

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER HQCCAG118033		PAGE 1 OF 20						
2. CONTRACT NO. HDEC0521P0020		3. AWARD/EFFECTIVE DATE 01-Sep-2021		4. ORDER NUMBER		5. SOLICITATION NUMBER HDEC0521Q0008		6. SOLICITATION ISSUE DATE 06-Jul-2021				
7. FOR SOLICITATION INFORMATION CALL:			a. NAME JULIE A. PROCTOR			b. TELEPHONE NUMBER (No Collect Calls) 804-734-8000 EXT 48496		8. OFFER DUE DATE/LOCAL TIME 04:00 PM 23 Jul 2021				
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 checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 311613 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: 750							
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS			13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING					
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE ITEM 9						CODE		
17a. CONTRACTOR/OFFEROR KALUZYNY BROS. INC. DAVID J. KALUZYNY 2324 MOUND RD JOLIET IL 60436-9026 TELEPHONE NO. (815) 744-1453		CODE 3UFC3		FACILITY CODE		18a. PAYMENT WILL BE MADE BY DEFENSE FINANCE ACCOUNTING SERVICE-DFAS DFAS COLUMBUS PO BOX 182314 COLUMBUS OH 43218-2317					CODE HQ0866	
<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) \$5,044.00					
<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 1 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 31-Aug-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
<p>SEE SCHEDULE</p>					

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	GREAT LAKES FATS & BONES REMOVAL SVC FFP FATS & BONES REMOVAL/PICKUP/DISPOSAL OF SUPERMARKET ANIMAL AND FISH BY-PRODUCTS, FATS AND BONES, CHICKEN, PORK, BEEF, LUNCH MEAT, FISH AND SAUSAGES IN ACCORDANCE WITH THE STATEMENT OF WORK AND ANY OTHER TERMS AND CONDITIONS CONTAINED HEREIN. APPROXIMATELY 400 LBS PER WEEK, PICKUP ONE (1) TIME PER WEEK. BASE PERIOD: SEPTEMBER 1, 2021 THROUGH AUGUST 31, 2022. POC: COMMISSARY OFFICER 847.688.2644 FOB: Destination PURCHASE REQUEST NUMBER: HQCCAG118033 S205	52	Each	\$97.00	\$5,044.00
NET AMT					\$5,044.00
ACRN AA CIN: HQCCAG1180330001					\$5,044.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		52	Each	\$103.00	\$5,356.00
OPTION	GREAT LAKES FATS & BONES REMOVAL SVC FFP FATS & BONES REMOVAL/PICKUP/DISPOSAL OF SUPERMARKET ANIMAL AND FISH BY-PRODUCTS, FATS AND BONES, CHICKEN, PORK, BEEF, LUNCH MEAT, FISH AND SAUSAGES IN ACCORDANCE WITH THE STATEMENT OF WORK AND ANY OTHER TERMS AND CONDITIONS CONTAINED HEREIN. APPROXIMATELY 400 LBS PER WEEK, PICKUP ONE (1) TIME PER WEEK. OPTION YEAR 1: PERIOD: SEPTEMBER 1, 2022 THROUGH AUGUST 31, 2023. POC: COMMISSARY OFFICER 847.688.2644 FOB: Destination PURCHASE REQUEST NUMBER: HQCCAG118033 S205				

NET AMT \$5,356.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		52	Each	\$109.00	\$5,668.00
OPTION	GREAT LAKES FATS & BONES REMOVAL SVC FFP FATS & BONES REMOVAL/PICKUP/DISPOSAL OF SUPERMARKET ANIMAL AND FISH BY-PRODUCTS, FATS AND BONES, CHICKEN, PORK, BEEF, LUNCH MEAT, FISH AND SAUSAGES IN ACCORDANCE WITH THE STATEMENT OF WORK AND ANY OTHER TERMS AND CONDITIONS CONTAINED HEREIN. APPROXIMATELY 400 LBS PER WEEK, PICKUP ONE (1) TIME PER WEEK. OPTION YEAR 2: SEPTEMBER 1, 2023 THROUGH AUGUST 31, 2024. POC: COMMISSARY OFFICER 847.688.2644 FOB: Destination S205				

NET AMT \$5,668.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	GREAT LAKES FATS & BONES REMOVAL SVC FFP FATS & BONES REMOVAL/PICKUP/DISPOSAL OF SUPERMARKET ANIMAL AND FISH BY-PRODUCTS, FATS AND BONES, CHICKEN, PORK, BEEF, LUNCH MEAT, FISH AND SAUSAGES IN ACCORDANCE WITH THE STATEMENT OF WORK AND ANY OTHER TERMS AND CONDITIONS CONTAINED HEREIN. APPROXIMATELY 400 LBS PER WEEK, PICKUP ONE (1) TIME PER WEEK. OPTION YEAR 3: SEPTEMBER 1, 2024 THROUGH AUGUST 31, 2025. POC: COMMISSARY OFFICER 847.688.2644	52	Each	\$115.00	\$5,980.00
	FOB: Destination S205				

NET AMT \$5,980.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 OPTION	GREAT LAKES FATS & BONES REMOVAL SVC FFP FATS & BONES REMOVAL/PICKUP/DISPOSAL OF SUPERMARKET ANIMAL AND FISH BY-PRODUCTS, FATS AND BONES, CHICKEN, PORK, BEEF, LUNCH MEAT, FISH AND SAUSAGES IN ACCORDANCE WITH THE STATEMENT OF WORK AND ANY OTHER TERMS AND CONDITIONS CONTAINED HEREIN. APPROXIMATELY 400 LBS PER WEEK, PICKUP ONE (1) TIME PER WEEK. OPTION YEAR 4: SEPTEMBER 1, 2025 THROUGH AUGUST 31, 2026. POC: COMMISSARY OFFICER 847.688.2644	52	Each	\$122.00	\$6,344.00
	FOB: Destination S205				

NET AMT \$6,344.00

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-SEP-2021 TO 31-AUG-2022	N/A	GREAT LAKES COMMISSARY CHRISTINE J DAVINICH 2630 GREENBAY ROAD BLDG 3451 GREAT LAKES IL 60088-5129 847-688-2644 FOB: Destination	HQCCAG
1001	POP 01-SEP-2022 TO 31-AUG-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCCAG
2001	POP 01-SEP-2023 TO 31-AUG-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCCAG
3001	POP 01-SEP-2024 TO 31-AUG-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCCAG
4001	POP 01-SEP-2025 TO 31-AUG-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCCAG

ACCOUNTING AND APPROPRIATION DATA

AA: 012191 097 4930 004 N D 4J00 21_CENTRAL_AREA_WCF_D 21_GREAT LAKES NS COMSY NFE 252
AMOUNT: \$5,044.00

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001	HQCCAG1180330001	\$5,044.00

CLAUSES INCORPORATED BY REFERENCE

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
52.204-7	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 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
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-4	Contract Terms and Conditions--Commercial Items	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
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	AUG 2018
52.222-50	Combating Trafficking in Persons	OCT 2020
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
52.232-18	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
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
252.216-7009	Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding	SEP 2013
252.225-7001	Buy American And Balance Of Payments Program-- Basic	DEC 2017
252.225-7048	Export-Controlled Items	JUN 2013
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
252.244-7000 Subcontracts for Commercial Items

DEC 1991
JAN 2021

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.

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 the end of the contract 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 within 30 days prior to the expiration of the currentt 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.

(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

A complete copy of the equivalent rates can be obtained at the links below, and selecting the appropriate state and county of each Commissary location. Appropriated Fund Schedules - <https://www.dcpas.osd.mil/BWN/AFWageSchedules>

(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)

52.228-4500 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.

52.252-2 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.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

<https://www.acquisition.gov/browse/index/far>

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

Destination

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	See attached list
Issue By DoDAAC	HDEC05
Admin DoDAAC**	HDEC05
Inspect By DoDAAC	LEAVE BLANK
Ship To Code	SEE ATTACHED LIST
Ship From Code	NA
Mark For Code	NA
Service Approver (DoDAAC)	NA
Service Acceptor (DoDAAC)	NA
Accept at Other DoDAAC	NA
LPO DoDAAC	NA
DCAA Auditor DoDAAC	NA
Other DoDAAC(s)	NA

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

(5) WAWF email notification. The Contractor shall enter the email address identified below in the “Send Additional Email Notification” field of WAWF once a document is submitted in the system.

Julie.Proctor@deca.mil

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact: julie.proctor@deca.mil

(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).

WAGE DETERMINATION

CONSOLIDATED WAGE DETERMINATIONS AND EQUIVALENT WAGE RATES

NOTE: Wage Determination information pertains to FAR Clause 52.222-41, Entitled Service Contract Labor Standards. A complete copy can be obtained at <http://www.wdol.gov>.

