

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER HQCAA118645		PAGE 1 OF 24				
2. CONTRACT NO. HDEC0521C0005		3. AWARD/EFFECTIVE DATE 17-Sep-2021		4. ORDER NUMBER		5. SOLICITATION NUMBER HDEC0521Q0010		6. SOLICITATION ISSUE DATE 22-Jul-2021		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME DANIEL J LINDSEY				b. TELEPHONE NUMBER (No Collect Calls) 804-734-8000		8. OFFER DUE DATE/LOCAL TIME 03:00 PM 25 Aug 2001		
9. ISSUED BY DEFENSE COMMISSARY AGENCY ENTERPRISE ACQUISITION DIVISION 1300 E AVENUE FORT LEE VA 23801-1800 TEL: FAX:		CODE HDEC05		10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)		NAICS: 541910 SIZE STANDARD: \$16,500,000		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		
15. DELIVER TO DEFENSE COMMISSARY AGENCY MARY MICHAEL 1300 E AVENUE FORT LEE VA 23801-1800		CODE HQCAA		16. ADMINISTERED BY SEE ITEM 9						
17a. CONTRACTOR/OFFEROR RETAIL DATA, LLC RETAILDATA BRIANNE PORTER 11013 W BROAD ST STE 300 GLEN ALLEN VA 23060-6017 TELEPHONE NO. 804-678-7429		CODE 7LPE6		FACILITY CODE		18a. PAYMENT WILL BE MADE BY DEFENSE FINANCE ACCOUNTING SERVICE-DFAS DFAS COLUMBUS PO BOX 182314 COLUMBUS OH 43218-2317				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM								
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY		22. UNIT	23. UNIT PRICE	24. AMOUNT
		SEE SCHEDULE								
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$247,630.08				
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.		ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.		ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:						
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Kristine N. Poltrick</i>						
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) KRISTINE N. POLTRICK / CONTRACTING OFFICER TEL: 804-734-8000 X86057 EMAIL: kristine.poltrick@deca.mil				31c. DATE SIGNED 27-Sep-2021		

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		4	Each	\$61,907.52	\$247,630.08

Quarterly Shop (Base Year)
FFP

Quarterly Shop (Base Year) - Contractor shall provide all labor, supplies, & transportation required to complete Task 2 – Quarterly Shops IAW Statement of Work (SOW). Each quarterly shop will be comprised of 25 percent of the total (approximately 45 Commissaries and approximately 133 designated commercial grocery stores or supercenters.) DeCA will provide the Contractor with both the locations and the SKU/PLU listing at least 30 days prior to the start of each quarterly shop. The quarterly shops shall be performed within the first 30 days of the quarter, IAW Statement of Work (SOW) Paragraph 3: Performance Requirements.

The contractor is responsible for all of the following: supervision of price shops conducted, labor hired with proper training, tools used, and travel (not reimbursed) to accomplish the tasks defined in the Statement of Work (SOW).

Deliverable: Data Report to be completed, and sent to DeCA, within 45 days after the start of each quarter, IAW Statement of Work (SOW).

Estimated Quarterly Start Dates:
September 30, 2021
December 31, 2021
March 31, 2022
June 30, 2022
FOB: Destination
PURCHASE REQUEST NUMBER: HQCAAA118645
R702

NET AMT \$247,630.08

ACRN AA \$247,630.08
CIN: HQCAAA1186450001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		4	Each	\$63,192.54	\$252,770.16

OPTION

Quarterly Shop (1st Option Year)

FFP

Quarterly Shop (Base Year) - Contractor shall provide all labor, supplies, & transportation required to complete Task 2 – Quarterly Shops IAW Statement of Work (SOW). Each quarterly shop will be comprised of 25 percent of the total (approximately 45 Commissaries and approximately 133 designated commercial grocery stores or supercenters.) DeCA will provide the Contractor with both the locations and the SKU/PLU listing at least 30 days prior to the start of each quarterly shop. The quarterly shops shall be performed within the first 30 days of the quarter, IAW Statement of Work (SOW) Paragraph 3: Performance Requirements.

The contractor is responsible for all of the following: supervision of price shops conducted, labor hired with proper training, tools used, and travel (not reimbursed) to accomplish the tasks defined in the Statement of Work (SOW).

Deliverable: Data Report to be completed, and sent to DeCA, within 45 days after the start of each quarter, IAW Statement of Work (SOW).

