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2 CONTRACT NO. HDEC0221D0001	107270000000000000000000000000000000000			ICITATIO 20220F	N NUMBER 20012		6, SOLICITATION ISSUE DATE 04-Aug-2020	
7. FOR SOLICITATION INFORMATION CALL:	a. NAME VIRGINIA KIM		40.000	b. TELEPHONE NUMBER (No Collect Call 804.734.8000 EXT 48162			OFFER DUE DATE/LOCAL TIME 2:00 PM 03 Sep 2020	
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Brett Ladd	21 TEL: 80	LeAnna F. Stith TEL: 804-734-8000 x 86414 EMAIL: LeAnna.Stith@deca.mil						

SOLICITA	SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)										P	AGE 2 OF 66
19.	20. SCHEDULE OF SUPPLIES/ SERVICES						21.	~	22. LINIT	23.		24.
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Section SF 1449 - CONTINUATION SHEET

ITEM NO SUPPLIES/SERVICES ESTIMATED UNIT UNIT PRICE ESTIMATED AMOUNT QUANTITY

0001 \$0.00 EST

Delicatessen, Bakery, & Sushi

FFP

Commissary In-Store Delicatessen and Bakery Resale Operations to include Sushi, where applicable, at 22 DeCA East Area Commissary Locations.

The commissary locations are as follows:

Fort Hamilton, NY; Carlisle Barracks, PA; McGuire AFB, NJ; Andrews AFB, MD; Annapolis NSA, MD; Fort Belvoir, VA; Aberdeen PG, MD; Fort Meade, MD; Fort Myer, VA; Quantico MCB, VA; Fort Detrick, MD; Bangor ANGB, ME; Hanscom AFB, MA; Fort Drum, NY; Saratoga Springs, NY; West Point, NY; New London (Groton), CT; Newport NS, RI; Dover AFB, DE; Patuxent River NAS, MD; Bolling AFB, D.C.; Forest Glen, MD

The base performance period is 24 consecutive months. Three 12-month option periods are also available. Performance shall begin approximately 30-60 calendar days after notification of contract award or on a date specified by the Contracting Officer.

Price shall include all labor, materials, overhead, to include costs associated with eCMRA requirement, and profit costs for the work effort required for operating and managing the delicatessen and bakery to include sushi, where applicable, resale operations.

The Contractor shall ensure that prices on each SKU item offered meet or exceed a 1% savings. This is to exclude random weight items. The Contractor is encouraged to pass on the least half of any additional savings which may be realized to the patron in support of the agency mission. The local retail area is an area within 20 miles of each commissary location.

The minimum percentage of patron savings is the amount the contractor will save the commissary patron on all items.

ESTIMATED NET AMT \$0.00 (EST.)

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ITEM NO SUPPLIES/SERVICES ESTIMATED UNIT UNIT PRICE ESTIMATED AMOUNT QUANTITY

0001AA 24 Months \$396,718.165 \$9,521,235.96 EST

BASE PERIOD (24 Months)

FFP

In-Store Delicatessen and Bakery Resale Operations to include Sushi, where applicable.

The base period is 24 consecutive months.

Base Year One: First consecutive 12 months of Base Performance Period: April 1, 2021 - March 31, 2022

Percentage of Patron Savings is 18.5%

Base Year Two: Second consecutive 12 months of Base Performance Period: April 1, 2022 - March 31, 2023

Percentage of Patron Savings is 18.5%

FOB: Destination

S203

ESTIMATED NET AMT \$9,521,235.96 (EST.)

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ITEM NO 0001AB OPTION	SUPPLIES/SERVICES OPTION YEAR ONE FFP In-Store Delicatessen and applicable. First Option Performance Third consecutive 12 mon	Period: April 1, 20		ESTIMATED AMOUNT
	Percentage of Patron Savin FOB: Destination S203	ngs is (b)(4)	ESTIMATED NET AMT	(b)(4)
ITEM NO 0001AC OPTION	OPTION YEAR TWO FFP In-Store Delicatessen and applicable. Second Option Performant Fourth consecutive 12 modern Percentage of Patron Savin FOB: Destination S203	ce Period: April 1, nth period.		ESTIMATED AMOUNT
			ESTIMATED NET AMT	(b)(4)

Page 6 of 66

UNIT PRICE ESTIMATED AMOUNT ITEM NO SUPPLIES/SERVICES **ESTIMATED** UNIT **QUANTITY** (b)(4)0001AD 12 Months OPTION **OPTION YEAR THREE FFP** In-Store Delicatessen and Bakery Resale Operations to include Sushi, where applicable. Third Option Performance Period: April 1, 2025 - March 31, 2026 Fifth consecutive 12 month period. Percentage of Patron Savings is (b)(4) FOB: Destination S203 (b)(4)**ESTIMATED**

NET AMT

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT FOR IN-STORE SPECIALTY DELICATESSEN AND BAKERY RESALE OPERATIONS TO INCLUDE SUSHI (where applicable) February 04, 2020

1. GENERAL

- 1.1 Introduction. The Defense Commissary Agency (DeCA), Department of Defense (DoD), operates a worldwide commissary system that provides quality grocery products to active duty military personnel and retirees, members of the Reserve and National Guard, their families and other authorized users. Commissaries are an important inducement to recruitment and retention of skilled personnel, while simultaneously holding down taxpayer costs. Surveys consistently rate the commissaries as one of the military's top Non-pay benefits. Many young service families benefit from the price savings provided by the commissaries.
- 1.2 Mission. The Defense Commissary Agency delivers a vital benefit of the military pay system that sells grocery items while enhancing quality of life and readiness. Below is a list of roles and responsibilities for individuals responsible to carry out the mission for the purpose of this Performance Work Statement (PWS) requirement.
- 1.2.1 Contracting Officer. The Contracting Officer is the only individual authorized to enter into, administer, change, and terminate contracts. The Contracting Officer is responsible for ensuring that all contract actions comply with appropriate laws, executive orders, regulations and other applicable procedures and approvals.

- 1.2.2 Contracting Officer Representative (COR). The Contracting Officer Representative is the requiring activity individual designated and authorized in writing by the Contracting Officer to perform specific technical and administrative functions in support of the contracted operation.
- 1.2.3 DeCA Program Manager. The DeCA Program Manager is the requiring activity individual who is responsible for identifying the requirements and managing the success of the program for contracted In-store Specialty Delicatessen and Bakery Resale Operations to include Sushi, where applicable for the Defense Commissary Agency (DeCA).
- 1.2.4 Commissary Officer. The Commissary Officer is the requiring activity individual who is responsible for overall management and operation of a commissary store to include operating within Agency policy and standards. The Commissary Officer responds to the support requirements of patrons, meets with consumer groups, and acts as the liaison for DeCA at the installation level.
- 1.3 Background. This contract is written and will be administered as a Performance Based Services Acquisition (PBSA). This method of contracting requires that the Government describe the requirements the Contractor must meet in terms of outcome or results. The how is left to the Contractor within certain regulatory guidelines as referenced herein. This allows the Contractor more flexibility in achieving the desired results. The Contractor shall execute its responsibilities under this contract in a manner that is consistent with the performance standards contained herein.
- 1.3.1 The Government shall neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. Under no circumstance shall the Government assign tasks to, or prepare work schedules for, individual Contractor employees.
- 1.3.2 It shall be the responsibility of the Contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the Contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the Contractor's responsibility to notify the Contracting Officer immediately.
- 1.4 Scope. The Contractor shall furnish all personnel, supervision, food products and all supplies unless otherwise specified by this solicitation and any resulting contract, see Attachment 1 for a list of government furnished cleaning supplies, necessary to operate an In-Store Specialty Delicatessen and Bakery Resale Operations to Include Sushi, where applicable. The desired outcome is to increase year over year sales growth at the commissary locations as listed in the Schedule of Supplies (SF-1449 continuation sheet) with a secondary goal of patron savings.
- 1.4.1 New Establishments. Stores that may be newly built or remodeled that include a footprint for a new In-Store Specialty Delicatessen and Bakery Resale Operations to Include Sushi, where applicable may be added to the contract without re-competition during contract performance with DeCA Area, Headquarters, and Contracting Officer Approval.
- 1.4.2 Hours of Performance. The Contractor shall ensure employees are available to operate the In-Store Specialty Delicatessen and Bakery Resale Operations to Include Sushi, where applicable during the hours of operation established for the locations in the Schedule of Supplies (SF Form 1449 continuation sheet). For details specific to this contract and PWS requirement see Commissary Hours of Operation, Attachment 2. A request for variation to existing operational hours in relation to sales shall be submitted through the Program Manager for coordination and approval. The Contractor is expected to ensure that sufficient staff is available to provide timely customer service

during all In-store Delicatessen and Bakery to include Sushi, where applicable operating hours at each store location.

- 1.4.3 Business Relations. The Contractor shall successfully integrate and coordinate all activity needed to execute the requirement. The Contractor shall manage the timeliness, completeness, and quality of problem identification. The Contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of subcontractors. The Contractor shall seek to ensure customer satisfaction and professional and ethical behavior of all Contractor personnel. Professional and ethical behavior includes respecting the diversity and views of all whom the Contractor employee may come into contact with while in performance of this PWS.
- 1.4.4 Contract Administration. The Contractor shall establish processes and assign appropriate resources to effectively administer the requirements of this contract and PWS requirement. The Contractor shall respond to Government requests for contractual actions in a timely fashion. The Contractor shall have a single point of contact responsible for contract actions and communications between the Government and the Contractor's corporate office. The Contractor shall assign work effort and maintain proper and accurate time keeping records of personnel assigned to work on the requirement. The Contractor shall seek to operate in a manner that constantly improves the service provided to the patrons while minimizing costs to the Government for items such as utilities, and Government provided supplies and equipment.
- 1.4.5 Records. The Contractor shall ensure sufficient records of its operations are maintained in order to meet the requirements of all Department of Defense (DoD) and Defense Commissary Agency (DeCA) directives for reporting on the performance of the Contractor operations, as required. Examples of such reports include temperature logs, product expiration date codes and others as may be required by DoD and/or DeCA Directives.
- 1.4.6 Products. Thirty (30) days prior to the start of performance, the Contractor shall submit a completed DeCAF 40-15 New Item & File Maintenance with an attached Excel spreadsheet to the DeCA Program Manager for approval. The DeCAF 40-15 can be found at https://www.commissaries.com/our-agency/business-resources/notices-to-the-trade as an attachment to Notice to the Trade Number 2016-026, dated December 29, 2015. The Contractor shall ensure that the DeCAF 40-15 contains accurate and current information on Universal Product Codes (UPCs) and DeCA Product Lookup Codes PLU/UPCs for all items sold through the In-store Specialty Delicatessen and Bakery Resale Operations to include Sushi, where applicable. Upon approval of the DeCA Program Manager, DeCA will assist the Contractor in performing a one-time initial Excel spreadsheet upload of product items into Power HQ, see Attachment 12, New Item Bulk Upload Excel Spreadsheet. The Contractor shall utilize the Vendor Portal to submit subsequent price changes throughout the remaining life of the contract/agreement. The Contractor shall be responsible for ensuring that approved DeCA PLU/UPCs and product information are loaded into the scales until such time Power HQ pushes this information automatically to the scales. The Contractor shall be responsible for updating product information in the scales as necessary during contract performance.
- 1.4.6.1 The Contractor is required to obtain approval from the DeCA Program Manager prior to adding new items to its item assortment for resale. Until such time that EBS automates the new item DeCAF 40-15 process, the Contractor shall complete and submit a paper DeCAF 40-15 to the DeCA Program Manager for approval. If the DeCA Program Manager approves the item, DeCA will add the new item and product information into Power HQ. The Contractor shall utilize the Vendor Portal to submit subsequent price changes on all new items. The DeCA Program Manager must approve the new item, and it must be added to Power HQ prior to the Contractor displaying and offering the new item for resale.
- 1.4.6.2 The Contractor shall not offer products that would not pass applicable federal, state, and military inspections. Any goods or products that fail inspection shall be rejected as non-conforming.

- 1.4.6.3 The Contractor shall not offer for sale any products which are expired or are beyond the "sell by" or "use by" dates set by the manufacturer. In the event a bakery item does not have a manufacturer's "use by" or "sell by" date, Attachment 3, Recommended Bakery Shelf Life shall be applicable.
- 1.4.7 Expiration Date Codes. The Contractor shall provide expiration date codes and other codes necessary to identify in-date products on the shelf to the Commissary Officer. The Contractor is required to provide a written explanation of the code dating system to the COR for distribution to the Food Safety Inspectors.
- 1.4.8 Food Recalls. In the event of a product recall by the U.S. Department of Agriculture (USDA), DeCA, or the manufacturer, the Contractor shall immediately remove all recalled items from the In-Store Specialty Delicatessen and Bakery Resale Operations to include Sushi, where applicable. Following the removal of the recalled product, the Contractor shall notify via email the DeCA Program Manager, Contracting Officer, and DeCA Health & Safety Directorate regarding whether any recalled product was present, and if so, the quantity removed.
- 1.4.9 UPC/PLU Code. The Contractor shall ensure all products offered for sale have an industry standard manufacturer's UPC code or DeCA PLU/UPC code with product description. All DeCA PLU/UPC codes shall be entered into the Government Furnished Scales and Power HQ. The Contractor shall be responsible for ensuring DeCA PLUs/UPCs are loaded into the scale.
- 1.4.9.1 Manufacturer UPC. Upon approval by the Program Manager Contractor may cover the manufacturer's UPC code with any other sticker which would prevent the item from being scanned by the register operator.
- 1.4.9.1.1 Items which are sold within the In-store Specialty Delicatessen and Bakery Resale Operations to include Sushi, where applicable that become represented by a national broker under exclusive contract with the manufacturer may have their UPC code covered with another sticker preventing the item from being scanned by the register for a specifically limited period of time as determined by the DeCA Program Manager. Written approval from the DeCA Program Manager must be obtained prior to covering the UPC code.
- 1.4.9.1.2 Items which are short dated may be marked down. Marked down items may have their UPC code covered with another sticker preventing the item from being scanned by the register.
- 1.4.9.1.3 Items which are coded with an International UPC code that does not scan in our business system may have their UPC code covered with another sticker preventing the item from being scanned by the register. Written approval from the DeCA Program Manager must be obtained prior to covering the UPC code.
- 1.4.9.2. DeCA PLU/UPC. The Contractor shall request a DeCA PLU/UPC for items that do not contain a manufacturer's UPC and items for which the Contractor has been approved under the limited circumstances stated above to cover the manufacturer's UPC. To request a DeCA PLU/UPC for an item that requires a scale label, the Contractor shall provide to the DeCA Program Manager a DeCAF 40-15 with sufficient item description detail to ensure an appropriate DeCA PLU/UPC is assigned. The following product descriptions should be considered when requesting a DeCA PLU/UPC.
- 1.4.9.2.1 Random Weight. These items are made up of bulk meats, cheeses and other items sold by weight and require additional preparation and or packaging prior to being purchased by the patron. Examples include but are not limited to sliced deli meat, cold salads, luncheon meats, puddings, gelatins, salad bar, olives, etc.
- 1.4.9.2.2 Non Random Weight. These items arrive at the store pre-packaged and require no additional preparation for immediate purchase by patrons. These items have a manufacturer provided UPC code. Examples include imported items, grocery items and other ethnic or regional products.

- 1.4.9.2.3 Bakery. These items require some preparation from Contractor personnel, such as thawing, addition of ingredients or final decoration. Examples include breads, cakes, muffins, pies and specialty items. Specialty items are wedding cakes, sheet cakes, designer cupcakes, etc.
- 1.4.9.2.4 Sushi. These items are primarily made up of cold rice dressed with vinegar, formed into any of various shapes and garnished especially with bits of raw seafood and/or vegetables. Typically these items will be prepared in store by trained personnel.
- 1.4.9.2.5 Ready to Heat/Ready to Eat. These items are prepared for immediate consumption by the patron or have already been cooked and can be reheated by patrons at home. Examples include rotisserie chicken, side dishes, meal solutions, sandwiches, soups, pulled rotisserie chicken, cooked chicken wings, etc.
- 1.4.10 Sale of Same Item. From time to time, items which are sold within the In-store Specialty Delicatessen and Bakery Resale Operations to include Sushi, where applicable, may become represented by a national broker under exclusive contract with the manufacturer. In such cases, the Commissary must obtain all of these items through the exclusive contract provided by the broker. The DeCA Program Manager will communicate the necessity to discontinue any such items. The Contractor shall discontinue selling any such item within their stock assortment within 30 days from the date of notification of the change in manufacturer exclusivity with a broker.
- 1.4.11 Suppliers. The Contractor's suppliers shall comply with the Country of Origin Labeling (COOL) requirements of the Food and Drug Administration (FDA), and be registered with the FDA for Bio Terrorism.
- 1.4.12 Deliveries. Delivery vehicles must be in good repair and clean. Drivers and vehicles must meet the requirements of the local installation before being allowed onto a military installation. Deliveries are subject to Government inspection before being unloaded. The Contractor may not use failure to meet any of the installation requirements and/or inspections as valid reason for not meeting the contract or PWS requirement.
- 1.4.13 New Initiatives. New initiatives include actions which would significantly change the appearance of the Instore Specialty Delicatessen and Bakery Resale Operations to include Sushi, where applicable or would result in a new service being provided to the patrons which requires changes to the infrastructure of the store or additional Government Furnished Equipment (GFE). Examples include but are not limited to additional or new fixtures or display cases, power, space, ventilation or other changes to the layout of the commissary floor plan.
- 1.4.13.1 The Contractor shall not proceed with any new initiatives without prior written approval from the DeCA Program Manager.
- 1.4.13.2 The Contractor shall provide a business case for new initiatives to the DeCA Program Manager for coordination through the Contracting Officer for approval. The Business case will detail the objectives, new equipment required, costs, and expected benefits to year over year sales growth, and how these will be measured.
- 1.4.14 Ownership of Products. Ownership of In-store Specialty Delicatessen and Bakery Resale Operations to include Sushi, where applicable products will remain with the Contractor until scanned or keyed (if not able to be scanned) at a DeCA authorized register.
- 1.4.15 Décor. The Contractor shall acquire written or verbal (if verbal approval, Contractor must document) approval from the Commissary Officer prior to making any changes to the décor (e.g., seasonal decorations, merchandising enhancements). The Government will not reimburse the Contractor for such items.
- 1.4.16 Contractor Reimbursement. The Contractor and commissary store personnel shall independently reconcile sales of all items scanned through the point of sale system of the In-store Specialty Delicatessen and Bakery Resale Operations to include Sushi, where applicable, sales recorded on the scanning system's daily report. The contractor

shall notify commissary store personnel within three business days of any discrepancies. Payment will be based on a weekly rollup of the reconciliation records by the commissary store.

- 1.4.17 Scales. The Contractor shall maintain current and accurate scale system product data. The Contractor shall verify and document daily the accuracy of scales using test weights. The Contractor shall not use scales that fail that accuracy test.
- 1.4.18 Global Data Synchronization (GDS). DeCA utilizes data synchronization by means of the Global Data Synchronization Network (GDSN). Direct store delivery, local/regional includes delicatessen, bakery and seafood specialty department products and variable weight items are currently exempt. Contractors may be required to transmit data for specialty department products in the future and shall do so at no additional cost to the Government. Additional information may be found at the following two (2) websites: 1 World Sync at: http://www.1sync.org/ or call 866-280-4013, and GS1US at: http://www.gs1us.org/.
- 1.4.19 Enterprise-wide Contractor Manpower Reporting. The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for DeCA via a secure data collection site. The Contractor is required to completely fill-in all required data fields using the following web address: https://www.ecmra mil/Default.aspx.
- 1.4.19.1 Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported anytime during the FY, all data must be reported no later than October 31st of each calendar year. Contractors may direct questions to the help desk at: https://www.ecmra.mil/Login.aspx/.
- 1.4.19.2 The table below provides the reporting periods and deadline for reporting. The inclusion of the option years in the table does not obligate the Government to exercise the option years.

Performance Period	Start	End	Deadline
Base Performance Period	Contract Award	30 September 2020	31 October 2020
Base Performance Period	Contract Award plus one (1) year	30 September 2021	31 October 2021
Base Performance Period and Option Year 1	Contract Award plus two (2) years	30 Septebmer 2022	31 October 2022
Option Years 1 and 2	Contract Award plus three (3) years	30 September 2023	31 October 2023
Option Years 2 and 3	Contract Award plus four (4) years	30 September 2024	31 October 2024
Option Year 3	Contract Award plus five (5) years	Last day of period of performance prior to 30 September 2025	31 October 2025

2. PERSONNEL.

- 2.1 Contract Management. The Contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to each commissary store. The Contractor must maintain continuity between the support operations at each commissary store and the Contractor's corporate offices.
- 2.1.1 The Contractor shall provide, at all times when services are required, a designated on-site manager at each location covered by the contract who bears responsibility for the performance of all work and who has full authority to act for the Contractor on all contractual performance matters related to the daily operations at that location and for ensuring communication between the Contractor and commissary store.
- 2.1.2 The Contractor shall provide an adequate number of personnel possessing the "people skills" and the food handling skills, knowledge, training, licensing and certifications, and language skills needed to satisfactorily perform all work required by this contract
- 2.1.3 The Contractor and the employees are responsible for following all policies, procedures, laws and regulations in effect on the military installation to include vehicle operations.
- 2.2 Training. The Contractor shall ensure contract personnel are trained and qualified to perform on the first day of performance and all subsequent days to support this contract and PWS requirement. The Contractor shall develop and conduct a training program for all employees that complies with the FDA Food Code. The Contractor shall maintain a list of all employees who have been trained, the type of training and date of training. This list shall be provided not later than 10 days from commencement of performance and annually thereafter to the COR for distribution to the installation medical authorities, the DeCA Area Consumer Safety Officer and the Contracting Officer. The list shall further be available for inspection at any time by Government personnel.
- 2.3 Removal of Personnel. At the request of the Commissary Officer, the Contracting Officer will require the Contractor to immediately bar any Contractor personnel whose conduct is determined to be inconsistent with the best interests of the Government from performing further work under this contract. Examples of conduct inconsistent with the best interests of the Government are: Willful destruction or mishandling of Government, patron, or vendor property; loitering; use of tobacco products in other than designated areas; unauthorized eating, grazing, or theft; acceptance of samples and gratuities; use of alcoholic beverages, illegal drugs or illegal use of controlled substances; execution of work in other than a skillful manner; displaying disruptive/unacceptable behavior (e.g., abusive, demeaning, foul or threatening language and fighting); and/or willful violations of safety standards by Contractor personnel. Removal of any employees for such cause will not constitute a valid basis for nonperformance of contract services or a claim for additional compensation.
- 2.4 The Contractor shall not employ current commissary employees without first verifying that the potential employee/employees have obtained a written recommendation/approval from the DeCA General Counsel's Office.
- 2.5 Security. The Contractor is responsible for ensuring all employees meet security requirements for employment within a Government organization, to include National Agency Check (NAC). All Contractor personnel with access to unclassified information systems shall have at a minimum a favorable NAC.
- 2.6 Dress Requirements. Contractor personnel shall present a clean, well-groomed appearance at all times while performing under this contract.
- 2.6.1 Contractor personnel shall wear, at all times while performing on this contract, some form of professional identification, customary in industry practices, that clearly displays the employee's name and the company name.

- 2.6.2 Jewelry shall be kept to minimum use. Earrings should be limited to single studs, and hands should be limited to wedding bands only. Facial jewelry, such as eyebrow and nose rings, shall not be worn. Detailed guidance is provided in DeCA Directive 40-28, Specialty Department Operations.
- 2.7 Contractor Employee Commissary Purchases. A Contractor employee who is an authorized commissary patron shall make no purchases during the hours the employee is working for the Contractor, except for items purchased for immediate consumption during the employee's lunch or break. The employee shall be able to provide the receipt for those items until the items are consumed.
- 2.8 Contractor Assistance. The Contractor shall cooperate with Governmental authorities in any administrative, civil, or criminal proceedings, including providing documentation related to employees or performance under this contract.

3. SPECIFIC REQUIREMENTS

- 3.1 Year Over Year (YOY) Sales Growth. The Contractor shall ensure that year over year sales growth is equal to or greater than 3%.
- 3.2 Savings. The Contractor shall ensure that prices on each SKU item offered meet or exceed a 1% savings. This is to exclude random weight items. The Contractor is encouraged to pass on at least half of any additional savings which may be realized to the patron in support of the agency mission.
- 3.2.1 The Contractor shall ensure that the savings over retail price within the local competitive area are achieved on a daily basis. Items compared shall be the same or similar items from a commercial supermarket and or grocery operation within the local competitive area.
- 3.2.2 For each item the Contractor carries in their stock assortment for which there is no local competition, the Contractor shall ensure that the savings over average price within the geographic or national area are achieved on a daily basis. This is to exclude random weight items. Items compared shall be the same or similar items from a commercial supermarket and or grocery operation within the geographic or national area.
- 3.2.3 The local area is defined as within a 20 miles radius of the commissary store. If no competitors exist in the local area, the Contracting Officer will provide guidance on the competitive radius.
- 3.3 Customer Satisfaction. The Contractor shall provide high quality customer service with minimum wait times. The Contractor shall provide helpful, pleasant interactions to all patrons of the commissary and Government personnel.
- 3.4 Products. The Contractor shall provide a selection of products as determined by patron demand and/or current market trends and reviewed by the DeCA Program Manager.

4. QUALITY

- 4.1 Quality Control Plan (QCP). The Contractor shall provide to the Contracting Officer a QCP for their operations not later than 15 days prior to the start of performance and updated not later than 30 days in advance of each subsequent performance period, as applicable for the life of the contract.
- 4.1.1 The QCP shall address adherence to all applicable requirements of Federal, State and Local regulations regarding sanitation and food safety to include the FDA Food Code.

- 4.1.2 The QCP shall include a Hazard Analysis and Critical Control Point (HACCP) plan addressing all hot foods (e.g. rotisserie chicken, hot soups and pizza) and sushi items, where applicable.
- 4.1.2.1 The HACCP plan shall be updated when changes in operations occur. The HACCP plan verification procedures shall include adherence to an annual review of operations to ensure the HACCP is current and applicable to all operations.
- 4.1.2.2 The HACCP plan shall be routed through the DeCA Area Consumer (Food) Safety Officer for approval.
- 4.1.3 The QCP shall include the Government requirement for maintaining a Government furnished temperature log in accordance with food safety regulations. The logs are the property of the Government and the incumbent shall ensure the temperature logs remain with the commissary.
- 4.1.4 The QCP shall include the Government requirement for sushi operations where applicable to annotate the thaw date on all frozen ingredient packages utilized in the preparation of sushi. This requirement is added to the Contractor standard operation procedures and the HAACP.
- 4.1.5 The QCP shall address the requirement to ensure DeCA systems are updated to reflect current and accurate UPC, PLU and pricing information to include Government Furnished Equipment (e.g. scales).
- 4.1.6 The QCP shall ensure product is only procured from approved sources.
- 4.1.7 The QCP shall address training and refresher training.
- 4.1.8 The QCP shall address the requirements for year over year sales growth, patron savings, and product quality and customer satisfaction.
- 4.2 Quality Assurance Surveillance Plan (QASP). The Contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the contract. The role of the Government is quality assurance to ensure contract standards are achieved.
- 4.2.1 The Government will inspect and evaluate the Contractor's performance to ensure services are received in accordance with requirements set forth in this contract. The Government will use a variety of surveillance methods to evaluate the Contractor's performance. The Government may unilaterally change the type and frequency of inspections, as necessary.
- 4.2.1.1 The COR will conduct periodic inspections, random samplings, assessments of the Contractor's QCP, and service level monitoring.
- 4.2.1.2 Assessment of the Contractor's QCP predominantly will be accomplished by reviewing the Contractor's inspection checklists or other documentation that identifies the areas and items inspected, the method used to inspect, the frequency of the inspection, the corrective actions taken for deficiencies identified, and the name and title of the person(s) performing the inspections. The Government will periodically validate the Contractor's QCP as it pertains to meeting the government requirement for patron savings and year over year sales growth.
- 4.2.1.3 The Government will perform random price surveys to verify the Contractor is meeting the patron savings. If the Contractor has not met the patron savings, the Government will immediately inform the Contractor of these findings and request the Contractor adjust the pricing to meet the patron savings. Supermarkets and grocery retailers within the 20 miles radius will be compared for price surveys. The Category Management Team will determine which supermarket and or grocery retailers will be surveyed. DeCA will utilize syndicated data from a third party surveyor on a random basis to surveil savings of non-random weight and non-scale items. The pool will be restricted

solely to supermarkets and or grocery retailers but will not include membership clubs. Price surveys will be performed by the Category Management Team. Compliance must be achieved within a 20 miles radius, if contractors are found to be out of compliance within the required timeline, Contractors will be given 30 days to comply. Failure to comply will result in removal of items from DeCA's retail sales system.

5. **ENVIRONMENTAL CONTROLS**. The Contractor shall not adjust heating, ventilation and air-conditioning systems controls, unless specifically authorized to do so by commissary management personnel.