The following occupations may be applicable: - Medium Truck Driver, WG-6/2 and Refuse Collector, WG-2/2 .

LOCATION OF COMMISSARY	STATE	COUNTY	WD	REVISION	DATE	DoDDAC	ADDRESS	Med truck driver-31362	refuse collector 99730	health & wealth
Great Lakes NS	IL	Lake	15-4935	14	12/21/2020	HQCCAG	2630 Greenbay Rd, Great Lakesd Naval Station, IL 60088-3303	\$22.78	\$30.65	\$4.54

STATEMENT OF WORK

FATS AND BONES, USED ROTISSERIE CHICKEN/FRYER OIL REMOVAL AND DISPOSAL FOR THE DEFENSE COMMISSARY AGENCY (DeCA)

1.0 Contractor's Responsibility General: The Contractor shall provide all personnel, supervision, equipment, transportation, and services necessary to perform the removal/pickup/disposal of supermarket animal and fish by-products including fats and bones which could include chicken, pork, beef, lunch meat, fish, and sausages, along with the removal of used rotisserie chicken/fryer oil from DeCA Commissary location(s) identified in the solicitation and resulting contract. **"To prevent contamination of recycled products, DeCA employees will remove all meat packaging prior to disposal (barrel) and place only (used rotisserie chicken or fryer) oil into the tanks". All supermarket by-products will be processed at a licensed facility.**

1.1 The Contractor will be required to remove/pickup/dispose of the following at each location:

Commissary	Services Required	State
Great Lakes NS	Fats/Bones and Oil	IL

2.0 Personnel: At all times during the performance of work under this contract, Contractor's employees or subcontractors shall identify themselves through personal introductions and by displaying distinguishing badges or other visible identification when interacting with Government personnel. Contractor's personnel shall appropriately identify themselves in telephone conversations and in formal and informal written correspondence including electronic mail correspondence.

3.0 Compliance with federal, state and local regulations: Contractor is required to comply with all local, state and federal law, regulations, ordinances, and published best practices applicable to the removal, transportation, and disposal of all animal and fish by-products and used rotisserie chicken/fryer oil. The Contractor shall, without additional effort by or cost to the Government, maintain and acquire all permits in accordance with local, state, and federal regulations. All charges, fees, or permits pertaining to providing, maintaining, emptying, transporting, and dumping such barrels/tanks shall be included in the Contractor's price for the service. Contractor shall be responsible for all fines, penalties, or other costs resulting from, and shall reimburse the Government for any costs it incurs resulting from, the Contractor's negligent, illegal, improper, or unauthorized handling, transportation, or disposal of materials covered under this contract.

4.0 Sanitation and Maintenance: All equipment, vehicles, will be kept in a clean and well-maintained condition. The Contractor shall be responsible for removal or remediation of any spillage that occurs during the transport of all materials covered under this contract, in and around all facility(s), roads, and highways while in route to the final destination for the materials.

4.1 Damaged Fats and Bones barrels and Used Rotisserie Chicken/Fryer Oil tanks: (with exception of normal wear and tear) by the Contractor shall be repaired at no cost to the Government. In addition, the Contractor shall furnish temporary replacement tanks (fryer or used chicken oil tank) for each one that is removed for replacement or repair. All permanent and temporary replacement fats and bones barrels shall meet one of the minimum specifications as identified in **Table 1** below. All permanent and temporary replacement used rotisserie chicken/fryer oil tanks shall meet the minimum specification as identified in **Table 2** below.

4.2 Prior to departing the commissary, the Contractor will return the work area to the condition it was in prior to start of work, removing any material or debris which resulted from performing the work.

5.0 Use of Materials: Use of any materials must be in a manner that is in accordance with all applicable federal, state, and local laws, regulations, and ordinances at all locations in which the material is handled, including final disposal location. The objective of this program is to reduce the amount of material going to the commercial landfill. The Contractor is expected to make all reasonable efforts to dispose of these products in an environmentally sound manner.

6.0 Equipment: The commissaries will purchase new 44 gallon barrels to store the food waste (all animal by-products and used rotisserie chicken/fryer oils covered under this contract). The commissary is also responsible to

replace barrels that are damaged by normal wear and tear (see table one specs). The contractor is responsible to provide a tank to store used Rotisserie chicken oil. See **Table 2** below.

6.1 Fats and Bones Barrel: The Contractor will empty the barrel(s) onsite and return them to the commissary. The commissaries will clean the barrel(s) as identified in **Job Aid #MT-30**.

6.2 Used Rotisserie Chicken/Fryer Oil Tank: The Contractor will empty the tank and return to the commissary. If the commissary employee spills the used rotisserie chicken/fryer oil when dumping into the tank, the commissary employee is responsible for cleaning up the spillage. The tank minimum capacity is 168 gallons, includes a heat tube, secondary spill containment capabilities, and meets industry standards. See **Table 2** below for minimum tank specifications:

Table 1 (fats and bones barrel):

1	Flat Lid, 1 1/2" H, For 44 Gallon Gray, Trash Receptacle, Rubbermaid® Brute®
2	Trash Receptacle, 44 Gallon, Gray, Round, 24" Diameter x 31.5" High
3	Dolly, Universal Drum, Will Hold Up To 500 LBS, 7 1/8" H, Black

Table 2 (oil tank):

Feature	Minimum Tank Specifications
Tank	Double-wall Poly lid Steel screen
Size	Medium: 36"L x 66"W x 33"D
Material	12 gauge steel
Capacity	168 gallons
Serial number	Yes; non-removable
Heat Tube	Standard; 11 gauge steel
Pumping Capability	Pump and/or dump
Compliant	Within industry standard

7.0 Vehicles: The Contractor shall provide all vehicles required to fulfill the requirement. All vehicles shall be in operable condition and meet all local, state, and federal safety requirements. The Contractor shall obtain all necessary permits for base access in accordance with the Installation Access Requirements found at 52.204- 4500 of this contract. Trucks shall be conspicuously marked indicating the Contractor's name.

8.0 Pickup Requirements: The Contractor shall pickup from the facilities on a per pickup basis on an overall frequency schedule identified for each location not to exceed the frequency of pickups identified in the contract and elsewhere in the contract, with the exception of any Federal holidays or other day when the commissary is closed. In such cases, pickup must be done on the next business day. During the periods when the installation is impacted by acts of God, natural disaster, or power failure (if the commissary is functioning) the Contractor is to make every reasonable effort to pick up material from the commissaries at the frequency stated in the schedule. If services are disrupted, a normal pickup schedule should be resumed when normal operations resume for that installation.

8.1 At the time of pickup at the store, the Contractor will leave a pickup receipt showing the date of each pickup, type of commodity, and estimated weight to include weight of used rotisserie chicken/fryer oil. The service described on the ticket shall be validated by a DeCA employee, who will initial the pickup receipt and maintain a copy at the commissary.

8.2 Recognized Federal Holidays:

New Year's Day
Martin Luther King Jr.'s Birthday
President's Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

9.0 Missed or Additional Pickups: The Contractor shall be required to collect the covered material within 48 hours after a missed pickup. A missed pickup may occur if the installation is closed for inclement weather or security lock down. Additional pickups may be required at the discretion of the Commissary Officer, but the number of pickups during any given work week shall not exceed one.

10.0 Contaminated Material: If the Contractor determines that material that is picked up from one of the commissaries is contaminated, the Contractor shall immediately provide notification to the Commissary Officer that includes specific identification of the contaminating material. The Contractor is required to dispose of the contaminated material in accordance with all applicable laws, regulations, ordinances, and best practices. If there are more than three such incidents within a 30-day period, Contractor shall immediately notify the Contracting Officer. Notification shall include photographs and descriptions necessary to fully describe the type of contamination and a recommendation to prevent recurrence.

11.0 Reporting Requirements: The Contractor shall provide a “monthly pickup report” for the prior month service. This report shall be emailed to SWAT@deca.mil by the 15th of each month. The monthly report includes:

- a) Location of service (commissary) and pickup date.
- b) Total pounds for fats and bones along with the number of barrels picked up.
- c) Total gallons or pounds of used rotisserie chicken/fryer oil.
- d) The amount of material that was not diverted (unable to be recycled or reused) and was sent to the landfill.
- e) Any material picked up that was considered to be contaminated and why.

12.0 Period of Performance: The period of performance shall be for one base year of 12 months and four 12-month option years.

13.0 Enterprise-wide Contractor Manpower Reporting (ECMRA):

The Contractor shall report ALL Contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Defense Commissary Agency (DeCA) via a secure data collection site. The Contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>.

13.1 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 any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk at: <http://www.ecmra.mil/>.