Estimated Quarterly Start Dates:

September 30, 2022

December 31, 2022

March 31, 2023

June 30, 2023

FOB: Destination

R702

NET AMT

\$252,770.16

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		4	Each	\$64,243.92	\$256,975.68

OPTION

Quarterly Shop (2nd Option Year)
 FFP
 Quarterly Shop (Base Year) - Contractor shall provide all labor, supplies, & transportation required to complete Task 2 – Quarterly Shops IAW Statement of Work (SOW). Each quarterly shop will be comprised of 25 percent of the total (approximately 45 Commissaries and approximately 133 designated commercial grocery stores or supercenters.) DeCA will provide the Contractor with both the locations and the SKU/PLU listing at least 30 days prior to the start of each quarterly shop. The quarterly shops shall be performed within the first 30 days of the quarter, IAW Statement of Work (SOW) Paragraph 3: Performance Requirements.

The contractor is responsible for all of the following: supervision of price shops conducted, labor hired with proper training, tools used, and travel (not reimbursed) to accomplish the tasks defined in the Statement of Work (SOW).

Deliverable: Data Report to be completed, and sent to DeCA, within 45 days after the start of each quarter, IAW Statement of Work (SOW).

Estimated Quarterly Start Dates:
 September 30, 2023
 December 31, 2023
 March 31, 2024
 June 30, 2024
 FOB: Destination
 R702

NET AMT \$256,975.68

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		4	Each	\$65,334.24	\$261,336.96

OPTION

Quarterly Shop (3rd Option Year)

FFP

Quarterly Shop (Base Year) - Contractor shall provide all labor, supplies, & transportation required to complete Task 2 – Quarterly Shops IAW Statement of Work (SOW). Each quarterly shop will be comprised of 25 percent of the total (approximately 45 Commissaries and approximately 133 designated commercial grocery stores or supercenters.) DeCA will provide the Contractor with both the locations and the SKU/PLU listing at least 30 days prior to the start of each quarterly shop. The quarterly shops shall be performed within the first 30 days of the quarter, IAW Statement of Work (SOW) Paragraph 3: Performance Requirements.

The contractor is responsible for all of the following: supervision of price shops conducted, labor hired with proper training, tools used, and travel (not reimbursed) to accomplish the tasks defined in the Statement of Work (SOW).

Deliverable: Data Report to be completed, and sent to DeCA, within 45 days after the start of each quarter, IAW Statement of Work (SOW).

Estimated Quarterly Start Dates:

September 30, 2024

December 31, 2024

March 31, 2025

June 30, 2025

FOB: Destination

R702

NET AMT

\$261,336.96

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		4	Each	\$66,619.26	\$266,477.04

OPTION

Quarterly Shop (4th Option Year)
 FFP
 Quarterly Shop (Base Year) - Contractor shall provide all labor, supplies, & transportation required to complete Task 2 – Quarterly Shops IAW Statement of Work (SOW). Each quarterly shop will be comprised of 25 percent of the total (approximately 45 Commissaries and approximately 133 designated commercial grocery stores or supercenters.) DeCA will provide the Contractor with both the locations and the SKU/PLU listing at least 30 days prior to the start of each quarterly shop. The quarterly shops shall be performed within the first 30 days of the quarter, IAW Statement of Work (SOW) Paragraph 3: Performance Requirements.

The contractor is responsible for all of the following: supervision of price shops conducted, labor hired with proper training, tools used, and travel (not reimbursed) to accomplish the tasks defined in the Statement of Work (SOW).

Deliverable: Data Report to be completed, and sent to DeCA, within 45 days after the start of each quarter, IAW Statement of Work (SOW).

Estimated Quarterly Start Dates:
 September 30, 2025
 December 31, 2025
 March 31, 2026
 June 30, 2026
 FOB: Destination
 R702

NET AMT \$266,477.04

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 30-SEP-2021 TO 29-SEP-2022	N/A	DEFENSE COMMISSARY AGENCY MARY MICHAEL 1300 E AVENUE FORT LEE VA 23801-1800 804-734-8000 X48228 FOB: Destination	HQCAAA

1001	POP 30-SEP-2022 TO 29-SEP-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
2001	POP 30-SEP-2023 TO 29-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
3001	POP 30-SEP-2024 TO 29-SEP-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
4001	POP 30-SEP-2025 TO 29-SEP-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA

ACCOUNTING AND APPROPRIATION DATA

AA: 012191 097 4930 004 N D 4J00 21_MPS_WCF_D 21_SALES DIR MPS 253
AMOUNT: \$247,630.08

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001	HQCAAA1186450001	\$247,630.08

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (JUN 2020) -- Alternate I	OCT 1995
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	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
52.204-9	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 Covered Entities.	JUL 2018
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2020
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2020
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 Conditions--Commercial Items	OCT 2018
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-28	Post-Award Small Business Program Rerepresentation	NOV 2020
52.222-3	Convict Labor	JUN 2003
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
52.222-50	Combating Trafficking in Persons	OCT 2020
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements	MAY 2014
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	NOV 2020
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.223-5 Alt I	Pollution Prevention and Right-to-Know Information (May 2011) Alternate I	MAY 2011
52.223-10	Waste Reduction Program	MAY 2011
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-13	Bankruptcy	JUL 1995
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.216-7009	Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding	SEP 2013
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 Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors-- Prohibition on Fees and Consideration	APR 2020
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	JAN 2021

CLAUSES INCORPORATED BY FULL TEXT

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

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.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2018-O0021) (JAN 2021)

(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 2020) (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) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (xi) 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.
- (xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
- (xiii)(A) 52.222-50, Combating Trafficking in Persons (OCT 2020) (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).
- (xiv) 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).
- (xv) 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).
- (xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020).
- (xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (B) Alternate I (JAN 2017) of 52.224-3.
- (xx) 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).
- (xxi) 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.
- (xxii) 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)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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

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

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

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

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (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)

52.228-4502 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 various States.
- (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/browse/index/far>
<https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(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)

252.232-7003 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.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):

INVOICE AND RECEIVING REPORT “COMBO”

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

(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*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0866
Issue By DoDAAC	HDEC05
Admin DoDAAC**	HDEC05

Inspect By DoDAAC	N/A
Ship To Code	HQCAAA
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	HQCAAA
Service Acceptor (DoDAAC)	HQCAAA
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.

Daniel.lindsey@deca.mil

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

Daniel.lindsey@deca.mil, robert.byrne@deca.mil, and any additional email addresses as instructed.

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

(End of clause)

**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 of Information Act (FOIA) electronic reading room at www.commissaries.com. The posting will contain the total

contract 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).

STATEMENT OF WORK

ATTACHMENT A - STATEMENT OF WORK (SOW) MANUAL PRICE SHOPPING HDEC05-21-C-0005

The Defense Commissary Agency (DeCA) Headquarters (HQ) has a requirement for collection of data via manual price shops and reporting of data collected to DeCA.

1. BACKGROUND

DeCA is a Department of Defense (DoD) agency that operates a worldwide chain of commissaries providing groceries to authorized patrons in a safe and secure shopping environment. The organization is comprised of 236 stores, of which 177 are located within the United States. As a core military family support element and a valued part of military pay and benefits, commissaries contribute to family readiness, enhance the quality of life for America's military and their families and help recruit and retain the best and brightest men and women to serve their country.

2. DESCRIPTION

- 2.1.** DeCA requires the support of a contractor with specialized expertise and experience physically conducting manual price shopping collections comprised of items in all departments (fresh and scannable). Manual price shopping (price collecting) is the physical process used for Stock Keeping Unit (SKU) and Product Look-Up (PLU) price verification. This manual price shopping collection will consist of approximately 708 locations comprised of the 177 DoD Commissaries located within the Contiguous United States, plus Alaska and Hawaii, as well as approximately 531 designated commercial grocery stores or supercenters which are mostly located within 20 miles of each DoD Commissary, with each quarterly shop comprised of 25% of the total.

3. PERFORMANCE REQUIREMENTS

- 3.1. The contractor shall dispatch contract employees to stores in designated areas to physically conduct the manual price shops and deliver the resulting data to DeCA within the timelines outlined in this Statement of Work (SOW).
- 3.2. The contractor shall have a clearly outlined process for auditing and certifying the statistical accuracy of each data collection and report to ensure accuracy and consistency in data collections across all locations within each quarterly shop.
- 3.3. The contractor is responsible for all of the following: supervision of price shops conducted, labor hired, tools used, travel (not reimbursed) to accomplish the tasks defined in this SOW.
- 3.4. The Contractor will notify DeCA immediately when a designated commercial grocery store or supercenter has been closed so a replacement location can be identified.

