


|   |                         |   |  |   |  |  |         |
|---|-------------------------|---|--|---|--|--|---------|
| <b>AWARD/CONTRACT</b>   |                         | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) |  |   | RATING   | PAGE OF PAGES<br>1   35  |         |
| 2. CONTRACT (Proc. Inst. Ident.) NO.<br>HDEC0818C0007P00003   |                         | 3. EFFECTIVE DATE<br>26 Jan 2018                          |  | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO.<br>HQCKMA00230001   |  |  |         |
| 5. ISSUED BY<br>DEFENSE COMMISSARY AGENCY<br>STORE SERVICES SUPPORT DIVISION<br>1300 E AVENUE<br>FORT LEE VA 23801-1800   |                         | CODE<br>HDEC08  | 6. ADMINISTERED BY (If other than Item 5)<br><br><b>See Item 5</b> |   |  | CODE   |         |
| 7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code)<br>JOB OPTIONS, INCORPORATED<br>3465 CAMINO DEL RIO S STE 300<br>SAN DIEGO CA 92108-3905  |                         |   |  | 8. DELIVERY<br>[ ] FOB ORIGIN [X] OTHER (See below)   |  |  |         |
|   |                         |   |  | 9. DISCOUNT FOR PROMPT PAYMENT  |  |  |         |
|   |                         |   |  | 10. SUBMIT INVOICES 1<br>(4 copies unless otherwise specified)<br>TO THE ADDRESS SHOWN IN:  |  | ITEM<br><br>Block 12   |         |
| CODE 026C2  |                         | FACILITY CODE   |  |   | 12. PAYMENT WILL BE MADE BY<br>DFAS-WIDE AREA WORK FLOW<br>DFAS - CVDAAA/CO<br>P.O. BOX 369016<br>COLUMBUS OH 43236-9016 |  |         |
| 11. SHIP TO/MARK FOR<br>SAN ONOFRE MCB COMMISSARY<br>BUILDING 51094<br>CAMP PENDLETON CA 92055-5002   |                         | CODE<br>HQCKMA  | CODE<br>HQ0131   |   |  |  |         |
| 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:<br>[X] 10 U.S.C. 2304(c)(5) [ ] 41 U.S.C. 253(c)( )   |                         |   |  | 14. ACCOUNTING AND APPROPRIATION DATA<br><b>See Schedule</b>  |  |  |         |
| 15A. ITEM NO.   | 15B. SUPPLIES/ SERVICES | 15C. QUANTITY   | 15D. UNIT  | 15E. UNIT PRICE   | 15F. AMOUNT  |  |         |
| <b>SEE SCHEDULE</b>   |                         |   |  |   |  |  |         |
| <b>15G. TOTAL AMOUNT OF CONTRACT</b>  |                         |   |  |   |  | <b>\$464,108.22</b>  |         |
| <b>16. TABLE OF CONTENTS</b>  |                         |   |  |   |  |  |         |
| (X)   | SEC.                    | DESCRIPTION   | PAGE(S)  | (X)   | SEC.   | DESCRIPTION  | PAGE(S) |
| <b>PART I - THE SCHEDULE</b>  |                         |   |  | <b>PART II - CONTRACT CLAUSES</b>   |  |  |         |
| X   | A                       | SOLICITATION/ CONTRACT FORM                               | 1 - 2  | X   | I  | CONTRACT CLAUSES   | 27 - 34 |
| X   | B                       | SUPPLIES OR SERVICES AND PRICES/ COSTS                    | 3 - 11   | <b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.</b>   |  |  |         |
| X   | C                       | DESCRIPTION/ SPECS/ WORK STATEMENT                        | 12   | X   | J  | LIST OF ATTACHMENTS  | 35      |
|   | D                       | PACKAGING AND MARKING                                     |  | <b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>   |  |  |         |
| X   | E                       | INSPECTION AND ACCEPTANCE                                 | 13   |   | K  | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS |         |
| X   | F                       | DELIVERIES OR PERFORMANCE                                 | 14   |   | L  | INSTRS. CONDS. AND NOTICES TO OFFERORS                           |         |
| X   | G                       | CONTRACT ADMINISTRATION DATA                              | 15 - 18  |   | M  | EVALUATION FACTORS FOR AWARD                                     |         |
| X   | H                       | SPECIAL CONTRACT REQUIREMENTS                             | 19 - 26  |   |  |  |         |
| <b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE</b>  |                         |   |  |   |  |  |         |
| 17 [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein (Attachments are listed herein) |                         |   |  | 18 [ ] SEALED-BID AWARD (Contractor is not required to sign this document)<br>Your bid on Solicitation Number HDEC08-17-R-0016  |  |  |         |
| 19A. NAME AND TITLE OF SIGNER (Type or print)   |                         |   |  | 20A. NAME OF CONTRACTING OFFICER<br>GINNA L THOMAS / CONTRACTING OFFICER<br>TEL: (804) 734-8000 ext 48546 EMAIL: ginna.thomas@deca.mil                                  |  |  |         |
| 19B. NAME OF CONTRACTOR<br><br>BY _____<br>(Signature of person authorized to sign)   |                         | 19C. DATE SIGNED  |  | 20B. UNITED STATES OF AMERICA<br><br>BY _____<br>(Signature of Contracting Officer) |  | 20C. DATE SIGNED<br>26-Jan-2018                                  |         |

Section A - Solicitation/Contract Form

**IMPORTANT INFORMATION  
FREEDOM OF INFORMATION ACT (FOIA)**

Upon award of this contract, the Agency intends to make public the total contract award amount, as well as any awarded individual contract line item pricing (CLIN or Sub-CLIN), within the Agency's electronic reading room located at [www.commissaries.com](http://www.commissaries.com) and on the Government Point of Entry (GPE) [www.fbo.gov](http://www.fbo.gov).

Unexercised Option year prices will not be published.

This action is taken to ensure contract award information is available to the general public pursuant to the President's January 21, 2009 memorandum regarding the Freedom of Information Act.

Be advised that the contract(s) resulting from this solicitation will be posted at two distinct points during the procurement cycle:

1. **RECENT CONTRACT AWARDS:** The first posting will take place immediately after the contracts are awarded and will contain only the base year pricing.
2. **HISTORICAL PRICING:** The second posting will take place when it is time for re-solicitation of an existing contract and will contain all CLIN and Sub-CLIN prices for the base period and all exercised options from the contract(s) under re-solicitation.

Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0001    | SERVICES, NONPERSONAL<br>FFP<br>Provide all of the necessary supervision, personnel, supplies and equipment to perform Custodial Operations for the San Onofre Commissary located at MCB Camp Pendleton, San Diego, CA, in accordance with Attachment 1, the Performance Work Statement (PWS) and all terms and conditions herein. |          |      |            | \$0.00 |
|         | BASE YEAR: February 1, 2018 through January 31, 2019   |          |      |            |        |
|         | PURCHASE REQUEST NUMBER: HQCKMA00230001  |          |      |            |        |
|         |  |          |      | NET AMT    | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT   | UNIT PRICE  | AMOUNT       |
|---------|---|----------|--------|-------------|--------------|
| 0001AA  | CUSTODIAL OPERATIONS (MAIN)<br>FFP<br>Perform Custodial Operations EXCLUDING the RSHA and Outside Areas in accordance with Attachment 1, PWS. | 12       | Months | \$16,018.72 | \$192,224.64 |
|         | FOB: Destination  |          |        |             |              |
|         | PURCHASE REQUEST NUMBER: HQCKMA00230001   |          |        |             |              |
|         |   |          |        | NET AMT     | \$192,224.64 |
|         | ACRN AA   |          |        |             | \$192,224.64 |
|         | CIN: 00000000000000000000000000000000   |          |        |             |              |

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT   | UNIT PRICE | AMOUNT      |
|---------|---|----------|--------|------------|-------------|
| 0001AB  | CUSTODIAL (RSHA AND OUTSIDE AREAS)<br>FFP<br>Perform RSHA and Outside Area Custodial tasks in accordance with Attachment 1, PWS.<br><br>FOB: Destination<br>PURCHASE REQUEST NUMBER: HQCKMA00230001 | 12       | Months | \$2,826.83 | \$33,921.96 |

---

NET AMT \$33,921.96

ACRN AA \$33,921.96  
CIN: 00000000000000000000000000000000

PSC CD: S299

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT     |
|---------|---|----------|------|------------|------------|
| 0001AC  | EOD CUSTODIAL OPERATIONS (MAIN)<br>FFP<br>Perform Custodial Operations EXCLUDING the RSHA and Outside Areas in accordance with Attachment 1, PWS additional operating days the store may be kopen during the period of performance.<br>FOB: Destination | 2        | Days | \$632.32   | \$1,264.64 |

---

NET AMT \$1,264.64

ACRN AA \$1,264.64  
CIN: 00000000000000000000000000000000

PSC CD: S299

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|--|----------|------|------------|----------|
| 0001AD  | EOD CUSTODIAL (RSHA AND OUTSIDE AREAS)<br>FFP<br>Perform RSHA and Outside Area Custodial tasks in accordance with Attachment 1, PWS to support additional operating days the store may be open during the period of performance.<br>FOB: Destination | 2        | Days | \$111.59   | \$223.18 |

---

NET AMT \$223.18

ACRN AA \$223.18  
CIN: 00000000000000000000000000000000

PSC CD: S299

| ITEM NO        | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|------------|--------|
| 0002<br>OPTION | SERVICES, NONPERSONAL<br>FFP<br>Provide all of the necessary supervision, personnel, supplies and equipment to perform Custodial Operations for the San Onofre Commissary located at MCB Camp Pendleton, San Diego, CA, in accordance with Attachment 1, the Performance Work Statement (PWS) and all terms and conditions herein.<br><br>FOLLOW-ON YEAR ONE: February 1, 2019 through January 31, 2020<br><br>PURCHASE REQUEST NUMBER: HQCKMA00230001 |          |      |            | \$0.00 |

---

NET AMT \$0.00

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT   | UNIT PRICE  | AMOUNT       |
|---------|---|----------|--------|-------------|--------------|
| 0002AA  | CUSTODIAL OPERATIONS (MAIN)<br>FFP<br>Perform Custodial Operations EXCLUDING the RSHA and Outside Areas in accordance with Attachment 1, PWS. | 12       | Months | \$16,750.22 | \$201,002.64 |
|         | FOB: Destination<br>PURCHASE REQUEST NUMBER: HQCKMA00230001   |          |        |             |              |

---

NET AMT \$201,002.64

ACRN AB \$201,002.64  
CIN: 00000000000000000000000000000000

PSC CD: S299

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT   | UNIT PRICE | AMOUNT      |
|---------|--|----------|--------|------------|-------------|
| 0002AB  | CUSTODIAL (RSHA AND OUTSIDE AREAS)<br>FFP<br>Perform RSHA and Outside Area Custodial tasks in accordance with Attachment 1, PWS. | 12       | Months | \$2,955.93 | \$35,471.16 |
|         | FOB: Destination<br>PURCHASE REQUEST NUMBER: HQCKMA00230001  |          |        |            |             |

---

NET AMT \$35,471.16

ACRN AB \$35,471.16  
CIN: 00000000000000000000000000000000

PSC CD: S299

| ITEM NO   | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT  |
|---|--|----------|------|------------|---------|
| 0003<br>OPTION  | SERVICES, NONPERSONAL<br>FFP<br>Provide all of the necessary supervision, personnel, supplies and equipment to perform Custodial Operations for the San Onofre Commissary located at MCB Camp Pendleton, San Diego, CA, in accordance with Attachment 1, the Performance Work Statement (PWS) and all terms and conditions herein. |          |      |            | (b) (4) |
| FOLLOW-ON YEAR TWO: February 1, 2020 through January 31, 2021 |  |          |      |            |         |
| PURCHASE REQUEST NUMBER: HQCKMA00230001                       |  |          |      |            |         |

---

NET AMT (b) (4)

| ITEM NO                                 | SUPPLIES/SERVICES   | QUANTITY | UNIT    | UNIT PRICE | AMOUNT  |
|---|---|----------|---------|------------|---------|
| 0003AA<br>OPTION                        | CUSTODIAL OPERATIONS (MAIN)<br>FFP<br>Perform Custodial Operations EXCLUDING the RSHA and Outside Areas in accordance with Attachment 1, PWS. | (b) (4)  | (b) (4) | (b) (4)    | (b) (4) |
| FOB: Destination                        |   |          |         |            |         |
| PURCHASE REQUEST NUMBER: HQCKMA00230001 |   |          |         |            |         |

---

NET AMT (b) (4)

PSC CD: S299

| ITEM NO          | SUPPLIES/SERVICES   | QUANTITY | UNIT    | UNIT PRICE | AMOUNT  |
|------------------|---|----------|---------|------------|---------|
| 0003AB<br>OPTION | CUSTODIAL (RSHA AND OUTSIDE AREAS)<br>FFP<br>Perform RSHA and Outside Area Custodial tasks in accordance with Attachment 1, PWS.<br><br>FOB: Destination<br>PURCHASE REQUEST NUMBER: HQCKMA00230001 | (b) (4)  | (b) (4) | (b) (4)    | (b) (4) |

NET AMT

(b) (4)

PSC CD: S299

| ITEM NO        | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT  |
|----------------|--|----------|------|------------|---------|
| 0004<br>OPTION | SERVICES, NONPERSONAL<br>FFP<br>Provide all of the necessary supervision, personnel, supplies and equipment to perform Custodial Operations for the San Onofre Commissary located at MCB Camp Pendleton, San Diego, CA, in accordance with Attachment 1, the Performance Work Statement (PWS) and all terms and conditions herein.<br><br>FOLLOW-ON YEAR THREE: February 1, 2021 through January 31, 2022<br><br>PURCHASE REQUEST NUMBER: HQCKMA00230001 |          |      |            | (b) (4) |

NET AMT

(b) (4)



| ITEM NO          | SUPPLIES/SERVICES   | QUANTITY | UNIT    | UNIT PRICE | AMOUNT  |
|------------------|---|----------|---------|------------|---------|
| 0004AA<br>OPTION | CUSTODIAL OPERATIONS (MAIN)<br>FFP<br>Perform Custodial Operations EXCLUDING the RSHA and Outside Areas in accordance with Attachment 1, PWS. | (b) (4)  | (b) (4) | (b) (4)    | (b) (4) |
|                  | FOB: Destination<br>PURCHASE REQUEST NUMBER: HQCKMA00230001   |          |         |            |         |

---

NET AMT

(b) (4)

PSC CD: S299

| ITEM NO          | SUPPLIES/SERVICES  | QUANTITY | UNIT    | UNIT PRICE | AMOUNT  |
|------------------|--|----------|---------|------------|---------|
| 0004AB<br>OPTION | CUSTODIAL (RSHA AND OUTSIDE AREAS)<br>FFP<br>Perform RSHA and Outside Area Custodial tasks in accordance with Attachment 1, PWS. | (b) (4)  | (b) (4) | (b) (4)    | (b) (4) |
|                  | FOB: Destination<br>PURCHASE REQUEST NUMBER: HQCKMA00230001  |          |         |            |         |

---

NET AMT

(b) (4)

PSC CD: S299

| ITEM NO        | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT  |
|----------------|---|----------|------|------------|---------|
| 0005<br>OPTION | SERVICES, NONPERSONAL<br>FFP<br>Provide all of the necessary supervision, personnel, supplies and equipment to perform Custodial Operations for the San Onofre Commissary located at MCB Camp Pendleton, San Diego, CA, in accordance with Attachment 1, the Performance Work Statement (PWS) and all terms and conditions herein.<br><br>FOLLOW-ON YEAR FOUR: February 1, 2022 through January 31, 2023<br><br>PURCHASE REQUEST NUMBER: HQCKMA00230001 |          |      |            | (b) (4) |

---

NET AMT (b) (4)

| ITEM NO          | SUPPLIES/SERVICES  | QUANTITY | UNIT    | UNIT PRICE | AMOUNT  |
|------------------|--|----------|---------|------------|---------|
| 0005AA<br>OPTION | CUSTODIAL OPERATIONS (MAIN)<br>FFP<br>Perform Custodial Operations EXCLUDING the RSHA and Outside Areas in accordance with Attachment 1, PWS.<br><br>FOB: Destination<br>PURCHASE REQUEST NUMBER: HQCKMA00230001 | (b) (4)  | (b) (4) | (b) (4)    | (b) (4) |

---

NET AMT (b) (4)

PSC CD: S299

| ITEM NO          | SUPPLIES/SERVICES   | QUANTITY | UNIT    | UNIT PRICE | AMOUNT  |
|------------------|---|----------|---------|------------|---------|
| 0005AB<br>OPTION | CUSTODIAL (RSHA AND OUTSIDE AREAS)<br>FFP<br>Perform RSHA and Outside Area Custodial tasks in accordance with Attachment 1, PWS.<br><br>FOB: Destination<br>PURCHASE REQUEST NUMBER: HQCKMA00230001 | (b) (4)  | (b) (4) | (b) (4)    | (b) (4) |

---

NET AMT

(b) (4)

PSC CD: S299

Section C - Descriptions and Specifications

All work performed under this contract shall be in accordance with Attachment 1, Performance Work Statement (PWS) and all terms and conditions set forth herein.

## Section E - Inspection and Acceptance

## CLAUSES INCORPORATED BY REFERENCE

52.246-4

Inspection Of Services--Fixed Price

AUG 1996

## CLAUSES INCORPORATED BY FULL TEXT

## 52.246-4500 INSPECTION AND ACCEPTANCE (SourceAmerica ) (OCT 2013)

- a. The inspection and acceptance point for all services performed under this contract will be the Defense Commissary Agency, San Onofre Commissary located at Camp Pendleton, San Diego, CA, or as otherwise specified in the Performance Work Statement (PWS) contained herein.
- b. The performance by the Contractor and the quality of work delivered, including services rendered, and any documentation or written material in support thereof, shall be subject to continuous inspections, surveillance and review for acceptance by the Contracting Officer or authorized representatives in accordance with the surveillance plan.
- c. The rights of the Government and remedies described in TE-1 of the PWS are in addition to all other rights and remedies set forth in this contract. Specifically, the Government reserves its rights under the Inspection of Services clause and the Adjustment and Cancellation of Orders provision. Any deductions taken pursuant to the Performance Requirements Summary (PRS) shall reflect the reduced value of services performed under the contract; however, the contract issues shall be resolved in accordance with the Disputes provision contained herein (local provision 52.202-4500).

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

|           |                          |          |
|-----------|--------------------------|----------|
| 52.242-15 | Stop-Work Order          | AUG 1989 |
| 52.242-17 | Government Delay Of Work | APR 1984 |

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 97X49304J000046074231100000002529WCY000HQCKMA8025C0CALTN600033181  
 AMOUNT: \$227,634.42

AB: 97X49304J000046074231100000002529WCY000HQCKMA9008C1CALTN600033181  
 AMOUNT: \$236,473.80

| ACRN | CLIN/SLIN | CIN                              | AMOUNT       |
|------|-----------|----------------------------------|--------------|
| AA   | 0001AA    | 00000000000000000000000000000000 | \$192,224.64 |
|      | 0001AB    | 00000000000000000000000000000000 | \$33,921.96  |
|      | 0001AC    | 00000000000000000000000000000000 | \$1,264.64   |
|      | 0001AD    | 00000000000000000000000000000000 | \$223.18     |
| AB   | 0002AA    | 00000000000000000000000000000000 | \$201,002.64 |
|      | 0002AB    | 00000000000000000000000000000000 | \$35,471.16  |

CLAUSES INCORPORATED BY FULL TEXT

52.232-4504 INVOICE AND PAYMENT (OCT 1995)

- a. The Contractor may submit monthly itemized invoices for services rendered under this contract. Invoices shall list each line item covered by the contract and the unit price per line item for services performed during the month.
- b. Any monetary deductions for services not performed or Performed unsatisfactorily shall be deducted from the amount of the invoice prior to payment (See Technical Exhibit 1 of the Performance Work Statement).
- c. In connection with any circumstances in which it is necessary to compute a daily rate of payment (i.e., services performed for less than a month), payment will be made on a pro rata basis for the actual number of working days services are performed (e.g., # days custodial services performed during the month). For those line items in which the unit price is based on an estimated number of units rather than a monthly price (e.g., est. # of cases to be stocked monthly, est. hours for equipment repair, etc.), the contractor shall be paid for actual services performed.
- d. Original invoices shall be submitted to the designated payment office. One (1) additional copy of each invoice shall be forwarded to the office of the Contracting Officer responsible for administering this contract.

CLAUSES INCORPORATED BY FULL TEXT

52.246-4501 QUALITY ASSURANCE EVALUATOR (QAE) (OCT 1995)

Government employed Quality Assurance Evaluator(s) will exercise general surveillance over the contract operation to include input to the contracting officer for contractor performance evaluation.

## CLAUSES INCORPORATED BY FULL TEXT

### 52.246-4506 ACCESS TO RECORDS, DATA AND FACILITIES (OCT 1995)

The contractor shall permit Defense Contract Audit Agency and the Contracting Officer or any other authorized Government representative access to all records, data and facilities used in the performance of this contract.

## CLAUSES INCORPORATED BY FULL TEXT

### 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUNE 2012)

(a) Definitions. As used in this clause—

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or



(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

#### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

**2in1**

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

### Destination

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

#### Routing Data Table\*

| Field Name in WAWF        | Data to be entered in WAWF          |
|---------------------------|-------------------------------------|
| Pay Official DoDAAC       | DFAS Payment Office DODAAC (HQ0131) |
| Issue By DoDAAC           | DeCA Issuing Office DODAAC (HDEC08) |
| Admin DoDAAC              | DeCA Issuing Office DODAAC (HDEC08) |
| Inspect By DoDAAC         | DeCA Issuing Office DODAAC (HDEC08) |
| Ship To Code              | Store DODAAC (HQCKMA)               |
| Ship From Code            | Contractor CAGE Code (026C2)        |
| Mark For Code             | Not Applicable                      |
| Service Approver (DoDAAC) | Store DODAAC (HQCKMA)               |
| Service Acceptor (DoDAAC) | Store DODAAC (HQCKMA)               |
| Accept at Other DoDAAC    | Not Applicable                      |
| LPO DoDAAC                | Not Applicable                      |
| DCAA Auditor DoDAAC       | Not Applicable                      |
| Other DoDAAC(s)           | Not Applicable                      |

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Contract Specialist: Raelynn Richardson, [raelynn.richardson@deca.mil](mailto:raelynn.richardson@deca.mil)

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Contract Specialist: Raelynn Richardson, [raelynn.richardson@deca.mil](mailto:raelynn.richardson@deca.mil)

Contracting Officer: Roger J. Bessette, [roger.bessette@deca.mil](mailto:roger.bessette@deca.mil)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

## 52.201-4500 AUTHORITY (OCT 1995)

The Contractor shall not in any way represent that he is a part of the United States Government or that he has the authority to contract or procure supplies on the credit of the United States of America.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

## 52.202-4500 DEFINITIONS (41 CFR Ch. 51-1.3) (FEB 2000)

- (a) Agency and Federal agency mean Entity of the Government, as defined herein.
- (b) Blind means an individual or class of individuals whose central visual acuity does not exceed 20/200 in the better eye with correcting lenses or whose visual acuity, if better than 20/200, is accompanied by a limit to the field of vision in the better eye to such a degree that its widest diameter subtends an angle no greater than 20 degrees.
- (c) Central nonprofit agency means an agency organized under the laws of the United States or of any State, operated in the interest of the blind or persons with other severe disabilities, the net income of which does not inure in whole or in part to the benefit of any shareholder or other individual, and designated by the Committee to facilitate the distribution (by direct allocations, subcontract, or any other means) of orders of the Government for commodities and services on the Procurement List among nonprofit agencies employing persons who are blind or have other severe disabilities, to provide information required by the Committee to implement the JWOD Program, and to otherwise assist the Committee in administering these regulations as set forth herein by the Committee.
- (d) Committee means the Committee for Purchase from People Who are Blind or Severely Disabled.
- (e) Contracting activity means any element of an entity of the Government that has responsibility for identifying and/or procuring Government requirements for commodities or services. Components of a contracting activity, such as a contracting office and an ordering office, are incorporated in this definition, which includes all offices within the definitions of "contracting activity," "contracting office," and "contract administration office" contained in the Federal Acquisition Regulation, 48 CFR 2.101.
- (f) Direct labor means all work required for preparation, processing, and packing of a commodity or work directly related to the performance of a service, but not supervision, administration, inspection or shipping.
- (g) Fiscal year means the 12-month period beginning on October 1 of each year.
- (h) Government and Entity of the Government means any entity of the legislative branch or the judicial branch, any executive agency, military department, Government corporation, or independent establishment, the U.S Postal Service, and any non-appropriated fund instrumentality under the jurisdiction of the Armed Forces.
- (i) Interested person means an individual or legal entity affected by a proposed addition of a commodity or service to the Procurement List or a deletion from it.

(j) JWOD Program means the program authorized by the JWOD Act to increase employment and training opportunities for persons who are blind or have other severe disabilities through Government purchasing of commodities and services from nonprofit agencies employing these persons.

(k) Military resale commodities means commodities on the procurement list sold for the private, individual use of authorized patrons of Armed Forces commissaries and exchanges, or like activities of other Government departments and agencies.

(l) Nonprofit agency (formerly workshop) means a nonprofit agency for the blind or a nonprofit agency employing persons with severe disabilities, as appropriate.

(m) Other severely handicapped individual (hereinafter persons with severe disabilities) means a person other than a blind person who has a severe physical or mental impairment (a residual, limiting condition resulting from an injury, disease or congenital defect) which so limits the person's functional capabilities (mobility, communication, self-care, self-direction, work tolerance or work skills) that the individual is unable to engage in normal competitive employment over an extended period of time.

(1) Capability for normal competitive employment shall be determined from information developed by an ongoing evaluation program conducted by or for the nonprofit agency and shall include as a minimum, a preadmission evaluation and a reevaluation at least annually of each individual's capability for normal competitive employment.

(2) A person with a severe mental or physical impairment who is able to engage in normal competitive employment because the impairment has been overcome or the condition has been substantially corrected is not "other severely handicapped" within the meaning of the definition.

(n) Participating nonprofit agency (formerly participating workshop) means any nonprofit agency which has been authorized by the Committee to furnish a commodity or service to the Government under the JWOD Act.

(o) Procurement List means a list of commodities (including military resale commodities) and services which the Committee has determined to be suitable to be furnished to the Government by nonprofit agencies for the blind or nonprofit agencies employing persons with severe disabilities pursuant to the JWOD Act and these regulations.

(p) Qualified nonprofit agency for other severely handicapped (hereinafter nonprofit agency employing persons with severe disabilities) (formerly workshop for other severely handicapped) means an agency organized under the laws of the United States or any State, operated in the interests of persons with severe disabilities who are not blind, and the net income of which does not inure in whole or in part of the benefit of any shareholder or other individual; which complies with applicable occupational health and safety standards prescribed by the Secretary of Labor; and which in furnishing commodities and services (whether or not the commodities or services are procured under these regulations) during the fiscal year employs persons with severe disabilities (including blind) for not less than 75 percent of the work-hours of direct labor required to furnish such commodities or services.

(q) Qualified nonprofit agency for the blind (hereinafter nonprofit agency for the blind) (formerly workshop for the blind) means an agency organized under the laws of the United States or of any State, operated in the interest of blind individuals, and the net income of which does not inure in whole or part to the benefit of any shareholder or other individual; which complies with applicable occupational health and safety standards prescribed by the Secretary of Labor; and which in furnishing commodities and services (whether or not the commodities or services are procured under these regulations) during the fiscal year employs blind individuals for not less than 75 percent of the work-hours of direct labor required to furnish such commodities or services.

(r) State means the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, America Samoa, the Commonwealth of the Northern Mariana Islands, and any territory remaining under the jurisdiction of the Trust Territory of the Pacific Islands.

ADJUSTMENTS AND CANCELLATIONS OF ORDERS (41 CFR Ch. 51-6.5)

When the central nonprofit agency or an individual nonprofit agency fails to comply with the terms of a Government order, the contracting activity shall make every effort to negotiate an adjustment before taking action to cancel the order. When a Government order is canceled for failure to comply with its terms, the central nonprofit agency shall be notified, and, if practicable, requested to reallocate the order. The central nonprofit agency shall notify the Committee of any cancellation of an order and the reasons for that cancellation.

#### DELETION OF ITEMS FROM THE PROCUREMENT LIST (41 CFR Ch. 51-6.8)

- (a) When a central nonprofit agency decides to request that the Committee delete a commodity or service from the Procurement List, it shall notify the Committee staff immediately. Before reaching a decision to request a deletion of an item from the Procurement List, the central nonprofit agency shall determine that none of its nonprofit agencies is capable and desirous of furnishing the commodity or service involved.
- (b) Except in cases where the Government is no longer procuring the item in question, the Committee shall, prior to deleting an item from the Procurement List, determine that none of the nonprofit agencies of the other central nonprofit agency is desirous and capable of furnishing the commodity or services involved.
- (c) Nonprofit agencies will normally be required to complete production of any orders for commodities on hand regardless of the decision to delete the item. Nonprofit agencies shall obtain concurrence of the contracting activity and the Committee prior to returning a purchase order to the contracting activity.
- (d) For services, a nonprofit agency shall notify the contracting activity of its intent to discontinue performance of the service 90 days in advance of the termination date to enable the contracting activity to assure continuity of the service after the nonprofit agency's discontinuance.

#### DISPUTES (41 CFR Ch. 51-6.15)

Disputes between a nonprofit agency and a contracting activity arising out of matters covered by the Part 51.6 should be resolved, where possible, by the contracting activity and the nonprofit agency, with assistance from the appropriate central nonprofit agency. Disputes which cannot be resolved by these parties shall be referred to the Committee for resolution.

#### 52.209-4501 PERMITS AND RESPONSIBILITIES (OCT 1995)

The Contractor shall, without additional effort by the Government, be responsible for obtaining any necessary licenses and permits, giving all notices, and complying with any applicable Federal, State, and municipal laws, codes, and regulations in connection with the supplies/services covered by this contract.

#### 52.217-4506 (b) PRICE ADJUSTMENTS FOR FOLLOW-ON YEAR REPRICING (DEC 2012)

- a. This is a firm, fixed-price contract with provisions for unit prices that are not subject to adjustments on the basis of the contractor's cost experience or cost growth in performing the contract. The only factors subject to adjustment due to follow-on year repricing will be wage rates/fringes, federal or state mandated changes to payroll expenses, and other payroll expense changes deemed appropriate for payment by the contracting officer that may be outside the contractor's control such as Worker's Compensation premiums. Scope and workload changes shall be handled in a separate proposal from renewal proposals.
- b. Resultant increases in labor costs associated with Department of Labor wage determinations shall have no effect on any other escalated cost elements or productivity rates proposed. Wage rate/fringe changes are applicable to the prior agreed upon base year man-hours. Supervisors and lead labor positions not covered by the Department of Labor wage determination shall receive a wage or salary increase that is equal to the weighted average increase for

all positions supervised. Direct labor fringe including supervision fringe shall only be adjusted for applicable Department of Labor increases in the health and welfare rates.

c. The Follow-On Years may include an escalation factor per year for expendable supplies, vehicle operation, and rental equipment. The applicable escalation factor shall be applied to Follow-On Year pricing and be evaluated prior to award. Application of an escalation factor after award will not be permitted. At the time of annual repricing of the Follow-On Year, only these elements will be subject to negotiation if the applicable Producer Price Index (PPI) provided by the Committee reflects a change of 40 percent above or below the factor. For example, if the factor was 2%, the range would be 1.2 to 2.8 percent where no adjustments are necessary. Therefore, the dollars associated with this pricing element shall remain as initially proposed for each Follow-On Year, unless a workload change requires an adjustment to expendable supplies, vehicle operation, and/or rental equipment, respectively. The need for increases/decreases, due to changes in existing workload, will be evaluated and negotiated on a case-by-case basis during post-award contract administration.

d. Unless there is a change in existing workload, pricing for all remaining direct cost elements, such as major equipment, minor equipment, and subcontracting are to remain level for the term of the contract. The need for increases/decreases, due to changes in existing workload, will be evaluated and negotiated on a case-by-case basis during post-award contract administration.

e. An annual escalation not to exceed 2.0 % may be imposed for overhead, G&A, and net proceeds. The 2% escalation will be factored into the Follow-On Year's price at the time of contract award (base year). Application of this increase after award will not be permitted. The decision to exclude the 2% factor into the Follow-On Year at the time of award will result in the inability to factor it in after award. If this increase is proposed at the time of initial award, the overall price (inclusive of all other escalations) will be evaluated as a five-year price in comparison with standard commercial prices (SCP) versus a one-year comparison, when no escalation is proposed. The dollars associated with this escalation factor for each Follow-On Year shall remain fixed throughout the life of the contract, unless a workload change occurs. Should a workload change be ordered, the associated adjustments (increases/decreases) to burden dollars will be applied at the burden rates evaluated and accepted at contract award, for the annual service periods (FOY-1, FOY-2, and so forth) in the period for which the workload adjustment occurs (i.e., the burden rate accepted for FOY-1 at the time of contract award is applied to workload changes for FOY-1 and so forth for each subsequent FOY). unless there is a change in existing workload, pricing for overhead, G&A, and net proceeds are to remain at the proposed dollars for the term of the contract.

f. On a case-by-case basis, the Contracting Officer shall review the estimated shelf stocking workload in the contract to ensure it adequately reflects the actual cases stocked. The contractor may request that the Contracting Officer review the estimated shelf stocking workload if there is a 10% or greater variance in workload for cases stocked which occurs over a six-month period. Workload/price changes are not mandatory/automatic when reviews occur, and are dependent upon reasons for and/or circumstances surrounding the variance. If the Contracting Officer determines an adjustment is warranted, the price should be negotiated and the contract modified accordingly.

g. A line item for repair of Government Furnished Equipment shall be estimated at the time of contract award for budgetary and funding purposes only. This line item should be treated as a pass through cost based upon actual cost and invoiced by the contractor to DeCA at the actual cost. As such, contractors shall invoice and the Government shall pay for repairs against this line item at cost and without application of fee, burdens, or other factors.

h. Payroll expense rates are expected to remain level throughout the life of the contract. However, if federal or state mandated payroll expenses such as FICA, FUTA, and SUTA change during the life of the contract, the changes will be implemented in accordance with the law. Increases, such as Worker's Compensation rates, that are not federal or state mandates will be reviewed and considered by the Contracting Officer for contract modification only if the work center can justify the increase and that the best available rate was sought. DeCA reserves the right to request payroll tax rate information and to challenge unreasonable non-federal/state payroll tax rate adjustments (i.e. Worker's Compensation). Decreases in Worker's Compensation rates realized during the life of the contract, shall be passed on to DeCA, when follow-on years are exercised. Other payroll expense increases are not allowable under this contract.

i. The Committee guidelines for the application of the 3.85 percent CNA fee are fixed and not negotiable. The CNA rate shall be applied to the revised Total Service Cost, as adjusted. This includes increases resultant from DoL wage determinations.

52.222-4504 FAIR LABOR STANDARDS ACT/SERVICE CONTRACT ACT--(PRICE ADJUSTMENT FOR FOLLOW-ON YEARS) (OCT 1995)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.) by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each option/follow-on period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each option/follow-on period, shall apply to this contract.

(d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor is a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the option/follow-on period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance and shall allow application of the 3.85 percent CNA fee to the Revised Total Service Cost.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

#### 52.228-4501 VEHICLE OPERATION AND INSURANCE (DEC 2001)

a. All private-owned and Contractor-owned vehicles shall be properly licensed, insured and safety inspected in accordance with applicable federal, state and local regulations. The following automotive liability coverage is required:

(1) For Contractor-owned vehicles: Bodily injury \$200,000 per person, \$500,000 per occurrence; property damage \$20,000 per occurrence.

(2) For privately-owned vehicles: Bodily injury and property damage insurance meeting requirements of state in which vehicle is registered.

b. Vehicles licensed or registered in a state which requires a mechanical safety inspection must display a valid inspection sticker.

c. All vehicles operating at the installation are subject to the installation traffic code, copies of which are available in the office of the installation Provost Marshal.

#### 52.228-4502 OTHER INSURANCE REQUIREMENTS (OCT 1995)

The contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance and shall furnish a certificate upon request by the Contracting Officer:

(1) Workmen's Compensation: As required by law of the State of California

(2) Employer's Liability: \$100,000

(3) Comprehensive General Liability: \$500,000 each occurrence.

#### 52.232-4505 ADDITIONAL PAYMENT TERMS (OCT 1995)

Notwithstanding any other payment provision contained herein, the Government will not consider any net payment terms less than 30 days. Where no prompt payment terms are offered or net payment terms less than 30 days are offered, acceptance of the offer shall be considered to be on a net 30 days basis only.

#### 52.237-4501 RELATIONSHIP BETWEEN GOVERNMENT, CONTRACTOR AND CONTRACTOR PERSONNEL (OCT 1995)

a. The Government and the Contractor understand and agree that the services to be performed under this contract by the Contractor are non-personal services and the parties recognize and agree that no employer-employee or master-servant relationship exist or will exist under the contract between the Government and the Contractor and/or between the Government and the contractor's personnel. The contractor personnel shall be responsible, not to the Government but solely to the Contractor, who, in turn, shall be accountable to the Government.



- b. The Government shall not exercise any supervision or control over Contractor personnel performing services under this contract. Contractor personnel shall not be placed under the supervision, direction, or evaluation of a Federal officer, military or civilian, in connection with performance under this contract. Likewise, Contractor personnel shall not be placed in a position of command, supervision, administration or control over DOD military or civilian personnel, or personnel of other prime contractors, performing under this contract.
- c. The Contractor shall be responsible for selecting personnel who are well qualified to perform the required services, for supervising techniques used in their work and for keeping them informed of all improvements, changes and method of operations.
- d. Rules, regulations, directives and requirements which are issued during the contract term by DOD Military Command Authorities, under their responsibility for law and order, administration, and security on the installation shall be applicable to all Contractor personnel or representatives who enter the installation, or who travel on Government transportation. This requirement shall not be construed or interpreted to establish any degree of Government control which is inconsistent with the intent of a non-personal services contract. Contractor personnel or representatives shall be subject to such checks as may be deemed necessary to assure that their presence on the installation does not violate these requirements. No employee will be permitted on the installation when such a check reveals that his presence would be detrimental to the security of the installation or the accomplishment of work. When directed by the Contracting Officer, the Contractor shall remove any employee from an assignment to perform services under this contract for reasons of misconduct or breaches of security in connection with his or her employment. Under such circumstances, replacement cost will be a Contractor expense and not reimbursable by the Government. In other instances, the Contractor shall take appropriate personnel action as required in the event of the employee misconduct in connection with his or her employment.
- e. The services to be performed under this contract shall not require the Contractor or his employees to exercise personal judgement and discretion on behalf of the Government, but rather, the Contractor's employee shall act and exercise personal judgement and discretion on behalf of the contractor.
- f. Contractor and Contractor personnel shall not be considered employees of the Federal Government and shall not be eligible, by virtue of performance under this contract, for payment by the Government of entitlements and benefits accorded federal employees.
- g. The entire consideration to the Contractor for performance of this contract is contained in the provisions for payment set forth in this contract.

#### 52.237-4503 MOBILIZATION AND CONTINGENCY PLANNING (OCT 1995)

- a. In the event of a general or limited mobilization of reserve forces or an emergency which impacts upon contract performance, the contractor shall take whatever measures needed to meet any new demands placed upon him. Such demands may require increased contractor furnished property, materials, extended work hours and increased number of personnel. Added responsibility, as a result of this requirement will be added by change order or supplemental agreement by the Contracting Officer. No price increase shall become effective until approval by the Contracting Officer.
- b. To ensure that Government operations, which depend upon the services provided by this contract, can proceed with no or only minimal disruption, the contractor shall therefore plan for a mobilization or similar emergency and take actions needed to rapidly expand his contract capabilities to meet the exigency. Added responsibilities as a result of this requirement, will be added by change order or supplemental agreement by the Contracting Officer. No price increase shall become effective until approval by the Contracting Officer.

#### 52.245-4500 MEDICAL TREATMENT (OCT 1995)

Government emergency vehicles and medical personnel may be used in emergency situations affecting Contractor personnel whose life may be in danger or who is suffering unendurable pain. Government facilities may be used in these instances as the first point of treatment. Transfer to other than Government medical treatment facilities shall be effected as soon as possible and as determined by attending medical authorities. Based on medical center policies in effect, charges may be made to the employee.

#### 52.246-4505 GOVERNMENT PERFORMANCE OF SERVICES (OCT 1995)

a. If, for any reason, the Contractor fails to perform any services covered by this contract, or should an emergency require performance of services beyond the capability of the contractor, the Government may, if the Contracting Officer determines that the mission at San Onofre AFB Commissary is endangered, perform or supplement performance of such contract services with Government personnel. Such performance shall not constitute a breach of contract by the Government.

b. If the Government performs services with Government personnel because of the Contractor's failure to perform, as provided in paragraph "a" above, the Contractor shall permit the Government to use and operate such equipment as necessary to perform the function during a period not to exceed one hundred twenty (120) days at the location covered by the contract. The Government's right to use Contractor equipment, pursuant to this subparagraph b, shall cease in the event of cancellation of the contract. During this period any contractor-owned equipment used by the Government shall be maintained by the Government.

c. The Government shall be entitled to an equitable adjustment for the services, if any, which were performed by the Government personnel due to the Contractor's failure to perform required services. The deduction shall be made in accordance with other provisions of this contract. Government performance of services will not constitute a termination for convenience by the Government within the meaning of the FAR Clause 52.249-2.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

|           |  |          |
|-----------|--|----------|
| 52.202-1  | Definitions  | NOV 2013 |
| 52.203-3  | Gratuities   | APR 1984 |
| 52.203-5  | Covenant Against Contingent Fees   | MAY 2014 |
| 52.203-6  | Restrictions On Subcontractor Sales To The Government  | SEP 2006 |
| 52.203-8  | Cancellation, Rescission, and Recovery of Funds for Illegal or<br>Improper Activity  | MAY 2014 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity   | MAY 2014 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal<br>Transactions  | OCT 2010 |
| 52.203-17 | Contractor Employee Whistleblower Rights and Requirement<br>To Inform Employees of Whistleblower Rights                        | APR 2014 |
| 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality<br>Agreements or Statements  | JAN 2017 |
| 52.204-4  | Printed or Copied Double-Sided on Postconsumer Fiber<br>Content Paper  | MAY 2011 |
| 52.204-9  | Personal Identity Verification of Contractor Personnel   | JAN 2011 |
| 52.204-10 | Reporting Executive Compensation and First-Tier<br>Subcontract Awards  | OCT 2015 |
| 52.204-13 | System for Award Management Maintenance  | JUL 2013 |
| 52.204-19 | Incorporation by Reference of Representations and<br>Certifications.   | DEC 2014 |
| 52.209-6  | Protecting the Government's Interest When Subcontracting<br>With Contractors Debarred, Suspended, or Proposed for<br>Debarment | OCT 2015 |
| 52.209-9  | Updates of Publicly Available Information Regarding<br>Responsibility Matters  | JUL 2013 |
| 52.209-10 | Prohibition on Contracting With Inverted Domestic<br>Corporations  | NOV 2015 |
| 52.215-2  | Audit and Records--Negotiation   | OCT 2010 |
| 52.215-8  | Order of Precedence--Uniform Contract Format   | OCT 1997 |
| 52.222-3  | Convict Labor  | JUN 2003 |
| 52.222-4  | Contract Work Hours and Safety Standards- Overtime<br>Compensation   | MAY 2014 |
| 52.222-17 | Nondisplacement of Qualified Workers   | MAY 2014 |
| 52.222-21 | Prohibition Of Segregated Facilities   | APR 2015 |
| 52.222-26 | Equal Opportunity  | APR 2015 |
| 52.222-37 | Employment Reports on Veterans   | FEB 2016 |
| 52.222-41 | Service Contract Labor Standards   | MAY 2014 |
| 52.222-50 | Combating Trafficking in Persons   | MAR 2015 |
| 52.222-54 | Employment Eligibility Verification  | OCT 2015 |
| 52.222-55 | Minimum Wages Under Executive Order 13658  | DEC 2015 |
| 52.222-62 | Paid Sick Leave Under Executive Order 13706  | JAN 2017 |
| 52.223-3  | Hazardous Material Identification And Material Safety Data   | JAN 1997 |
| 52.223-5  | Pollution Prevention and Right-to-Know Information   | MAY 2011 |
| 52.223-6  | Drug-Free Workplace  | MAY 2001 |
| 52.223-10 | Waste Reduction Program  | MAY 2011 |
| 52.223-18 | Encouraging Contractor Policies To Ban Text Messaging<br>While Driving   | AUG 2011 |
| 52.225-13 | Restrictions on Certain Foreign Purchases  | JUN 2008 |
| 52.227-1  | Authorization and Consent  | DEC 2007 |

|                 |  |          |
|-----------------|--|----------|
| 52.227-2        | Notice And Assistance Regarding Patent And Copyright Infringement  | DEC 2007 |
| 52.228-5        | Insurance - Work On A Government Installation  | JAN 1997 |
| 52.229-4        | Federal, State, And Local Taxes (State and Local Adjustments)  | FEB 2013 |
| 52.232-1        | Payments   | APR 1984 |
| 52.232-8        | Discounts For Prompt Payment   | FEB 2002 |
| 52.232-11       | Extras   | APR 1984 |
| 52.232-17       | Interest   | MAY 2014 |
| 52.232-23 Alt I | Assignment of Claims (May 2014) - Alternate I  | APR 1984 |
| 52.232-25       | Prompt Payment   | JUL 2013 |
| 52.232-39       | Unenforceability of Unauthorized Obligations   | JUN 2013 |
| 52.232-40       | Providing Accelerated Payments to Small Business Subcontractors  | DEC 2013 |
| 52.233-1        | Disputes   | MAY 2014 |
| 52.233-3        | Protest After Award  | AUG 1996 |
| 52.233-4        | Applicable Law for Breach of Contract Claim  | OCT 2004 |
| 52.237-2        | Protection Of Government Buildings, Equipment, And Vegetation  | APR 1984 |
| 52.237-3        | Continuity Of Services   | JAN 1991 |
| 52.242-13       | Bankruptcy   | JUL 1995 |
| 52.243-1 Alt I  | Changes--Fixed Price (Aug 1987) - Alternate I  | APR 1984 |
| 52.244-6        | Subcontracts for Commercial Items  | JUN 2016 |
| 52.245-1        | Government Property  | APR 2012 |
| 52.245-9        | Use And Charges  | APR 2012 |
| 52.246-25       | Limitation Of Liability--Services  | FEB 1997 |
| 52.248-1        | Value Engineering  | OCT 2010 |
| 52.249-2        | Termination For Convenience Of The Government (Fixed-Price)  | APR 2012 |
| 252.201-7000    | Contracting Officer's Representative   | DEC 1991 |
| 252.203-7000    | Requirements Relating to Compensation of Former DoD Officials  | SEP 2011 |
| 252.203-7001    | Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies                                   | DEC 2008 |
| 252.203-7002    | Requirement to Inform Employees of Whistleblower Rights  | SEP 2013 |
| 252.203-7003    | Agency Office of the Inspector General   | DEC 2012 |
| 252.204-7012    | Safeguarding Covered Defense Information and Cyber Incident Reporting.   | DEC 2015 |
| 252.204-7015    | Notice of Authorized Disclosure of Information for Litigation Support  | MAY 2016 |
| 252.222-7006    | Restrictions on the Use of Mandatory Arbitration Agreements  | DEC 2010 |
| 252.223-7006    | Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials  | SEP 2014 |
| 252.225-7048    | Export-Controlled Items  | JUN 2013 |
| 252.226-7001    | Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns | SEP 2004 |
| 252.231-7000    | Supplemental Cost Principles   | DEC 1991 |
| 252.232-7010    | Levies on Contract Payments  | DEC 2006 |
| 252.243-7001    | Pricing Of Contract Modifications  | DEC 1991 |
| 252.243-7002    | Requests for Equitable Adjustment  | DEC 2012 |
| 252.244-7000    | Subcontracts for Commercial Items  | JUN 2013 |
| 252.245-7001    | Tagging, Labeling, and Marking of Government-Furnished Property  | APR 2012 |
| 252.245-7002    | Reporting Loss of Government Property  | APR 2012 |

|              |  |          |
|--------------|--|----------|
| 252.245-7003 | Contractor Property Management System Administration | APR 2012 |
| 252.245-7004 | Reporting, Reutilization, and Disposal               | MAR 2015 |
| 252.247-7023 | Transportation of Supplies by Sea                    | APR 2014 |

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor prior to expiration date of the contract performance period.

(End of clause)

##### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor at least 30 days prior to expiration of the current contract period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

##### 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(a) Definitions. As used in this clause--

``Active duty wartime or campaign badge veteran," ``Armed Forces service medal veteran," ``disabled veteran," ``protected veteran," ``qualified disabled veteran," and ``recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for

noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be--

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or

from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

#### 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION  
Employee Class Monetary Wage-Fringe Benefits

11150, Janitor, WG 2/2, \$13.86

(End of clause)

## 52.222-4505 FRINGE BENEFITS (OCT 1995)

Under FAR Clause 52.222-42, Statement of Equivalent Rates for Federal Hires, fringe benefits include: Contribution of five point one (5.1) percent of basic hourly rate for health and insurance; contribution of seven (7) percent of basic hourly rate for retirements; ten (10) paid holidays (New Years Day, Martin Luther King Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day); and Paid Annual Leave vacation as follows: Two (2) hours of annual leave each week for an employee with less than three (3) years service - three (3) hours of annual leave each week for an employee with less than fifteen (15) years service - Four (4) hours of annual leave each week for any employee with fifteen (15) or more years of service.

## 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.



(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

(End of Clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

[www.acq.osd.mil/dp/dars/dfars.html](http://www.acq.osd.mil/dp/dars/dfars.html)

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

\_\_\_\_\_

\_\_\_\_\_

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

| DOCUMENT TYPE | DESCRIPTION                                 | PAGES | DATE        |
|---------------|---|-------|-------------|
| Attachment 1  | Performance Work Statement                  | 48    | 14-NOV-2017 |
| Attachment 2  | DoL Wage Determination 2015-5635 Revision 6 | 11    | 03-AUG-2017 |