6. EMERGENCY PROCEDURES

- 6.1 The Contractor shall follow local commissary guidance and posted plans for emergencies, such as, but not limited to, accidents, bomb threats, fire and disaster evacuations, weather emergencies, and power outages.
- 6.2 The Contractor shall provide a list of emergency points of contact (POC's) and telephone and/or mobile numbers to the Commissary Officer at each commissary upon commencement of contract. The Contractor shall keep the list current at all times during the term of the contract and any changes shall be provided to the Commissary Officer prior to the effective date.

7. CONTRACT TRANSITION

- 7.1 Transition. Upon notification of award to another Contractor of a follow-on contract for these operations, the incumbent Contractor shall:
- 7.1.1 Provide the new Contractor and/or Government access to the contracted operations, including all storage areas for the purpose of accessing equipment, product mix, furnishings, decor, etc.; and
- 7.1.2 Provide the Contracting Officer with a transition plan, no later than 15 calendar days from notification of the contract award. The transition plan shall provide at a minimum:
- 7.1.2.1 A list of all equipment and furnishings the incumbent intends to remove from the premises after the last day of contract performance;
- 7.1.2.2 A plan for the removal of Contractor-owned equipment coordinated with the Commissary Officer;
- 7.1.2.3 A list of all inventory, equipment and other items to include the terms and conditions offered to the new Contractor which the incumbent will sell or otherwise transfer to the awardee prior to midnight on the last day of performance under this contract;
- 7.1.2.4 A plan to conduct a joint inventory of all Government furnished equipment and supplies with the Commissary Officer;
- 7.1.2.5 A list of all Government equipment which requires repair or is not functioning;
- 7.1.2.6 A plan to transfer all temperature logs to the Commissary Officer on the final day of performance to include the name and contact information of the Contractor personnel who will be responsible for this action.
- 7.1.2.7 A plan to provide the new Contractor access to the incumbent Contractor's employees and allow for the public posting of a suitable recruitment notice at each commissary store.
- 7.1.2.8 A plan coordinated with the new Contractor on actions both parties will take to ensure that the transition is seamless and transparent from the patrons' perspective.

7.2 Failure on the part of the incumbent to act according to provisions of this section will negatively impact the incumbent's past performance evaluation.

8. GOVERNMENT FURNISHED ITEMS.

- 8.1. Government Furnished Equipment. For specific equipment applicable to this contract and PWS requirement see Attachment 4, Government Furnished Equipment.
- 8.1.1 The Government will maintain repair or replace as required, all Government-furnished equipment. The Government is responsible for routine and preventive maintenance per the equipment requirement with the exception of cleaning. Equipment cleaning is the responsibility of the contractor. The Contractor shall notify the Contracting Officer when necessary repairs are required.
- 8.1.2 The Contractor shall notify the Government in writing when Government-furnished equipment requires nonscheduled maintenance, repair or replacement. Notification shall be sent to the Commissary Officer with copies to the Contracting Officer and DeCA Program Manager. Notification shall include the Commissary Equipment Description (CED), bar code (if applicable), Item Description, commissary location and description of equipment failure/issue. The Contractor shall reimburse the Government for any maintenance, repairs or replacements resulting from negligence or misuse of Government-furnished equipment by Contractor employees. The Government may consider factors outside of the contract awardee's control as it relates to performance measurements.
- 8.2. Keys. The Contractor shall manage all keys assigned to the delicatessen, bakery and sushi, where applicable resale operations. The contractor shall follow all policies and procedures regarding physical security as contained in appropriate Department of Defense, Service or Agency manuals and directives.
- 8.3 Secure Storage. The Government will provide a reasonable amount of secure storage of contractor weekly supplies.
- 9. CONTRACTOR FURNISHED ITEMS. Equipment furnished by the Contractor is the Contractor's property and shall be provided at no additional cost to the Government. The Contractor is responsible for all maintenance, repairs, parts, and training for Contractor furnished equipment. The Government will not be responsible in any way for loss or damage occasioned by fire, theft, "acts of God", accident, nor otherwise to the Contractor's materials, supplies, or equipment stored on Government property, unless the Contracting Officer determines that the loss or damage is due to negligence on the part of the Government. Any proposed Contractor owned equipment shall be evaluated and approved by the COR and Commissary Officer prior to installation and use. The contractor request shall identify any necessary facility changes if the equipment would be approved with the proposed Contractor owned equipment request. The Commissary Officer will be responsible for initiating any changes to the Government facility that may be required to accommodate installation of approved Contractor furnished equipment.
- 9.1 OSHA Requirements. Contractor furnished equipment shall comply with all applicable OSHA standards. The Government reserves the right to require the Contractor to remove from commissary premises any Contractor owned property that does not meet such standards, that is not being used for its intended purpose, or which the Government determines may cause damage or destruction to commissary customers, personnel, facilities, or property.
- 9.2 Exposed Product. The Contractor shall be responsible for the proper handling and care, and/or disposal of its product exposed to unsafe temperatures.
- 9.2.1 The Government will notify the Contractor immediately upon discovery of Contractor product exposure to unsafe temperatures.

- 9.2.2 The Contractor will notify the Store Administration immediately upon discovery of Contractor product exposure to unsafe temperatures.
- 9.2.3. The Contractor shall coordinate in writing a request for Military Food Inspector inspection of Contractor product exposed to unsafe temperatures through the store administration.
- **10. APPLICABLE PUBLICATIONS AND DIRECTIVES**. The Contractor shall comply with the following mandatory references as applicable and implemented updates or changes specified by these publications when issued. DeCA Directives (DeCADs) may be found at www.commissaries.com. Once there, click on "Our Agency", Under "About DeCA", click on "Official Publications", next screen, click on "Directives", scroll down to "40-Plans and Policy", and select the publication number.

USFDA, US Public Health Service, Food Code www fda.gov

CFR 29, Occupational Safety and Health Administration Standards (OSHA) US Department of Labor www.osha.gov

DOD 5500-7-R, Joint Ethics Regulation www.defenselink mil

NSF, National Sanitation Foundation International www.nsf.org/usda

The following publications are incorporated for advisory purposes only:

DeCAD 30-18, Defense Commissary Agency Security Programs

DeCAD 40-5, Grocery Department Operations

DeCAD 40-6, Front-End Department

DeCAD 40-28, Specialty Departments Deli, Bakery, Seafood, Plants, Etc.,

DeCAH 20-7, The Environmental Conservation Handbook

VETCOM, Directory of Sanitarily Approved Food Establishments for the Circular 40-1, Armed Forces Procurement http://vets.amedd.army_mil/f

52.212-4 ADDENDUM

FAR 52,212-4 ADDENDUM - CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS

- (w) **FORMAL TEAMING ARRANGEMENTS:** A formal teaming arrangement is when a contractor will depend on the products, capital contributions, or expertise [in whole, or in part] of another company (or companies) to successfully complete the performance of a contract. A contractor engaged in a formal teaming arrangement will maintain the written formal agreement that outlines the terms of the arrangement throughout the life of the contract. If a contractor is in a teaming arrangement where a change in the partners has occurred or will occur in the future, the Contracting Officer must be immediately notified, prior to implementation. The Contracting Officer will determine if the change adversely affects performance under this contract. If it is determined that performance is adversely affected, the Contracting Officer may use remedies provided in the contract terms and conditions that may lead to termination of the contract. The contractor is prohibited from entering into a teaming arrangement after performance has begun on this contract, without the advance written approval of the Contracting Officer.

 Government approval of such a proposed action after award will only be approved under extreme circumstances. The prime contractor maintains full responsibility for performance under this contract as the prime contractor regardless of any teaming arrangements made with subcontractors. An award made subject to a teaming or partnering arrangement shall not be changed without written approval from the Contracting Officer.
- (x) **SMALL BUSINESS SUBCONTRACTING PLAN:** (Large Business Contractor ONLY). As prescribed in FAR 52.219-9, Subcontracting Plans, an offeror who is a large business per the NAICS Code 722310 shall provide a small business subcontracting plan with their offer. The subcontracting plan must comply with the requirements of FAR Part 19.704 and DFARS Part 219.704.

The Contractor awarded the contract(s) is required to submit the appropriate subcontracting reports via the Electronic Subcontracting Reporting System (eSRS), which may be accessed by logging in to: http://www.esrs.gov. The eSRS is an electronic, web-based system for subcontract reporting that replaces the manual paper forms (SF 294 and SF 295) and provides a single point of entry for subcontracting requirements and reports.

When submitting subcontracting reports via eSRS, the Contractor shall at a minimum include the following e-mail addresses:

Contracting Officer: LeAnna F. Stith, e-mail: leanna.stith@deca.mil; Phone: (804) 734-8000, x 86414
Contract Specialist: Irma Weaver, e-mail: irma.weaver@deca.mil; Phone (804) 734-8000, x 86120
eSRS Agency Coordinator: Floyd Kirkland, e-mail floyd-kirkland@deca.mil; Phone (804) 734-8000, x 86223

Assistance in developing or updating a subcontracting plan may be obtained online from the Defense Contract Management Agency (DCMA) at www.dcma.mil. Under "Customer Access", click on "CMT Viewer", enter your CAGE number on the search screen to obtain your SBS contact. In addition, your local Procurement Technical Assistance Center (PTAC) may be of assistance at www.dla.mil/db/procurem.htm. Subcontracting plan templates are available on the DeCA website at http://www.commissaries.com/business/subcontractplan.cfm.

(y) **SMALL BUSINESS PARTICIPATION PLAN REPORT:** The contract awardee (large and small business concerns) shall submit a small business participation plan report annually (October 1 through September 30). At a minimum, the contractor shall submit a report that addresses actual achievement of the required elements listed at Attachment 6 (Page 7a), including completion of the worksheets at pages 7b (Subcontracted Supplies or Services) and 7c (Subcontracting Goals) reflecting actual achievement for the annual reporting period. The report is due NLT October 31 of each year (covers the period 1 Oct thru 30 Sep each reporting period).

- (z) **SAM AND EDA REQUIREMENTS:** The Contractor is responsible for keeping registration active in the System for Award Management (SAM) and Electronic Document Access databases throughout the duration of this contract. These databases may be accessed via the Internet at http://www.acquisition.gov and http://www.
- (aa) **DELIVERY TICKET INVOICE (DTI) PROCEDURES:** In lieu of Wide Area Work Flow Payment Instructions (DFARS 252.232-7006), invoices and payments will be processed through SAVES. Receiving and payment processes on this contract will be accomplished through DTI procedures. Under these procedures, the daily reconciliation document will serve as a receipt and an invoice for bill paying purposes. The daily reconciliation documents will be accumulated by the Government, and consolidated, or rolled up, weekly into a single DTI amount. The rollup period may follow a Monday through Sunday or Days of a Month Schedule (Days 1 through 7, 8 through 14, 15 through 21, 22 through 28, and 29 to end of month), but the contractor and the commissary must agree to the rollup method used. This consolidated amount will be the amount used for the designated payment period.
- (ab) **ORDERING:** For purposes of this contract, delivery orders or task orders, as referred to in DFARS 252.216-7006, Ordering (contained herein), is defined as the daily reconciliation document which serves as a receipt and an invoice for bill paying purposes. Paragraph (c) of the reference clause is not applicable to this contract.
- (ac) **ITEM TRANSFER:** Deli/bakery contractors are often required to purchase case lot quantities when procuring food subsistence from food wholesalers or retail outlets for utilization in their food production process. This often necessitates the purchase of quantities that exceed their requirements resulting in spoilage and losses that are passed down to our patrons in the form of increased prices. The intent of this procedural change is not to supply all food subsistence needs to contractors but to afford deli/bakery contractors access to better quality food by authorizing purchases from produce, meat and grocery departments in amounts that may not otherwise be available.

The deli/bakery contractors are authorized to request purchases of specific commissary-owned food to incorporate into products they sell in order to enhance their display cases, to add to a product offered for sale and to process for resale. Examples include tomatoes or lettuce for incorporation into a sandwich or pickles added as a side to a sandwich. The deli/bakery contractor can make use of this privilege at their discretion.

All subsistence sold to the deli/bakery contractor from the commissary must be exclusively utilized to support deli/bakery operations, as specified in the contractual agreement with DeCA. The deli/bakery contractor may not offer the purchased items for resale to the patron for other than the aforementioned conditions. For example, the deli/bakery contractor may not sell tomatoes or lettuce in their original condition. Additionally, deli/bakery contractors may not utilize the purchases process to replace their traditional suppliers for reoccurring food subsistence requirements. In the event the deli/bakery contractor violates the purchase procedures or utilize the purchased food subsistence for other than an approved use, action will be taken to immediately terminate the transfer/purchase privilege.

In the event the commissary experiences a not-in-stock situation on an item normally requested by the deli/bakery contractor or the request for new items is denied, the contractor shall hold the Government harmless. In these situations, the contractor is expected to utilize traditional methods for store replenishment to ensure there is no degradation in service to our customers.

Savings incurred through the purchase of food from the commissary to the deli/bakery contractor, shall be passed on to the patron. These savings are attributable to lower prices for the purchased merchandise as well as shrink. The Contracting Officer will be responsible for validating savings to the patron.

Designated as pre-approved for purchases are:

- (1) Avocados, carrots, cucumbers, lemons, cabbage, lettuce (all kinds), onions, greens (mustard, kale, etc.), tomatoes (all varieties), peppers (various colors), and grapes, fresh chickens, packaged pesto sauce, banana pepper rings, brown spicy mustard, golden Italian dressing, liquid butter, Direct Store Delivery (DSD) sub rolls, DSD sandwich rolls, DSD Kaiser rolls and DSD sliced bread.
- (2) Produce in limited quantities (usually less than one pound) for enhancement of display cases.
- (3) Food, such as pickles or olives that will be added as a garnish to sandwiches or fresh uncooked or frozen chicken that will be transformed into roasted ready-to-eat chicken may be approved by the contracting officer upon receipt of a written request from the deli/bakery contractor. These written requests will be handled on a case-by-case basis and must be for a specific period of time or permanent basis.

The deli/bakery contractor must complete a DeCA Form 70-20, Subsistence Request for Issue, Turn-In or Transfer, Apr 2006 (Attachment 1 of the DeCA Form 70-20) as follows:

- (1) One form will be submitted for each department that items are requested and issued from. The deli/bakery manager or designated representative must sign and date the DeCA Form 70-20 in the field denoted as "Issue/Turn-In Quantity Is Requested By".
- (2) The "Request To", "Date Items Required", "Item Description", "Unit of Issue", "Quantity", "Unit Price", and "Unit Cost" fields must be completed. The commissary shall utilize the retail price and not the cost price.
- (3) The department manager or designee shall sign and date the DeCA Form 70-20 indicating that the product has been issued to the deli/bakery contractor in the "Issue Qty In Supply Action" field. The contractor shall validate all issues by signing and dating the DeCA Form 70-20 in the "Rec Qty In Supply Action" field.
- (4) The issuing department will be responsible for control and overall monitoring of DeCA Form 70-20. The original forms will be maintained in the issuing department.

The issuing department (s) will roll up the DeCA Form 70-20 on the two working days after the end of the roll up period, and possibly before an inventory at the direction of commissary management. The DeCA Form 70-20 is for record keeping purposes to support the deduction and will be maintained by the issuing department.

The contractor shall review the DeCA Form 70-20 for accuracy and sign it. A copy of supporting DeCA Form 70-20 (s) will be provided to the contractor upon completion. The amount on the DeCA Form 70-20 will be deducted from the amount submitted to the Resale Accounting Branch (RAB) before the receipt amount is submitted. The deli/bakery contractor will be responsible for forwarding completed copies of the DeCA Form 70-20 (s) to their company's accounting office as appropriate. The DeCA Form 70-20 will also be used as supporting documentation to record the transfers of product from issuing department to the gaining department.

(ad) MILITARY FOOD INSPECTIONS (MFI): The MFI serves as the food safety regulator for the DeCA. The MFI is a representative of the U.S. Army or U.S. Air Force Public Health Command. U.S. Army Public Health Command representatives support commissaries on Army, Navy, and Marine Corps installations. U.S. Air Force Public Health Command representatives support commissaries on Air Force Installations. The primary role of the MFI is regulatory in nature and reinforces federal and DoD food safety and sanitation requirements. In addition to the regulatory role, the Army MFI also performs food inspections as a core mission requirement. Food inspections are performed to determine quality, condition, and wholesomeness. All items sold in the commissary store are subject to inspection by the MFI.

(ae) REQUEST FOR EQUITABLE ADJUSTMENTS DUE TO CHANGES IN DEPARTMENT OF LABOR WAGE DETERMINATIONS: In accordance with FAR 52.222-43, Fair Labor Standards Act and Service Contract Act- Price Adjustment, adjustments to pricing (patron savings) resulting from mandatory increases in wage rates and/or health and welfare benefits on applicable Department of Labor (DoL) wage determinations are permissible. An offeror who elects to request price adjustments shall provide specific information describing how increases will impact the percentage of savings after giving consideration to the most recent annual inflation rate as published on the U.S. Department of Labor Statistics, Consumer Price Index (CPI) table for Food and Beverages. This table can be accessed at www.bls.gov/data/. The response to this issue shall be in sufficient detail to allow for a clear and calculable understanding of the potential impact. All equitable adjustments should be submitted to the Contracting Officer in accordance with the Defense Federal Acquisition Regulations (DFARS) 252.243-7002, Request for Equitable Adjustments (Dec. 2012).

(af) CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEMS (CPARS):

In accordance with FAR 42.15, an annual Contractor Performance Assessment Report (CPAR) is required to record a contractor's performance. The CPAR process that the Defense Commissary Agency will utilize is totally paperless and accessed through the Navy CPAR System (CPARS). The system may be accessed via https://www.cpars.gov.

For contractor access to CPARS, the contractor must first obtain a public key infrastructure (PKI) certificate. This is an added security measure to ensure unauthorized individuals cannot access a contractor's past performance information. A DoD PKI certificate may be purchased from one of the following three (3) approved External Certificate Authority (ECA) vendors:

- Operational Research Consultants, Inc. (ORC) http://www.orc.com
- Symantec http://www.symantec.com/verisign/shared-service-pki
- IdenTrust http://www.identrust.com/certificates/eca/index html

(ag) **GLOBAL DATA SYNCHRONIZATION (GDS):** DeCA utilizes data synchronization by means of the Global Data Synchronization Network (GDSN). Direct store delivery, local/regional – includes delicatessen, bakery and seafood specialty department products – and variable weight items are currently exempt. Contractors may be required to transmit data for specialty department products in the future and shall do so at no additional cost to the Government. Additional information may be found at the following two (2) websites:

World Sync at: www.1worldsync.com/deca

GS1US at: http://www.gs1us.org/

(ah) **ENTERPRISE BUSINESS SOLUTION (EBS):** DeCA is in the process of implementing and modernizing its resale business operations including processes associated with vendor/supplier portal, contracting, cataloging, pricing, promotions, planogramming, ordering, receiving, inventory, customer relationship management (loyalty marketing, digital coupons), point-of-sale with electronic/mobile commerce, financial information management, and warehouse management. EBS consists of several systems that work together simultaneously.

Power HQ is the main system that performs as the centralized catalogue and database, and provides DeCA Headquarters and commissary personnel with item, cost, pricing, and data management. Power HQ has replaced the functions performed in DeCA's legacy Interactive Business System (DIBS). Power HQ feeds the stores' front-end point of sales systems and provides both DeCA and the Contractor with information relevant to determining the dollar amount due to the Contractor from front-end sales generated by the products purchased by the patrons at the contractor operated deli/bakery resale operations. All items sold through the contracted in-store deli bakery resale operations, to include sushi, shall be entered into Power HQ. Items not entered into Power HQ will not scan at the point-of-sale. The contractor shall not request store personnel load product information directly into the front-end point-of-sale systems.

Vendor Portal has replaced the functions performed in DeCA's legacy Web Pricing System, and is the Contractor's gateway for entering the deli-bakery and sushi retail prices into Power HQ. The contractor shall utilize the EBS Vendor Portal to submit the retail price in accordance with the timeframes specified elsewhere in this contract, and any other details that may be required by DeCA for items under this contract/agreement. The contractor is required to comply with all EBS changes throughout the life of the contract at no additional cost to the Government.

Price Look Up (PLU) and Universal Product Code (UPC) Requirements:

DeCA's agency approved, retailer assigned PLU codes shall be used to identify and label deli, bakery and sushi products under this contract. As PLUs are be imbedded in a UPC barcode, all variable weighted UPCs will begin with "2" followed by the 4- or 5-digit PLU and then five zeroes "00000." The total price will be depicted within the last 5-digits of the UPC.

Attachment 7 – DeCA Agency Approved, Retailer Assigned Delicatessen and Bakery to include Sushi, where applicable, PLU/UPC list (stand alone document) contains DeCA's agency approved, retailer assigned Deli-Bakery and Sushi PLU/UPC list for deli/bakery and sushi items sold under this contract. As DeCA assigns new PLU/UPC to this list, the Category Manager shall communicate the newly assigned PLU/UPC to the Contractor rather than republishing the list. The assignment of an additional agency approved, retailer assigned PLUs and UPCs not stated on Attachment 7- DeCA Agency Approved, Retailer Assigned Delicatessen and Bakery to include Sushi, where applicable, PLU/UPC list (stand alone document) will not require future contract modifications.

- The contractor is required to use agency approved, retailer assigned PLUs for all items not currently assigned a PLU in the scale(s).
- The contractor is required to use agency approved, retailer assigned UPCs for all items currently assigned a PLU in the scale(s).
- The contractor is required to use agency approved, retailer assigned UPCs for all items not containing
 manufacturer's UPCs. All items containing manufacturer's UPCs shall be sold based on the
 manufacturer's UPC.
- Items not containing a manufacturer's UPCs shall be submitted to the Category Manager via a DeCAF 40-15. The DeCAF 40-15 shall include the DeCA Deli/Bakery PLU/UPC List item description and UPC. See Attachment 7- DeCA Agency Approved, Retailer Assigned Delicatessen and Bakery to include Sushi, where applicable, PLU/UPC list (stand alone document) for PLU/UPC List.
- Items not listed on the DeCA Deli/Bakery PLU/UPC List shall be submitted to the Category Manager via a DeCAF 40-15 with an accurate industry standard item description. The Category Manager will assign an agency approved, retailer assigned PLU and UPC.

Deli/Bakery Department Scale Information and Requirements:

The contractor is required to load and maintain current and accurate product data into the deli/bakery scales until such time that Power HQ electronically pushes this information to the scales.

CLAUSES INCORPORATED BY REFERENCE

52.203-3 52.203-6 Alt I	Gratuities Restrictions On Subcontractor Sales To The Government	APR 1984 OCT 1995
	(JUN 2020) Alternate I	
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other	JUL 2018
	Covered Entities.	
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2019
52.209-6	Protecting the Government's Interest When Subcontracting	JUN 2020
	With Contractors Debarred, Suspended, or Proposed for Debarment	
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-4	Contract Terms and ConditionsCommercial Items	OCT 2018
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-9 Alt II	Small Business Subcontracting Plan (JUN 2020) Alternate II	NOV 2016
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	NOV 2020
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor Cooperation with Authorities and Remedies	JAN 2020
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	AUG 2018

52.222-43	Fair Labor Standards Act And Service Contract Labor	AUG 2018
	Standards - Price Adjustment (Multiple Year And Option	
	Contracts)	
52.222-50	Combating Trafficking in Persons	JAN 2019
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
52.223-2	Affirmative Procurement of Biobased Products Under Service	
32.223 2	and Construction Contracts	2012
52.223-5 Alt I	Pollution Prevention and Right-to-Know Information (May	MAY 2011
32.223-3 Alt I	2011) Alternate I	WIAT 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-13	Acquisition of EPEAT - Registered Imaging Equipment (Jun 2014)	JUN 2014
52.223-15	Energy Efficiency in Energy-Consuming Products	MAY 2020
52.223-16	Acquisition of EPEAT (R) - Registered Personal Computer	OCT 2015
02.220 10	Products	001 2010
52.223-17	Affirmative Procurement of EPA-Designated Items in Service	AUG 2018
32.223 17	and Construction Contracts	3710 0 2010
52.223-18	Encouraging Contractor Policies To Ban Text Messaging	JUN 2020
32.223-10	While Driving	JUIN 2020
52.225-13	e e e e e e e e e e e e e e e e e e e	II INI 2009
	Restrictions on Certain Foreign Purchases Insurance - Work On A Government Installation	JUN 2008
52.228-5		JAN 1997
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-33	Payment by Electronic Funds TransferSystem for Award	OCT 2018
	Management	
52.232-40	Providing Accelerated Payments to Small Business	DEC 2013
	Subcontractors	
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	APR 1984
	Vegetation	
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.245-1	Government Property	JAN 2017
52.245-9	Use And Charges	APR 2012
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD	SEP 2011
232.203 7000	Officials	DL1 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7012	Safeguarding Covered Defense Information and Cyber	DEC 2019
	Incident Reporting	
252.204-7015	Notice of Authorized Disclosure of Information for Litigation	MAY 2016
	Support	2010
252.205-7000	Provision Of Information To Cooperative Agreement Holders	S DEC 1991
232.203 7000	210.1.5.5.n Of Information To Cooperative rigicoment Holders	, 220 1//1

252.209-7004	Subcontracting With Firms That Are Owned or Controlled B The Government of a Country that is a State Sponsor of	y MAY 2019
	Terrorism	
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.216-7009	Allowability of Legal Costs Incurred in Connection With a	SEP 2013
	Whistleblower Proceeding	
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2019
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned	APR 2019
	Economic Enterprises, and Native Hawaiian Small Business	
	Concerns	
252.232-7007	Limitation Of Government's Obligation	APR 2014
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	APR 2012
	Property	
252.245-7002	Reporting Loss of Government Property	DEC 2017
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017
202.210 7001	Titp of all by a continuation, and bisposar	2202011

CLAUSES INCORPORATED BY FULL TEXT

52.204-4500 INSTALLATION ACCESS REQUIREMENTS (JAN 31 2012)

The contractor shall be responsible for ensuring full compliance with all installation access procedures. Installation access includes, but is not limited to, obtaining applicable installation passes and inspections for vehicles and personnel. Contractor employees may also be subject to background security checks/clearances in order to obtain credentials for passes. Some installations are using programs, such as RAPIDGate, which may result in a cost to the contractor. Any costs associated with such programs or with obtaining passes, will not be reimbursed separately and should be included in the contractor's proposed pricing for the product or services being acquired.

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52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2018-00021) (JUN 2020)

- (a) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (b)(1) Notwithstanding the requirements of any other clauses of this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b) (1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (vi) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (vii) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (viii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

- (ix) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (x) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (xi) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (xii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xiii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
- (xiv)(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xv) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xvii) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).
- (xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
- (xix) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xx)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (B) Alternate I (JAN 2017) of 52.224-3.
- (xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor MAY include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor
- (1) Any order for a single item in excess of \$1,000,000.00;
- (2) Any order for a combination of items in excess of \$1,000,000.00; or
- (3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 3/31/2023.

(End of clause)

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 the expiration 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 the 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 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 5 years and 6 months.

(End of clause)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (DEVIATION 2020-00008) (MAR 2020)

(a) Definitions. As used in this clause—

"HUBZone small business concern" means a small business concern, certified by the Small Business Administration (SBA), that appears on the List of Qualified HUBZone Small Business Concerns maintained by the SBA (13 CFR 126.103).

- "Similarly situated entity" means a first-tier subcontractor, including an independent contractor, that—
- (1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
- (2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.
- (b) Evaluation preference.
- (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—
- (i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and
- (ii) Otherwise successful offers from small business concerns.
- (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
- (3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.
- (c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs(e) and (f) of this clause do not apply if the Offeror has waived the evaluation preference.Offeror elects to waive the evaluation preference.
- (d) Independent contractors. An independent contractor shall be considered a subcontractor.
- (e) Limitations on subcontracting. By submission of an offer and execution of a contract, a HUBZone small business concern agrees that, in the case of a contract assigned a NAICS code for—
- (1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. Other direct costs are excluded to the extent they are not the principal purpose of the contract and cannot be obtained from small business concerns;
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;
- (3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the prime contractor's 85 percent subcontract amount that cannot be exceeded; or
- (4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the prime contractor's 75 percent subcontract amount that cannot be exceeded.
- (f) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable requirements specified in paragraph (e) of this clause.
- (g) Nonmanufacturer.
- (1) Unless SBA has waived the requirements of paragraphs (g)(1)(i) through (iii) of this clause in accordance with 13 CFR 121.1204, a HUBZone small business concern that provides an end item it did not manufacture, process, or produce, shall—
- (i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its outlying areas;
- (ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and

- (iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice; for example, providing storage, transportation, or delivery.
- (2) For contracts or orders for multiple end items, at least 50 percent of the total value of the contract or order shall be manufactured, processed, or produced in the United States or its outlying areas by small business concerns.
- (3) Paragraphs (g)(1) through (2) of this clause do not apply—
- (i) To construction or service contracts; or
- (ii) When the Offeror waives the evaluation preference.
- (h) Notice. The HUBZone small business Offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone Offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror. (End of clause)

(52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

(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 Federal Acquisition Regulation (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 valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, 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 (JUN 2020)

(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 the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, 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)

52.222-42 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

Commissary	State	County	Equivalency Number	Equivalency Issue Date	Job Position Wage Grade (WG) 2-2 Rates
Fort Hamilton	NY	Kings	AC-0094R	3/24/2020	\$19.10
Carlisle Barracks	PA	Cumberland	AC-0714R	3/10/2020	\$15.66
McGuire AFB	NJ	Burlington	AC-0094R	3/24/2020	\$19.10
Andrews AFB	MD	Prince George	AC-0027R	6/18/2020	\$16.41
Annapolis NSA	MD	Anne Arundel	AC-0066R	12/31/2019	\$19.70
Fort Belvoir	VA	Fairfax	AC-0027R	6/18/2020	\$16.41
Aberdeen PG	MD	Harford	AC-0066R	12/31/2019	\$19.70
Fort Meade	MD	Anne Arundel	AC-0066R	12/31/2019	\$19.70
Fort Myer	VA	Alexandria	AC-0027R	6/18/2020	\$16.41
Quantico MCB	VA	Prince William	AC-0027R	6/18/2020	\$16.41
Fort Detrick	MD	Frederick	AC-0027R	6/18/2020	\$16.41
Forest Glen	MD	Montgomery	AC-0027R	6/18/2020	\$16.41
Bangor ANGB	ME	Penobscot	AC-0064R	8/27/2019	\$16.22
Hanscom AFB	MA	Middlesex	AC-0068R	12/31/2019	\$16.24
Fort Drum	NY	Jefferson	AC-0095R	5/19/2020	\$15.80
Saratoga Springs	NY	Saratoga	AC-0291R	5/5/2020	\$15.24
West Point	NY	Orange	AC-0094R	3/24/2020	\$19.10
New London	СТ	New London	AC-0025R	12/31/2019	\$17.60

Newport NS	RI	Newport	AC-0118R	3/24/2020	\$15.27
Dover AFB	DE	Kent	AC-0226R	1/14/2020	\$16.95
Patuxent River NAS	MD	Prince George	AC-0027R	6/18/2020	\$16.41
14/13					
Bolling AFB	DC	DC	AC-0027R	6/18/2020	\$16.41

(End of clause)

52.222-4503 CONSOLIDATED WAGE DETERMINATION (APR 2020)

The DOL wage determinations required for this solicitation and any resulting contract are incorporated by reference with full force and effect as required by FAR 52.222-41, Service Contract Labor Standards, (for commercial items see FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items, paragraph (c)(2)). The applicable wage determinations are listed in the attached consolidated wage determination. If there is any discrepancy between the consolidated wage determination and the Department of Labor (DOL) wage determination (WD), the DOL WD shall prevail. Copies of the applicable WD are available at beta.SAM.gov. If you are unable to obtain a copy of the WD from this site, please contact the issuing office identified in Block 9 of the SF 1449 or Block 7 of the SF 33.

(End Clause)

52.226-6 PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS (JUN 2020)

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

Apparently wholesome food means food that meets all quality and labeling standards imposed by Federal, State, and local laws and regulations even though the food may not be readily marketable due to appearance, age, freshness, grade, size, surplus, or other conditions.

Excess food means food that--

- (1) Is not required to meet the needs of the executive agencies; and
- (2) Would otherwise be discarded.

Food-insecure means inconsistent access to sufficient, safe, and nutritious food.

Nonprofit organization means any organization that is-

(1) Described in section 501(c) of the Internal Revenue Code of 1986; and

- (2) Exempt from tax under section 501(a) of that Code.
- (b) In accordance with the Federal Food Donation Act of 2008 (42 U.S.C. 1792), the Contractor is encouraged, to the maximum extent practicable and safe, to donate excess, apparently wholesome food to nonprofit organizations that provide assistance to food-insecure people in the United States.
- (c) Costs. (1) The Contractor, including any subcontractors, shall assume the responsibility for all the costs and the logistical support to collect, transport, maintain the safety of, or distribute the excess, apparently wholesome food to the nonprofit organization(s) that provides assistance to food-insecure people.
- (2) The Contractor will not be reimbursed for any costs incurred or associated with the donation of excess foods. Any costs incurred for excess food donations are unallowable.
- (d) Liability. The Government and the Contractor, including any subcontractors, shall be exempt from civil and criminal liability to the extent provided under the Bill Emerson Good Samaritan Food Donation Act (42 U.S.C. 1791). Nothing in this clause shall be construed to supersede State or local health regulations (subsection (f) of 42 U.S.C. 1791).
- (e) Subcontracts. The Contractor shall insert this clause in all contracts, task orders, delivery orders, purchase orders, and other similar instruments that exceed the threshold specified in Federal Acquisition Regulation 26.404 on the date of subcontract award with its subcontractors or suppliers, at any tier, who will perform, under this contract, the provision, service, or sale of food in the United States.

(End of clause)

52.228-4500 LIABILITY TO THIRD PERSONS (APR 1997)

The contractor shall be responsible for and hold the Government harmless from all claims on the part of persons not a party to this contract for personal injury, death, and property loss or damage caused in whole or in part by the fault or negligence of the contractor, his officers, agents, or employees in the performance of work under this 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 States of: NY, PA, NJ, MD, Va, ME, MA, CT, RI, DE, and DC
- (2) Employer's Liability: \$100,000
- (3) Comprehensive General Liability: \$500,000 each occurrence.

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):

https://www.acquisition.gov/

http://www.acq.osd.mil/dpap/far.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 Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.216-7006 ORDERING (SEP 2019)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from April 1, 2021 March 31, 2023.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c)(1) If issued electronically, the order is considered ``issued" when a copy has been posted to the Electronic Data Access system, and notice has been sent to the Contractor.
- (2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.
- (3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)

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

Contract financing payment means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

- (1) Contract financing payments include--
- (i) Advance payments;
- (ii) Performance-based payments;
- (iii) Commercial advance and interim payments;
- (iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;
- (v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and
- (vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.
- (2) Contract financing payments do not include--

- (i) Invoice payments;
- (ii) Payments for partial deliveries; or
- (iii) Lease and rental payments.

Electronic form means any automated system that transmits information electronically from the initiating system to affected systems.

Invoice payment means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

- (1) Invoice payments include--
- (i) Payments for partial deliveries that have been accepted by the Government;
- (ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;
- (iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and
- (iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.
- (2) Invoice payments do not include contract financing payments.

Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

Receiving report means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

- (b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order.
- (c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:
- (1) Electronic Data Interchange.
- (2) Secure File Transfer Protocol.
- (3) Direct input through the WAWF website.
- (d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when-

- (1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;
- (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 on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or
- (4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.
- (e) Information regarding WAWF is available at https://wawf.eb.mil/.
- (f) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

- (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.
- "Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
- (b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (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.beta.sam.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 shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:
- (1) Document type. The Contractor shall submit payment requests using the following document type(s): N/A
- (2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract. N/A
- (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	N/A
Issue By DoDAAC	N/A
Admin DoDAAC**	N/A
Inspect By DoDAAC	N/A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

- (5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.
- (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.

N/A

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

FOIA

IMPORTANT INFORMATION FREEDOM OF INFORMATION ACT (FOIA) SOLICITATION AND CONTRACTS FOIA AND POSTING NOTICE

Any award(s) resulting from issuance of this solicitation or quote may be posted in the DeCA Freedom ofInformation Act (FOIA) electronic reading room at www.commissaries.com. The posting will contain the totalcontract award amount, as well as any awarded individual contract line item pricing (CLIN and Sub-CLIN). Unexercised option prices will not be published.

In compliance with the provisions of Executive Order 12600, the contract holder may identify to the agency FOIA Officer (foia@deca.mil), within 21 calendar days of the contract award date, any information contained in the contract that it deems to be confidential commercial information. The FOIA officer will review the submission and contact the contract holder with a decision. Failure to identify any such information will be interpreted by the Agency as the contract holder having no such information to identify or withhold from posting in the FOIA electronic reading room.

The postings typically take place at a minimum of two distinct points; upon the initial award of the contract and then again after the final option period has been exercised. However, should a FOIA request for the contract be received in the interim, the contract may be reposted including any awarded contract pricing up to the date of the FOIA request. Unexercised option prices will not be published.

This action is being taken to ensure contract award information is available to the general public, as it was in the past, pursuant to the President's January 21, 2009 memorandum regarding the Freedom of Information Act (FOIA).

LIST OF ATTACHMENTS

LIST OF ATTACHMENTS

Attachment 1 – Government Furnished Items (Deli and Bakery Clearning Supplies)

Attachment 2 – Commissary Hours of Operation

Attachment 3 – Recommended Bakery Product Shelf Life

Attachment 4 – Government Furnished Equipment

Attachment 7 – DeCA Agency Approved, Retailer Assigned, Delicatessen and Bakery to include

Sushi, where applicable, PLU/UPC List (Attached as a stand alone document)

Attachment 8 – Department of Labor Wage Determination

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Attachment 10 – Reports of Bomb Threats

Attachment 12 – New Item Bulk Upload Excel Spreadsheet

ATTACHMENT 1

ATTACHMENT 1

GOVERNMENT FURNISHED ITEMS (DELI and BAKERY CLEANING SUPPLIES)

CLASSES OF CLEANING SUPPLIES TO BE PURCHASED BY COMMISSARIES FOR DELI BAKERY CONTRACTORS: CHEMICALS MUST BE LISTED IN NSF WHITE BOOK: http://info.nsf.org/usda/psnclistings.asp

CLEANER GLASS. CLEANER SHALL BE TYPE-1 REGULAR, CLASS-1 SOLUTION FOR REMOVING DUST AND GRIME. CLEANER SHALL BE READY TO USE AND ABLE TO POLISH GLASS, PLASTIC, CERAMIC, CHROME, PAINTED SERVICES AND STAINLESS STEEL. CLEANER MUST NOT BE IRRITATING TO SKIN

CLEANER OVEN. CLEANER SHALL BE HEAVY DUTY, ALKALINE AEROSOL CLEANER FOR REMOVING BAKED ON GREASE AND CARBONIZED SOIL DEPOSITS ON GRILLS, OVENS, FRYERS, STAINLESS STEEL AND OTHER KITCHEN EQUIPMENT. AEROSOL CAN BE USED ON VERTICAL AND HORIZONTAL SURFACES. 20 OZ

DEGREASER/CLEANER, S.C. JOHNSON BREAK-UP SHALL BE REQUIRED. STABLE, HOMOGENOUS LIQUID, CONCENTRATED WATER SOLUBLE SOLVENT, NON-PHOSPHATE, HEAVY-DUTY. IT SHALL BE BIODEGRADABLE, NONTOXIC AND ENVIRONMENTALLY SAFE. IT SHALL NOT BE A HAZARDOUS CHEMICAL AS DEFINED GY 29 CFR PART 1910.1200

FLOOR CLEANER, LOW FOAMING, CONCENTRATED NON-AMMONIATED, BIODEGRADABLE, DILUTION NOT TO EXCEED 1 OUNCE PER GALLON OF WATER, APPLIED BY MOP, SPRAYER OR AUTOMATIC SCRUBBER VACUUM. FOR USE ON VINYL, VINYL COMPOSITION, ASPHALT TILE AND

RUBBER TILE. PRODUCTS FURNISHED SHALL CONFORM TO ASTM, EPA AND UL STANDARDS WHEN NECESSARY TO MEET REGULATORY REQUIREMENTS

MACHINE OIL, WHITE, FOR THE CARE AND MAINTENANCE OF MEAT ROOM MACHINERY.
MACHINE OIL SHOULD BE NONSLUDGING AND NON-GUMMING, CONTAIN NO SULFUR, NITROGEN
OR HALOGEN DERIVATIVES. IT WILL BE NON-TOXIC AND NOT SUPPORT THE GROWTH OF
BACTERIA OR FUNGUS. MUST MEET FDA REGULATIONS 21 CFR 172.878 AND 21 CFR 172.3620
COVERING FOOD PROCESSING. IT SHOULD HAVE KINEMATIC VISCOSITY AT 40 DEGREES
CENTIGRADE AS MEASURED BY THE AMERICAN STANDARDS AND TEST METHOD D-445. IT
SHOULD HAVE A VISCOSITY BETWEEN 17.7-20.2 CENTISTOKES

SOAP, LIQUID, GENERAL CLEANING SOAP, LIQUID, GENERAL CLEANING

TOWELS, CLEANING RAGS. LIGHT WEIGHT RAGS 2 TO 7 OZ, SQUARE YARD. RAGS SHALL BE MADE FROM SHEETS, SHIRTS, PILLOW CASES OR SIMILAR MATERIAL. 50LB BUNDLE, COLOR RAGS WHITE.

WET MOP

DUST MOP

BROOMS

GARBAGE CANS

MOP BUCKETS

CHEMWIPES

GLOVES, LINED, 18-20 MIL THICKNESS, YELLOW, NATURAL LATEX OR NITRILE, 12" LENGTH, LARGE. RESIST TEARS, PUNCTURES, ABRASIONS AND CHEMICALS. FINGERS AND PALMS ARE EMBOSSED TO PREVENT SLIPPAGE FROM WET FOOD SERVICE EQUIPMENT AND ARE DISHWASHER SAFE. LINED WITH SOFT FLOCK FOR INSULATION AND MOISTURE ABSORBANCE.

PAPER TOWEL, WHITE, 185 SQ INCH, APPROX 14" X 13" MULTI-PLY, REINFORCED WITH NYLON FIBERS, SUITABLE FOR CLEANING UP OIL AND WATER. HAS A ROUGH SURFACE FOR CLEANING, POLISHING AND WIPING. *EPA

BLEACH, CONCENTRATED FORMULA IDEAL FOR SANITIZING AND DISINFECTING COUNTERTOPS, FOOD PREP AREAS, AND VIRTUALLY ALL NONPOROUS SURFACES. EPA REGISTERED, EFFECTIVE AGAINST E. COLI, HIV-1, SALMONELLA, STAPH, TB AND HEPATITIS-A. COMPLIES WITH OSHA'S BLOOD BORNE PATHOGENS STANDARD. MEETS FDA GUIDELINES FOR SANITIZING FOOD CONTACT SURFACES. NSF/USDA CLASSIFICATION C1. 128 OUNCE BOTTLE/6 BOTTLES PER CASE.

SOAP DISPENSER, UNIVERSAL, SAN JAMAR OCEANA, COLOR: ARCTIC BLUE, BLACK OR WHITE SAND, INCLUDES BREAK RESISTANT BOTTLE FOR DISPENSING BULK SOAP

SPRAY BOTTLE, 32 OZ, STANDARD PUMP WITH ADJUSTABLE NOZZLE, 1.3 MILLILITERS PER STROKE

FLOOR SQUEEGEE, 30" L, WITH DOUBLE MOSS-RUBBER BLADE, FRAME AND HANDLE SOCKET MADE OF HEAVY DUTY GALVANIZED STEEL

HANDLE, BROOM, WOODEN FOR SQUEEGEE

DETERGENT, DISHWASHING LIQUID, CONCENTRATED, NO PHOSPHATES, LOW ALKALINITY, MILD PERFUME. USED FOR DISHES, SILVERWARE, POTS AND PANS. MUST MEET NSF A1 CATEGORY FOR POTS AND PANS. 4-1 GALLON BOTTLES PER CASE.

ATTACHMENT 2

COMMISSARY HOURS OF OPERATION

HOURS OF OPERATION. Commissary Store operating hours are provided at www.commissaries.com.

HOLIDAYS. The Commissaries will operate by the following holiday schedule and may modify hours of operations to fit local conditions.

HOLIDAY	<u>OPEN</u>	CLOSED
New Year's Day		Closed
Martin Luther King's Birthday	Open	
President's Day	Open	
Memorial Day	Open	
Independence Day	Open	
Labor Day	Open	
Columbus Day	Open	
Veteran's Day	Open	
Thanksgiving Day		Closed
Christmas Day		Closed

Five and six day stores will not open on holidays unless the holiday falls on a day they are normally open and it is one of the seven required holiday openings shown above. Stores will not close the Tuesday following a Monday holiday unless the store is normally closed on Tuesday.

- 3. Closed for Holidays. The contractor shall comply with the Government's instructions concerning which day(s) the commissary will be closed in observance of the holidays indicated above. Because a holiday may fall on a day that the commissary is normally closed, the Government will determine and advise the Contractor at least two weeks in advance of the holiday which day the Commissary will be closed.
- 4. Closing for Inclement Weather or Emergency conditions. In the event of inclement weather or other emergency conditions, the Store Director will determine whether the Commissary will close and for what period it will remain closed.
- 5. Changes in Operating Hours. Changes in Commissary operating hours may be made by the Government to accommodate Commissary customer requirements. These changes may dictate corresponding changes to the Contractor's work schedule. The Contracting Officer will give the contractor a minimum of two weeks' notice prior to any required change to the contractor's work schedule.

ATTACHMENT 3

RECOMMENDED BAKERY PRODUCT SHELF LIFE

The appropriate manufacturer's suggested shelf life shall be used whenever available and does not exceed the U. S. Food Codrequirements. If the manufacturer's suggested shelf life does exceed the Food Code guidance, then the Food Code guidance shall apply. In the absence of the manufacturer's suggested shelf life, the appropriate shelf life set forth in the table below shall be applicable. Documentation pertaining to a manufacturer's shelf life recommendations shall be maintained at each serviced location (commissary) under this contract by the deli/bakery contractor. Copies of the documentation shall be provided to the local Medical Food Inspector (MFI) upon request.

ITEM DESCRIPTION: PACKAGED*	DISPLAY CASE	PRE-
Breakfast Danish – Apple Pockets (Glazed), Cherry Pockets Glazed), Almond (Glazed), Pecan Cheese (Glazed), Cherry Cheese (Glazed), Pecan Honey (Glazed), Blueberry Pockets (Glazed)	Day of Preparation PLUS ONE	Day of Preparation PLUS ONE
Donuts – Glazed, Jelly, Sugar, Iced, Long John, Cream	Day of Preparation	on Day of
Preparation Filled, Apple Fritters, Crullers	PLUS ONE	PLUS ONE
Bread – White (Loaf), Raisin (Loaf), Sour Dough (Round) French (Long), Italian, Rye, (Dark and Light, Sliced)	Day of Preparation PLUS ONE	Day of Preparation PLUS TWO
Rolls – Hamburger, Hot Dog, Kaiser, Parker House, Dinner, Hard, Rye, Croissant (Assorted)	Day of Preparation PLUS ONE	Day of Preparation PLUS TWO
Breakfast Rolls – Cinnamon (Glazed), Carmel Nut, Raisin (Glazed, Bear Claws, Pecan	Day of Preparation PLUS ONE	Day of Preparation PLUS TWO
Specialties – Cream Puffs, Eclairs, Apple Strudel, Cherry Strudel, Apple Turnovers, Cherry Turnovers, Blueberry Muffins, Corn Muffins, Bran Muffins	Day of Preparation PLUS ONE	Day of Preparation PLUS TWO
Pies – Apple, Dutch, Lemon, Cherry, Peach, Pumpkin, Pecan, Blackberry, Blueberry, Boysenberry, Cream (Refrigerated)	Day of Preparation PLUS ONE	Day of Preparation PLUS TWO
Cake** - Chocolate, Plain, Apple Spice, Devil's Food, Preparation	Day of Preparati	on Day of
Pound, Carrot, White, Spice, Angel Food, German Chocolate (All may be iced/decorated)	PLUS ONE	PLUS TWO
Bagels – Plain, Raisin, Onion, Blueberry, Egg Preparation	Day of Preparation	on Day of

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PLUS ONE PLUS TWO

Cookies – Chocolate Chip, Brownies, Sugar, Macaroons, Oatmeal, Spice, Peanut Butter

Day of Preparation
PLUS TWO
Day of Preparation
PLUS FOUR

NOTE: Bakery product shelf life is applicable to all bakery items, whether items are received fresh, frozen, proofed and baked, thawed and baked, or thawed. Flavors listed above are examples only and do not include all flavors/varieties available.

^{* &}quot;Pre-Packaged" means products baked and packaged in containers in the commissary (or bags, as long as product is fully enclosed). Items pre-packaged by a manufacturer shall have a declared shelf life set by the manufacturer. **Applies to packaged and non-packaged cakes not under refrigeration. Packaged or non-packaged cakes under refrigeration shall have an additional day of shelf life. For those items that are received frozen and thawed, the shelf life listed above starts from the time the product is fully thawed. Cakes that are maintained in a frozen state shall have a 90-day shelf life.

ATTACHMENT 4 GOVERNMENT FURNISHED EQUIPMENT

Fort Meade		
CED	BAKERY EQUIPMENT	QTY
1B00	BREAD SLICER, TABLE MODEL	- 1
1B10-3	FREEZER, REACH-IN, THREE DOOR SELF CONTAINED	1
1B12-B	OVEN, ROLL-IN, SINGLE RACK, GAS	1
1B15	MINI-ROTARY OVEN / PROOFER	1
1B20-B	PROOFER, ROLL-IN, TWO DOOR, TWO SINGLE RACKS	1
1B31-B	CASE, DISPLAY, SELF SERVED, NON-REFRIGATED, 60 INCHES L. SELF CONTAINED	1
2B01	RACK, BAKERY, PAN COOLING WITH COVER	6
2B03	PHOTO SCANNER & PRINTER, CAKE DECORATING	1
2B04	TABLE, BAKERY, WITH REAR SHELF ACCESSORY/ REMOVED PER RD TABLE 2016	4
2В07-С	DISPLAY, BAKERY, ISLAND, SECTIONAL, 96 INCHES L.	4
3-2B12	RACK, BAKERY, ROLL-IN, SINGLE, STAINLESS STEEL	4
CED	DELI EQUIPMENT	
2A26	MICROWAVE OVEN COMMERCIAL	4
1D04-2	REFRIGERATOR, REACH-IN, 2 DOOR SELF CONTAINED	1
1D04-3	REFRIGERATOR, REACH-IN, 3 DOOR SELF CONTAINED	
1D07-4	TABLE, PREP, SUSHI, REFRIGERATED, 48 INCHES L. SELF CONTAINED	2
1D09	OVEN, ROTISSERIE, CHICKEN	1
1D14-B	DISPLAY, ISLAND HEATED FIVE WELL	1
1D21	TABLE, MOBILE, SLICER MOUNTING SYSTEM	1
1D26	FRYER, DEEP FAT	1
1D27	CART, OLIVE	1
2D23	CAGE, SECURITY, MOBILE	6
3-2D04	DIGITAL 'TAKE A NUMBER' SYSTEM	1
2D26	SINK, PORTABLE, SUSHI	1
CED	SLICERS AND SCALES	
4SMA	SLICER, MEAT, AUTOMATIC, DELI DEPARTMENT	2

4SPPM_W	SCALE/PRINTER, STAND-ALONE, DELI / BAKERYDEPT	
TOT TIME AL	SCALL MITTER, STATE ALOTE, DELIT BAKERIDET	

Fort Detrick		
CED	BAKERY EQUIPMENT	QTY
1B00	BREAD SLICER, TABLE MODEL	1
1B02-B	CASE, DISPLAY, NON-REFRIG, CLERK SERVED, 60 INCHES L. SELF CONTAINED	1
1B10-2	FREEZER, REACH-IN, TWO DOOR SELF CONTAINED	1
1B10-3	FREEZER, REACH-IN, THREE DOOR SELF CONTAINED	1
1B12-A	OVEN, ROLL-IN, SINGLE RACK, ELECTRIC	1
1B20-B	PROOFER, ROLL-IN, TWO DOOR, TWO SINGLE RACKS	1
2B01	RACK, BAKERY, PAN COOLING WITH COVER	4
2B03	PHOTO SCANNER & PRINTER, CAKE DECORATING	1
2B07-A	TABLE, BAKERY WITH DROP LEAVES	6
3-2B12	RACK, BAKERY, ROLL-IN, SINGLE, STAINLESS STEEL	6
2A26	MICROWAVE OVEN COMMERCIAL	1
1D04-2	REFRIGERATOR, REACH-IN, 2 DOOR SELF CONTAINED	1
1D07-4	TABLE, PREP, SUSHI, REFRIGERATED, 48 INCHES L. SELF CONTAINED	1
1D09	OVEN, ROTISSERIE, CHICKEN	1
1D14-B	DISPLAY, ISLAND HEATED FIVE WELL	1
3-2D04	DIGITAL 'TAKE A NUMBER' SYSTEM	1
2D26	SINK, PORTABLE, SUSHI	1
CED	SLICERS AND SCALES	
4SMA	SLICER, MEAT, AUTOMATIC, DELI DEPARTMENT	2
4SPPM-W	SCALE/PRINTER, STAND-ALONE, DELI / BAKERYDEPT	3

Fort Myer		
CED	BAKERY EQUIPMENT	QTY
1B00	BREAD SLICER, TABLE MODEL	1
1B02-A	CASE, DISPLAY, NON-REFRIG, CLERK SERVED, 48 INCHES L. SELF CONTAINED	
1B02-B	CASE, DISPLAY, NON-REFRIG, CLERK SERVED, 60 INCHES L. SELF CONTAINED	

1B02-C	CASE, DISPLAY, NON-REFRIG, CLERK SERVED, 78 INCHES L. SELF CONTAINED
1B03-A	CASE,DISPLAY,REFRIGERATED, CLERK SERVED, 48 INCHES L. SELF CONTAINED
1B03-B	CASE,DISPLAY,REFRIGERATED, CLERK SERVED, 60 INCHES L. SELF CONTAINED
1B03-C	CASE, DISPLAY, REFRIGERATED, CLERK SERVED, 78 INCHES L. SELF CONTAINED
1B10-2	FREEZER, REACH-IN, TWO DOOR SELF CONTAINED
1B10-3	FREEZER, REACH-IN, THREE DOOR SELF CONTAINED
1B12-A	OVEN, ROLL-IN, SINGLE RACK, ELECTRIC
1B12-B	OVEN, ROLL-IN, SINGLE RACK, GAS
1B13-A	OVEN, ROLL-IN RACK DOUBLE RACK, ELECTRIC
1B13-B	OVEN, ROLL-IN RACK DOUBLE RACK, GAS
1B15	MINI-ROTARY OVEN / PROOFER
1B20-A	PROOFER, ROLL-IN, ONE DOOR, ONE SINGLE RACK
1B20-B	PROOFER, ROLL-IN, TWO DOOR, TWO SINGLE RACKS
1B28-B	CASE, DISPLAY, CAKE, REFRIGERATED, SELF SERVE, 56 INCH L. SELF CONTAINED
1B29	MERCHANDISER, PASTRY, TWO DOOR, SELF SERVE
1B30-A	CASE, DISPLAY, SELF SERVED, REFRIGATED, 48 INCHES L. SELF CONTAINED
1B30-B	CASE, DISPLAY, SELF SERVED, REFRIGATED, 60 INCHES L. SELF CONTAINED
1B30-C	CASE, DISPLAY, SELF SERVED, REFRIGATED, 78 INCHES L. SELF CONTAINED
1B31-A	CASE, DISPLAY, SELF SERVED, NON-REFRIGATED, 48 INCHES L. SELF CONTAINED

1B31-B	CASE, DISPLAY, SELF SERVED, NON-REFRIGATED, 60 INCHES L. SE	LF
	CONTAINED	
1B31-C	CASE, DISPLAY, SELF SERVED, NON-REFRIGATED, 78 INCHES L. SE	LF
	CONTAINED	
1B35	MIXER, 12 QUART, TABLE MODEL	
2B01	RACK, BAKERY, PAN COOLING WITH COVER	10
2B02	DOLLY, ALUMINUM SHEET PAN	
2B03	PHOTO SCANNER & PRINTER, CAKE DECORATING	1
2B04	TABLE, BAKERY, WITH REAR SHELF ACCESSORY/ REMOVED PER	RD
	TABLE 2016	
2B07-A	TABLE, BAKERY WITH DROP LEAVES	
2B07-B	DISPLAY, BAKERY, ISLAND, 72 INCHES L.	
2В07-С	DISPLAY, BAKERY, ISLAND, SECTIONAL, 96 INCHES L.	
2B07-D	TABLE, BAKERY, DOUBLE SIDED, FLAT TOP SHELF	
2B09	RACK, ENCLOSED / REMOVED PER RD TABLE 2016	
3-2B12	RACK, BAKERY, ROLL-IN, SINGLE, STAINLESS STEEL	6
CED	DELI EQUIPMENT	
2A26	MICROWAVE OVEN COMMERCIAL	4
1D04-2	REFRIGERATOR, REACH-IN, 2 DOOR SELF CONTAINED	1
1D04-3	REFRIGERATOR, REACH-IN, 3 DOOR SELF CONTAINED	3
1D05-4	TABLE, PREP, SANDWICH, REFRIGERATED, 48 INCHES L. SELF	
	CONTAINED	
1D05-6	TABLE, PREP, SANDWICH, REFRIGERATED, 72 INCHES L. SELF	
	CONTAINED	
1D07-4	TABLE, PREP, SUSHI, REFRIGERATED, 48 INCHES L. SELF CONTAIN	IED
1D07-6	TABLE, PREP, SUSHI, REFRIGERATED, 72 INCHES L. SELF	1
	CONTAINED	
1D07-8	TABLE, PREP, SUSHI, REFRIGERATED, 96 INCHES L. SELF CONTAIN	IED
1D09	OVEN, ROTISSERIE, CHICKEN	1
1D11	CABINET, HOLDING, HEATED	
1D14-B	DISPLAY, ISLAND HEATED FIVE WELL	1
1D15	CABINET, QUICK CHILL / REMOVED PER RD TABLE 2016	
1D16-A	GRILL, PANINI, SINGLE	
1D16-B	GRILL, PANINI, DOUBLE	1
1D21	TABLE, MOBILE, SLICER MOUNTING SYSTEM	
1D22-08	CASE, ISLAND, PRE-PACK DELI, 96 INCHES L. SELF CONTAINED	
1D22-12	CASE, ISLAND, PRE-PACK DELI, 144 INCHES L. SELF CONTAINED	

1D25-08	CASE, DELI, REFRIGERATED, CLERK SERVED, 96 INCHES L. SELF CONTAINED	
1D25-12	CASE, DELI, REFRIGERATED, CLERK SERVED, 144 INCHES L. SELF CONTAINED	
1D26	FRYER, DEEP FAT	
1D27	CART, OLIVE	1
1D33	CASE, ISLAND, SALAD BAR, REFRIGERATED, 144 INCHES L. SELF CONTAINED	
2D23	CAGE, SECURITY, MOBILE	
3-2D04	DIGITAL 'TAKE A NUMBER' SYSTEM	1
2D26	SINK, PORTABLE, SUSHI	1
CED	SLICERS AND SCALES	
4SMA	SLICER, MEAT, AUTOMATIC, DELI DEPARTMENT	4
4SPPM-W	SCALE/PRINTER, STAND-ALONE, DELI / BAKERYDEPT	5
CED	FISH EQUIPMENT	
1F08-A	TANK, LOBSTER, SMALL	1

Patuxent River		
CED	BAKERY EQUIPMENT	QTY
1B00	BREAD SLICER, TABLE MODEL	1
1B10-2	FREEZER, REACH-IN, TWO DOOR SELF CONTAINED	1
1B10-3	FREEZER, REACH-IN, THREE DOOR SELF CONTAINED	1
1B12-A	OVEN, ROLL-IN, SINGLE RACK, ELECTRIC	1
1B15	MINI-ROTARY OVEN / PROOFER	1
2B01	RACK, BAKERY, PAN COOLING WITH COVER	5
2B03	PHOTO SCANNER & PRINTER, CAKE DECORATING	1
2B07-A	TABLE, BAKERY WITH DROP LEAVES	2
3-2B12	RACK, BAKERY, ROLL-IN, SINGLE, STAINLESS STEEL	4
CED	DELI EQUIPMENT	
2A26	MICROWAVE OVEN COMMERCIAL	2
1D04-2	REFRIGERATOR, REACH-IN, 2 DOOR SELF CONTAINED	1

1D05-6	TABLE, PREP, SANDWICH, REFRIGERATED, 72 INCHES L. SELF CONTAINED	1
1D07-4	TABLE, PREP, SUSHI, REFRIGERATED, 48 INCHES L. SELF CONTAINED	1
1D07-6	TABLE, PREP, SUSHI, REFRIGERATED, 72 INCHES L. SELF CONTAINED	1
1D16-B	GRILL, PANINI, DOUBLE	1
1D25-08	CASE, DELI, REFRIGERATED, CLERK SERVED, 96 INCHES L. SELF CONTAINED	1
2D26	SINK, PORTABLE, SUSHI	1
CED	SLICERS AND SCALES	
4SMA	SLICER, MEAT, AUTOMATIC, DELI DEPARTMENT	3
4SPPM-W	SCALE/PRINTER, STAND-ALONE, DELI / BAKERYDEPT	3

Bolling		
CED	BAKERY EQUIPMENT	QTY
1B00	BREAD SLICER, TABLE MODEL	1
1B10-2	FREEZER, REACH-IN, TWO DOOR SELF CONTAINED	1
1B12-A	OVEN, ROLL-IN, SINGLE RACK, ELECTRIC	1
1B20-B	PROOFER, ROLL-IN, TWO DOOR, TWO SINGLE RACKS	1
2B01	RACK, BAKERY, PAN COOLING WITH COVER	7
2B03	PHOTO SCANNER & PRINTER, CAKE DECORATING	1
3-2B12	RACK, BAKERY, ROLL-IN, SINGLE, STAINLESS STEEL	6
	DELI EQUIPMENT	
2A26	MICROWAVE OVEN COMMERCIAL	4
1D04-2	REFRIGERATOR, REACH-IN, 2 DOOR SELF CONTAINED	1
1D04-3	REFRIGERATOR, REACH-IN, 3 DOOR SELF CONTAINED	1
1D05-6	TABLE, PREP, SANDWICH, REFRIGERATED, 72 INCHES L. SELF CONTAINED	1
1D07-6	TABLE, PREP, SUSHI, REFRIGERATED, 72 INCHES L. SELF CONTAINED	1
1D09	OVEN, ROTISSERIE, CHICKEN	- 1
1D14-B	DISPLAY, ISLAND HEATED FIVE WELL	1

1D16-B	GRILL, PANINI, DOUBLE	2
3-2D04	DIGITAL 'TAKE A NUMBER' SYSTEM	1
2D26	SINK, PORTABLE, SUSHI	1
CED	SLICES AN D SCALES	
4SMA	SLICER, MEAT, AUTOMATIC, DELI DEPARTMENT	3
4SPPM-W	SCALE/PRINTER, STAND-ALONE, DELI / BAKERYDEPT	4

Dover		
CED	BAKERY EQUIPMENT	QTY
1B00	BREAD SLICER, TABLE MODEL	1
1B10-3	FREEZER, REACH-IN, THREE DOOR SELF CONTAINED	1
1B12-A	OVEN, ROLL-IN, SINGLE RACK, ELECTRIC	1
1B20-B	PROOFER, ROLL-IN, TWO DOOR, TWO SINGLE RACKS	1
1B31-B	CASE, DISPLAY, SELF SERVED, NON-REFRIGATED, 60 INCHES L. SELF CONTAINED	1
2B01	RACK, BAKERY, PAN COOLING WITH COVER	6
2B03	PHOTO SCANNER & PRINTER, CAKE DECORATING	1
3-2B12	RACK, BAKERY, ROLL-IN, SINGLE, STAINLESS STEEL	6
CED	DELI EQUIPMENT	
2A26	MICROWAVE OVEN COMMERCIAL	2
1D07-4	TABLE, PREP, SUSHI, REFRIGERATED, 48 INCHES L. SELF CONTAINED	1
1D22-08	CASE, ISLAND, PRE-PACK DELI, 96 INCHES L. SELF CONTAINED	2
1D25-08	CASE, DELI, REFRIGERATED, CLERK SERVED, 96 INCHES L. SELF CONTAINED	1
CED	SLICERS AND SCALES	
4SMA	SLICER, MEAT, AUTOMATIC, DELI DEPARTMENT	4
4SPPM-W	SCALE/PRINTER, STAND-ALONE, DELI / BAKERYDEPT	5

Andrews		
CED	BAKERY EQUIPMENT	QTY
1B00	BREAD SLICER, TABLE MODEL	1

1B13-B	OVEN, ROLL-IN RACK DOUBLE RACK, GAS	1
1B20-B	PROOFER, ROLL-IN, TWO DOOR, TWO SINGLE RACKS	1
1B31-C	CASE, DISPLAY, SELF SERVED, NON-REFRIGATED, 78 INCHES L. SELF CONTAINED	1
2B01	RACK, BAKERY, PAN COOLING WITH COVER	6
2B03	PHOTO SCANNER & PRINTER, CAKE DECORATING	1
3-2B12	RACK, BAKERY, ROLL-IN, SINGLE, STAINLESS STEEL	6
CED	DELI EQUIPMENT	
2A26	MICROWAVE OVEN, COMMERCIAL	2
1D07-4	TABLE, PREP, SUSHI, REFRIGERATED, 48 INCHES L. SELF CONTAINED	1
1D14-B	DISPLAY, ISLAND HEATED FIVE WELL	1
1D16-B	GRILL, PANINI, DOUBLE	1
1D21	TABLE, MOBILE, SLICER MOUNTING SYSTEM	3
1D22-08	CASE, ISLAND, PRE-PACK DELI, 96 INCHES L. SELF CONTAINED	2
1D22-12	CASE, ISLAND, PRE-PACK DELI, 144 INCHES L. SELF CONTAINED	1
1D27	CART, OLIVE	1
2D23	CAGE, SECURITY, MOBILE	2
3-2D04	DIGITAL 'TAKE A NUMBER' SYSTEM	2
CED	SLICERS AND SCALES	
4SMA	SLICER, MEAT, AUTOMATIC, DELI DEPARTMENT	7
4SPPM-W	SCALE/PRINTER, STAND-ALONE, DELI / BAKERYDEPT	5

Fort Belvoir	The transfer of the control of the c	
CED	BAKERY EQUIPMENT	QTY
1B00	BREAD SLICER, TABLE MODEL	1
1B10-3	FREEZER, REACH-IN, THREE DOOR SELF CONTAINED	1
1B12-A	OVEN, ROLL-IN, SINGLE RACK, ELECTRIC	1
1B12-B	OVEN, ROLL-IN, SINGLE RACK, GAS	1
1B15	MINI-ROTARY OVEN / PROOFER	1
1B20-B	PROOFER, ROLL-IN, TWO DOOR, TWO SINGLE RACKS	1
1B31-C	CASE, DISPLAY, SELF SERVED, NON-REFRIGATED, 78 INCHES L. SELF CONTAINED	1
2B01	RACK, BAKERY, PAN COOLING WITH COVER	12
2B03	PHOTO SCANNER & PRINTER, CAKE DECORATING	1

2В07-С	DISPLAY, BAKERY, ISLAND, SECTIONAL, 96 INCHES L.	5
3-2B12	RACK, BAKERY, ROLL-IN, SINGLE, STAINLESS STEEL	6
CED	DELI EQUIPMENT	
2A26	MICROWAVE OVEN COMMERCIAL	6
1D04-2	REFRIGERATOR, REACH-IN, 2 DOOR SELF CONTAINED	1
1D04-3	REFRIGERATOR, REACH-IN, 3 DOOR SELF CONTAINED	1
1D07-6	TABLE, PREP, SUSHI, REFRIGERATED, 72 INCHES L. SELF CONTAINED	1
1D09	OVEN, ROTISSERIE, CHICKEN	1
1D14-B	DISPLAY, ISLAND HEATED FIVE WELL	2
1D16-B	GRILL, PANINI, DOUBLE	2
1D21	TABLE, MOBILE, SLICER MOUNTING SYSTEM	
1D22-12	CASE, ISLAND, PRE-PACK DELI, 144 INCHES L. SELF CONTAINED	1
1D26	FRYER, DEEP FAT	1
1D27	CART, OLIVE	1
2D23	CAGE, SECURITY, MOBILE	1
3-2D04	DIGITAL 'TAKE A NUMBER' SYSTEM	3
2D26	SINK, PORTABLE, SUSHI	1
CED	SLICERS AND SCALES	
4SMA	SLICER, MEAT, AUTOMATIC, DELI DEPARTMENT	8
4SPPM-W	SCALE/PRINTER, STAND-ALONE, DELI / BAKERYDEPT	12

Quantico		
CED	BAKERY EQUIPMENT	QTY
1B00	BREAD SLICER, TABLE MODEL	1
1B03-C	CASE, DISPLAY, REFRIGERATED, CLERK SERVED, 78 INCHES L. SELF CONTAINED	2
1B10-3	FREEZER, REACH-IN, THREE DOOR SELF CONTAINED	2
1B12-B	OVEN, ROLL-IN, SINGLE RACK, GAS	1
1B15	MINI-ROTARY OVEN / PROOFER	1
2B01	RACK, BAKERY, PAN COOLING WITH COVER	9
2B03	PHOTO SCANNER & PRINTER, CAKE DECORATING	1
2B07-A	TABLE, BAKERY WITH DROP LEAVES	2
2B07-B	DISPLAY, BAKERY, ISLAND, 72 INCHES L.	1

2B07-C	DISPLAY, BAKERY, ISLAND, SECTIONAL, 96 INCHES L.	1
3-2B12	RACK, BAKERY, ROLL-IN, SINGLE, STAINLESS STEEL	2
CED	DELI EQUIPMENT	
2A26	MICROWAVE OVEN COMMERCIAL	5
1D04-3	REFRIGERATOR, REACH-IN, 3 DOOR SELF CONTAINED	2
1D07-6	TABLE, PREP, SUSHI, REFRIGERATED, 72 INCHES L. SELF CONTAINED	1
1D09	OVEN, ROTISSERIE, CHICKEN	1
1D14-B	DISPLAY, ISLAND HEATED FIVE WELL	1
1D16-B	GRILL, PANINI, DOUBLE	2
1D22-08	CASE, ISLAND, PRE-PACK DELI, 96 INCHES L. SELF CONTAINED	1
1D27	CART, OLIVE	1
3-2D04	DIGITAL 'TAKE A NUMBER' SYSTEM	1
2D26	SINK, PORTABLE, SUSHI	1
CED	SLICERS AND SCALES	
4SMA	SLICER, MEAT, AUTOMATIC, DELI DEPARTMENT	7
4SPPM-W	SCALE/PRINTER, STAND-ALONE, DELI / BAKERYDEPT	6

Bangor ANG		
CED	BAKERY EQUIPMENT	QTY
	None on Hand	
	DELI EQUIPMENT	
	None on Hand	

New London		
CED	BAKERY EQUIPMENT	QTY
1B00	BREAD SLICER, TABLE MODEL	1
1B10-2	FREEZER, REACH-IN, TWO DOOR SELF CONTAINED	1
1B12-A	OVEN, ROLL-IN, SINGLE RACK, ELECTRIC	1
1B20-A	PROOFER, ROLL-IN, ONE DOOR, ONE SINGLE RACK	1
1B29	MERCHANDISER, PASTRY, TWO DOOR, SELF SERVE	1
1B30-A	CASE, DISPLAY, SELF SERVED, REFRIGATED, 48 INCHES L. SELF CONTAINED	1

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2B01	RACK, BAKERY, PAN COOLING WITH COVER	4
2B03	PHOTO SCANNER & PRINTER, CAKE DECORATING	1
2В07-С	DISPLAY, BAKERY, ISLAND, SECTIONAL, 96 INCHES L.	1
3-2B12	RACK, BAKERY, ROLL-IN, SINGLE, STAINLESS STEEL	4
CED	DELI EQUIPMENT	
2A26	MICROWAVE OVEN COMMERCIAL	2
1D04-2	REFRIGERATOR, REACH-IN, 2 DOOR SELF CONTAINED	1
1D04-3	REFRIGERATOR, REACH-IN, 3 DOOR SELF CONTAINED	1
1D07-6	TABLE, PREP, SUSHI, REFRIGERATED, 72 INCHES L. SELF CONTAINED	1
1D09	OVEN, ROTISSERIE, CHICKEN	1
1D14-B	DISPLAY, ISLAND HEATED FIVE WELL	1
1D16-B	GRILL, PANINI, DOUBLE	2
1D21	TABLE, MOBILE, SLICER MOUNTING SYSTEM	2
1D22-08	CASE, ISLAND, PRE-PACK DELI, 96 INCHES L. SELF CONTAINED	1
3-2D04	DIGITAL 'TAKE A NUMBER' SYSTEM	1
2D26	SINK, PORTABLE, SUSHI	1
CED	SLICERS AND SCALES	
4SMA	SLICER, MEAT, AUTOMATIC, DELI DEPARTMENT	4
4SPPM-W	SCALE/PRINTER, STAND-ALONE, DELI / BAKERYDEPT	4

Annapolis		
CED	BAKERY EQUIPMENT	QTY
1B00	BREAD SLICER, TABLE MODEL	1
1B10-2	FREEZER, REACH-IN, TWO DOOR SELF CONTAINED	1
1B12-B	OVEN, ROLL-IN, SINGLE RACK, GAS	1
1B20-A	PROOFER, ROLL-IN, ONE DOOR, ONE SINGLE RACK	1
1B29	MERCHANDISER, PASTRY, TWO DOOR, SELF SERVE	1
1B30-A	CASE, DISPLAY, SELF SERVED, REFRIGATED, 48 INCHES L. SELF CONTAINED	1
2B01	RACK, BAKERY, PAN COOLING WITH COVER	2
2B02	DOLLY, ALUMINUM SHEET PAN	1
2B03	PHOTO SCANNER & PRINTER, CAKE DECORATING	1
2B07-D	TABLE, BAKERY, DOUBLE SIDED, FLAT TOP SHELF	1

3-2B12	RACK, BAKERY, ROLL-IN, SINGLE, STAINLESS STEEL			
CED	DELI EQUIPMENT			
2A26	MICROWAVE, OVEN COMMERCIAL	2		
1D04-2	REFRIGERATOR, REACH-IN, 2 DOOR SELF CONTAINED	1		
1D07-6	TABLE, PREP, SUSHI, REFRIGERATED, 72 INCHES L. SELF CONTAINED	1		
1D09	OVEN, ROTISSERIE, CHICKEN	1		
1D14-B	DISPLAY, ISLAND HEATED FIVE WELL	1		
1D16-B	GRILL, PANINI, DOUBLE	2		
1D21	TABLE, MOBILE, SLICER MOUNTING SYSTEM			
1D22-08	CASE, ISLAND, PRE-PACK DELI, 96 INCHES L. SELF CONTAINED			
2D23	CAGE, SECURITY, MOBILE			
3-2D04	DIGITAL 'TAKE A NUMBER' SYSTEM			
2D26	SINK, PORTABLE, SUSHI	1		
CED	SLICES AND SCALES			
4SMA	SLICER, MEAT, AUTOMATIC, DELI DEPARTMENT			
4SPPM-W	SCALE/PRINTER, STAND-ALONE, DELI / BAKERYDEPT			

Forest Glen				
CED	BAKERY EQUIPMENT	QTY		
2B01	RACK, BAKERY, PAN COOLING WITH COVER	4		
2B03	PHOTO SCANNER & PRINTER, CAKE DECORATING			
CED	DELI EQUIPMENT			
2A26	MICROWAVE OVEN COMMERCIAL	5		
1D04-2	REFRIGERATOR, REACH-IN, 2 DOOR SELF CONTAINED			
1D25-08	CASE, DELI, REFRIGERATED, CLERK SERVED, 96 INCHES L. SELF CONTAINED			
1D27	CART, OLIVE	1		
3-2D04	DIGITAL 'TAKE A NUMBER' SYSTEM			
CED	SLICERS AND SCALES			
4SMA	SLICER, MEAT, AUTOMATIC, DELI DEPARTMENT			
4SPPM-W	SCALE/PRINTER, STAND-ALONE, DELI / BAKERYDEPT			

Hanscom					
CED	BAKERY EQUIPMENT	QTY			
1B00	BREAD SLICER, TABLE MODEL				
1B02-A	CASE, DISPLAY, NON-REFRIG, CLERK SERVED, 48 INCHES L. SELF CONTAINED				
1B03-A	CASE, DISPLAY, REFRIGERATED, CLERK SERVED, 48 INCHES L. SELF CONTAINED	1			
1B13-B	OVEN, ROLL-IN RACK DOUBLE RACK, GAS	1			
1B20-B	PROOFER, ROLL-IN, TWO DOOR, TWO SINGLE RACKS	1			
2B01	RACK, BAKERY, PAN COOLING WITH COVER	6			
2B03	PHOTO SCANNER & PRINTER, CAKE DECORATING	1			
3-2B12	RACK, BAKERY, ROLL-IN, SINGLE, STAINLESS STEEL				
CED	DELI EQUIPMENT				
2A26	MICROWAVE OVEN COMMERCIAL				
1D09	OVEN, ROTISSERIE, CHICKEN				
1D11	CABINET, HOLDING, HEATED				
1D16-B	GRILL, PANINI, DOUBLE	1			
1D22-08	CASE, ISLAND, PRE-PACK DELI, 96 INCHES L. SELF CONTAINED	1			
3-2D04	DIGITAL 'TAKE A NUMBER' SYSTEM				
2D26	SINK, PORTABLE, SUSHI				
CED	SLICERS AND SCALES				
4SMA	SLICER, MEAT, AUTOMATIC, DELI DEPARTMENT	4			
4SPPM-W	SCALE/PRINTER, STAND-ALONE, DELI / BAKERYDEPT				

Newport		
CED	BAKERY EQUIPMENT	QTY
1B00	BREAD SLICER, TABLE MODEL	1
1B15	MINI-ROTARY OVEN / PROOFER	1
1B31-A	CASE, DISPLAY, SELF SERVED, NON-REFRIGATED, 48 INCHES L. SELF CONTAINED	1
2B01	RACK, BAKERY, PAN COOLING WITH COVER	6
2B03	PHOTO SCANNER & PRINTER, CAKE DECORATING	1
2B07-C	DISPLAY, BAKERY, ISLAND, SECTIONAL, 96 INCHES L.	4
CED	DELI EQUIPMENT	

2A26	MICROWAVE OVEN COMMERCIAL	2
1D07-6	TABLE, PREP, SUSHI, REFRIGERATED, 72 INCHES L. SELF	1
	CONTAINED	
1D09	OVEN, ROTISSERIE, CHICKEN	1
1D14-B	DISPLAY, ISLAND HEATED FIVE WELL	1
1D16-B	GRILL, PANINI, DOUBLE	1
3-2D04	DIGITAL 'TAKE A NUMBER' SYSTEM	1
2D26	SINK, PORTABLE, SUSHI	1
CED	SLICERS AND SCALES	
4SMA	SLICER, MEAT, AUTOMATIC, DELI DEPARTMENT	3
4SPPM-W	SCALE/PRINTER, STAND-ALONE, DELI / BAKERYDEPT	3

Aberdeen		
CED	BAKERY EQUIPMENT	QTY
1B00	BREAD SLICER, TABLE MODEL	1
1B10-2	FREEZER, REACH-IN, THREE DOOR SELF CONTAINED	1
1B12-A	OVEN, ROLL-IN, SINGLE RACK, ELECTRIC	1
1B20-A	PROOFER, ROLL-IN, ONE DOOR, ONE SINGLE RACK	1
1B31-A	CASE, DISPLAY, SELF SERVED, NON-REFRIGATED, 48 INCHES L. SELF CONTAINED	1
2B01	RACK, BAKERY, PAN COOLING WITH COVER	4
2B07-A	TABLE, BAKERY WITH DROP LEAVES	2
2B07-D	TABLE, BAKERY, DOUBLE SIDED, FLAT TOP SHELF	1
3-2B12	RACK, BAKERY, ROLL-IN, SINGLE, STAINLESS STEEL	4
	DELI EQUIPMENT	
1D09	TABLE, PREP, SUSHI, REFRIGERATED, 96 INCHES L. SELF CONTAINED	1
1D14-B	CABINET, HOLDING, HEATED	1
1D16-B	GRILL, PANINI, SINGLE	1
2D23	CAGE, SECURITY, MOBILE	1
3-2D04	DIGITAL 'TAKE A NUMBER' SYSTEM	1

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2D26	SINK, PORTABLE, SUSHI	
	SLICES AND SCALES	
4SMA	SLICER, MEAT, AUTOMATIC, MEAT DEPARTMENT	3
4SPPM-W	SCALE/PRINTER, STAND-ALONE, DELI / BAKERYDEPT	4

ATTACHMENT 7 DECA'S AGENCY APPROVED RETAILER ASSIGNED DELICATESSEN AND BAKERY TO INCLUDE SUSHI, WHERE APPLICABLE, PLU/UPC LIST (ATTACHED AS A STAND ALONE DOCUMENT)

ATTACHMENT 8 DEPARTMENT OF LABOR WAGE DETERMINATIONS

Per 52.222-4503, Current Hourly Wage Determinations, including Health & Welfare rates for the position of 07130, Food Service Worker, for the locations covered by this contract, are as follows:

Wage Determination Table

Commissary	WD No.	WD Rev NO.	Date of Last WD Revision
Locations			
Fort Hamilton, Kings			
County, NY	2015-4187	16	12/21/2020
Carlisle Barracks,			
Cumberland County,	2015-4225	15	12/21/2020
PA			
McGuire AFB,			
Burlington County,	2015-4191	13	12/21/2020
NJ			
Andrews AFB, Prince			
George County, MD	2015-4281	17	12/21/2020
Annapolis NSA,			
Anne Arundel	2015-4265	14	12/21/2020
County, MD			
Fort Belvoir, Fairfax			
County, VA	2015-4281	17	12/21/2020
Aberdeen PG,			
Harford County, MD	2015-4265	14	12/212020
Fort Meade, Anne			
Arundel County, MD	2015-4265	14	12/21/2020
Fort Myer, Arlington			
County, VA	2015-4281	17	12/21/2020
Quantico MCB,			
Prince William	2015-4281	17	12/21/2020
County, VA			
Fort Detrick,			
Frederick County,	2015-4343	14	12/21/2020
MD			

Forest Glen,			
Montgomery County,	2015-4269	13	12/21/2020
MD	2013 4207	13	12/21/2020
Bangor ANGB,			
Penobscot County,	2015-4007	14	12/21/2020
ME	2013 1007	1 '	12/21/2020
Hanscom AFB,			
Middlesex County,	2015-4055	16	12/21/2020
MA	2013 1033	10	12/21/2020
Fort Drum, Jefferson			
County, NY	2015-5775	12	12/21/2020
Saratoga Springs,			
Saratoga County, NY	2015-4143	15	12/21/2020
West Point, Orange	2015-4159	13	12/21/2020
NY			
New London			
(Groton), New	2015-4111	15	12/21/2020
London County, CT			
Newport NS,			
Newport County, RI	2015-4089	14	12/21/2020
Dover AFB, Kent			
County, DE	2015-4217	14	12/21/2020
Patuxent River NAS,			
Prince George			
County, MD	2015-4281	17	12/21/2020
Bolling AFB,			
Washington DC	2015-4281	17	12/21/2020

Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contrat is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

The wage determinations may be accessed at the following website: https://www.beta.sam.gov/wage-determination/

ATTACHMENT 9 REGIONAL STOCKAGE LIST (RSL) AS OF 7/2/2020

DODAAC	STORE ID	COMMISSARY	RSL	SALES	Zone
DODAAC	STORE	COMMISSART	KSL	BAND	Zone
HQCNEJ	2501	ABERDEEN PG	2	5	25
HQCNEK	2402	ANDREWS	5	11	25
		AFB			
HQCNEL	2403	ANNAPOLIS	1	6	25
		NS			
HQCNEQ	2005	BANGOR AFB	1A	3	21
HQCNEB	2506	BOLLING AFB	3	6	25
HQCNE9	2308	CARLISLE	1	5	25
		BARRACKS			
HQCNEG	2412	DOVER AFB	3	6	25
HQCNEF	2532	FOREST GLEN	3	4	25
HQCNFF	2413	FORT	5	14	24
		BELVOIR			
HQCNFN	2514	FORT	1	4	24
		DETRICK			
HQCNEY	2115	FORT DRUM	3	7	21
HQCNE2	2216	FORT	3	5	23
		HAMILTON			
HQCNEN	2517	FORT MEADE	5	13	25
HQCNFH	2518	FORT MYER	3	10	24
HQCNAA	2020	HANSCOM	3	5	21
_		AFB			
HQCNEW	2323	MCGUIRE AFB	5	10	23
HQCNEE	2226	NEW LONDON	3	6	21
		(GROTON)			
HQCNFE	2227	NEWPORT NS	2	5	21
HQCNAB	2428	PATUXENT	2	6	24
		RIVER			
HQCNFJ	2429	QUANTICO	5	11	24
		MCB			
HQCNE5	2130	SARATOGA	1A	2	21
		SPRINGS			
HQCNE7	2133	WEST POINT	3	5	23

ATTACHMENT 10 REPORT OF BOMB THREATS

A copy of a Bomb Threat Checklist will be posted at each commissary telephone. The Contractor shall

instruct its employees to use the checklist and immediately report any bomb threat received concerning commissary

facilities to the telephone numbers listed below for the specific commissary, advise commissary management, and

evacuate the building. The Contractor may use the commissary fire/emergency evacuation plan or use an evacuation

plan developed by the Contractor for either fire or bomb threat evacuation.

The following are the emergency telephone numbers should a bomb threat occur:

DeCA East Area Commissary Locations Emergency Telephone Numbers			
Fort Hamilton, NY - 911 Bangor ANGB, ME -911			
McGuire AFB, NJ - 911	Fort Drum, NY - 911		
Annapolis NGA, MD - 911	West Point, NY - 911		
Aberdeen PG, MD - 911	Newport NS, RI - 911		
Fort Myer, VA - 911	Patuxent River NAS, MD - 911		
Fort Detrick, MD - 911	Hanscom AFB, MA - 911		
Carlisle Barracks, PA - 911	Saratoga Springs, NY - 911		
Andrews AFB, MD - 911	New London (Groton), CT - 911		
Fort Belvoir, VA - 911	Dover AFB, DE - 911		
Fort Meade, MD - 911	Bolling AFB, DC - 911		
Quantico MCB, VA - 911 Forest Glen, MD - 911			

BULK UPLOAD SPREADSHEET

BRAND	Vendor Number	NOMENCLATURE	UNIT UPC	COST	UOM	UOI	DDICE	COMMISSARY
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