3.5. SKU's & PLU's & Item Descriptions.

- 3.5.1. To conduct the manual price shops; DeCA will provide the individual SKUs and PLUs contractor employees will use to collect both the regular and sale price when the item is on sale data on at DeCA commissaries and commercial grocery store outlets or supercenters (only United States DeCA locations to include Alaska and Hawaii) identified by DeCA, and the contractor will deliver the price collection data in the required format to DeCA within a specific period of time.
- 3.5.2. In addition, for each national brand item on the SKU listing, DeCA requires that prices (regular and sale) be captured for any private label SKUs with equivalent in quality; attributes; and size as the national brand item when the private label product is available at designated commercial grocery stores or supercenters. DeCA requires the captured private label SKUs to be specifically flagged as private label items and linked to the national brand SKUs by an Item ID provided by DeCA.
- 3.5.3. The contractor shall closely coordinate with DeCA for SKU/PLU lists, private label requests and data formatting requirements.
- 3.5.4. Where an item on the list of SKU/PLUs is on sale at either the commercial grocery store or the commissary, the contractor will record both the regular and sale price for each item.
- 3.5.5. For each national brand item on the SKU listing, the contractor is responsible for capturing the prices of any private label SKU with equivalent quality, attributes, and size – when the private label product is available at designated commercial grocery stores or supercenters location.
- 3.5.6. The captured private label SKUs will be linked to national brand SKUs by an Item ID provided by DeCA.
- 3.5.7. Auditors will collect and identify fresh items with a per-pound price (lb.) or an each price (ea.) for all items based on how the product is sold at a given store, unless the item's description states otherwise. DeCA requires the prices (regular and sale) to be clearly identified as lb. or ea. for all fresh items.
- 3.5.8. When collecting meat prices, auditors should pay close attention to the “cut of meat” and grade of meat listed in the description and ensure prices collected for the cut of meat where the grade of meat matches the grade of meat listed on the item file provided by DeCA.

4. MANUAL PRICE SHOPPING PROGRAM DEVELOPMENT AND IMPLEMENTATION

4.1.1. Task 1 – PLAN OF ACTION.

The contract start date is expected to be September 30, 2021.

DeCA will provide the list of commissaries, designated commercial grocery stores or supercenters, and the specific list of approximately 1,100 SKU/PLUs to price shop at each location within 3 business days of the award.

This price shopping collection will consist of approximately 708 locations comprised of 177 DoD Commissaries as well as approximately 531 designated commercial grocery stores or supercenters which are mostly located within 20 miles of each DoD Commissary. Each quarterly shop will be comprised of approximately 25 percent of the total amount.

At a kickoff meeting, the contractor shall present a plan detailing its process for conducting the manual price shopping program within 5 business days of the above information provided by DeCA. Thereafter, they shall meet as deemed necessary by either party. The plan shall include a schedule for execution and completion of the initial price shop within 30 days of contract start date, and a completion of the initial report delivered to DeCA within 45 days of contract start date.

DeCA has agreed to provide the contractor both the list of stores and the SKU/PLUs on NLT 3 business days after contract award. DeCA has also agreed to allow for the contractor to have the kick-off meeting NLT 5 business days of the above information provided by DeCA. Thereafter, the item and store files will be provided at least 30 days in advance of each quarter start date.*

4.2. SCHEDULE AND DELIVERY OF THE DATA

4.2.1. Task 2 – QUARTERLY SHOPS.

DeCA and associated competitor (see Paragraph 2.1, above) locations will be identified by a DoDAAC with each location assigned a store ID. Each quarterly shop will be comprised of 25 percent of the total (approximately 45 Commissaries and approximately 133 designated commercial grocery stores or supercenters). DeCA will provide the Contractor with both the locations and the SKU/PLU listing at least 30 days prior to the start of each quarterly shop. The quarterly shops shall be performed within the first 30 days of the quarter, to allow for scheduling adjustments in a timely manner, if needed.

4.2.2. Task 3 – DATA REPORT.

The Contractor shall establish a quality control inspection system that covers all the services to be performed under this contract. The inspection system shall identify the areas and items to be inspected, methods of inspection, inspection frequency, and the name(s) and title(s) of the person(s) who shall perform the inspection of all data fields to include store information and competitor IDs.

The contractor will deliver to DeCA a data report showing the results of the manual price collection shops. The data report will be in Microsoft Excel format as per the attachment.

The final data report is due 45 days after contract start date, for the initial price shop, and then 45 days after the approved start date of each quarterly shop. At least 7 days before the submission of the final report, the contractor will deliver to DeCA a draft copy of the manual shop price collection data report for review. DeCA will review and, if applicable, provide feedback to the contractor within 2 business days.

If the match rate for any location (DeCA and designated commercial grocery store or supercenter) is significantly below the quarterly average, the contractor may be required to perform an additional manual shop at either (both) location(s).

The data report must include a description showing how the contractor audited the data and its performance of the process (i.e., % of data verified as accurate or other benchmark that speaks to the quality of the data provided to DeCA).

The final data report will be certified in accordance with the contractor's proposed auditing process.

5. OTHER REQUIREMENTS

- 5.1. The Contractor shall track deliverables and provide progress reports during quarterly data collection, and task schedules to Government personnel upon request, to insure requirements are met for short term and long term for the tasks outlined above.
- 5.2. In addition to the other requirements and deliverable identified herein, the Contractor shall prepare the following deliverables upon request:
- Explanation of Data: Provide definitions, support, or assistance to address questions concerning the data. The contractor will be available via email, teleconference, or VTC.
 - Master Data Output: Provide raw data collected upon request.
 - Status of Shops: Provide a status of all stores shopped and not shopped during the quarterly shop and the reason why.
 - Status of Competitors: The contractor will inform DeCA of closed competitor locations or other hindrances as soon as possible so a replacement can be determined.
- 5.3. The Contractor **must** be able to access U.S. military installations based on individual installation security requirements. The Contractor is solely responsible for contacting each installation to determine their specific entry access requirements. The Contractor will be required to sign in upon arrival and then sign out upon departure of the Commissary. The Contractor will access commissaries.com to determine Commissary hours of operation as price collections will occur during normal hours of operation.
- 5.4. The Contractor shall establish and forward to the Contracting Officer complete quality control plans. The Contracting Officer will advise the Contractor of the required date for submission. The Contractor shall provide an updated copy of the quality control plan to the Contracting Officer as changes occur.
- 5.5. In the event the Contractor is unable to locate fresh items, the Contractor will contact store management for assistance.

5.6. PRIVACY REQUIREMENTS

- 5.6.1 The contractor will not be permitted to utilize a web or database method of data collection.
- 5.6.2 All Commissary pricing information is strictly proprietary and shall not be published or released to the public. Any pricing data obtained for the purpose of this requirement shall **NOT** be kept on any contractor's servers, laptops, or any location where data cannot be kept secured. Any information shall be destroyed or deleted on command by DeCA Contracting, or Program Manager.

6. DELIVERABLES AND DELIVERY SCHEDULE

Description of Task	Completion/Due Date
Kickoff Meeting/Contractor Plan of Action	NLT 5 business days of the initial information provided by DeCA
Data Report	For quarterly price shops, the Contractor has 30 days to complete the quarterly shop after the approved start date of each quarterly shop and submit the final data report to DeCA within 45 after the approved start date of each quarterly shop. At least 7 days before the submission of the final data report, the contractor will deliver to DeCA a draft copy of the data report for review.

Explanation of the data	Upon request
Master Data Output	Upon request
Certificate of Liability Insurance	Upon Request

7 **OTHER**

7.1 PERIOD OF PERFORMANCE: The performance period consists of a one (1) year base period and four (4) one year option periods.

7.2 PLACE OF PERFORMANCE: The majority of this SOW will be performed within a 20 mile radius of all DeCA locations in the United States to include Alaska and Hawaii. For a limited number of remote store locations, commercial grocery store and supercenter locations requiring price shopping may be in excess of 20 miles from a DeCA commissary. See ATTACHMENT 2- DECA COMMISSARY LOCATIONS & ADDRESSES for Commissary Locations.

7.3 HOLIDAYS: Services may be performed on holidays for commercial grocery store locations as the contractor sees fit, however, services in DeCA Commissaries will not be performed on the following Federal Holidays:

- | | |
|-----------------------------------|------------------|
| New Year’s Day | Labor Day |
| Martin Luther King Jr.’s Birthday | Columbus Day |
| President’s Day | Veteran’s Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |