

2. CONTRACT NO. HQC00522P0012P00001
 3. AWARD/EFFECTIVE DATE 14-Apr-2022
 4. ORDER NUMBER
 5. SOLICITATION NUMBER HQC00522Q0005
 6. SOLICITATION ISSUE DATE 25-Feb-2022

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 02:00 PM 24 Mar 2022

9. ISSUED BY DEFENSE COMMISSARY AGENCY ENTERPRISE ACQUISITION DIVISION 1300 E AVENUE FORT LEE VA 23801-1800
 CODE HQC005
 10. THIS ACQUISITION IS SMALL BUSINESS UNRESTRICTED OR SET ASIDE: 100% FOR:
 HUBZONE SMALL BUSINESS EDWOSB
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)
 WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
 NAICS: 492210
 SIZE STANDARD: \$30,000,000

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
 12. DISCOUNT TERMS
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATING
 14. METHOD OF SOLICITATION RFQ IFB RFP

15. DELIVER TO CODE
SEE SCHEDULE
 16. ADMINISTERED BY CODE
SEE ITEM 9

17a. CONTRACTOR/OFFEROR CODE 8T4W5 FACILITY CODE
 VALUE UNLIMITED, INC. CHOWCALLL TODD WALDEMAR 3248 MARTIN JOHNSON RD CHESAPEAKE VA 23323-1204 TELEPHONE NO. 757-439-3212
 18a. PAYMENT WILL BE MADE BY CODE HQ0866
 DEFENSE FINANCE ACCOUNTING SERVICE-DFAS DFAS COLUMBUS PO BOX 182314 COLUMBUS OH 43218-2317


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 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)
\$177,084.54 EST

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

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.
 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)


30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)
 30c. DATE SIGNED
 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
 JASON M. REEDY / CONTRACT SPECIALIST
 TEL: 804-734-8000 EXT 49815
 EMAIL: jason.reedy@deca.mil
 31c. DATE SIGNED
 13-Apr-2022

**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	CLICK2GO Delivery - Fort Belvoir	79,288.96	Each	\$1.00	\$79,288.96 EST

FFP
 In Accordance with the Statement of Work (SOW), The contractor shall provide covered services at the rates and under the conditions specified, namely for a 20-mile "driven" radius from the selected locations identified.

Fort Belvoir Commissary - HQCNFF
 Address: 6020 Gorgas Road Fort Belvoir, VA 22060-6209
 Commissary POC - William Roger, Store Director, 703-806-6672, Mobile 804-712-8542

CLICK2GO Operational Days and 5.5 Hours Delivery Lead Time
 Monday 11:00 a.m. – 6:00 p.m.
 Tuesday 11:00 a.m. – 6:00 p.m.
 Wednesday 11:00 a.m. – 6:00 p.m.
 Thursday 11:00 a.m. – 6:00 p.m.
 Friday 11:00 a.m. – 3:00 p.m.

PRICING: Delivery Service Charge: \$3.97 (Pricing is fixed for this contract.)
 Gratuities: (Variable, based upon individual delivery)

PERIOD OF PERFORMANCE: Period of Performance shall begin 4/17/2022 for a total of 135 days to include 45 days (4/17/2022 to 5/31/2022) of integration and testing by the Contractor and DeCA's Enterprise Business Solutions contractor (eCommerce platform provider) followed by 90 days (6/1/2022 -8/30/2022) of delivery services.

DeCA POC: Contract Specialist - Daniel Lindsey; daniel.lindsey@deca.mil, 804-734-8000 ext 48774; Contracting Officer - Jason Reedy, Jason.reedy@deca.mil, 804-734-8000 ext 49815; Contracting Officer Representative – Britani Martinez, britani.martinez@deca.mil, 804-734-8000 ext 48573

ChowCall POC:
 Todd Waldemar, CEO, 757-439-3212, todd@chowcall.us
 Vincent Negron, Chief of Staff, 757-652-4650, Vince@chowcall.us

PAYMENT: After the end of each delivery service month, please submit the required electronic invoice and all required documentation for monthly totals to daniel.lindsey@deca.mil, Mizelle.Cook@deca.mil and Tammy.Billups@deca.mil for reconciliation of transaction processing. Once reconciliation has been completed and you are notified, please submit invoice through WAWF system for payment processing.

FOB: Destination
 PURCHASE REQUEST NUMBER: HQCAAA230313
 R602

NET AMT \$79,288.96 (EST.)

ACRN AA \$79,288.96
 CIN: HQCAAA2303130001

HQC00522P0012

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	CLICK2GO Delivery - Scott AFB	32,686.24	Each	\$1.00	\$32,686.24 EST

FFP

In Accordance with the Statement of Work (SOW), The contractor shall provide covered services at the rates and under the conditions specified, namely for a 20-mile “driven” radius from the selected locations identified.

Scott AFB Commissary - HQCCA V

Address: 203 West Winters St Scott AFB, IL 62225-5362

Commissary POC – Marilyn Pargo, Store Director, 618-212-3898 ext 3320, Mobile 804-930-7981

CLICK2GO Operational Days and 6.5 Hours Delivery Lead Time

Monday 11:00 a.m. – 6:00 p.m.

Tuesday 11:00 a.m. – 6:00 p.m.

Wednesday 11:00 a.m. – 6:00 p.m.

Friday 11:00 a.m. – 6:00 p.m.

PRICING: Delivery Service Charge: \$3.97 (Pricing is fixed for this contract.)

Gratuities: (Variable, based upon individual delivery).

PERIOD OF PERFORMANCE: Period of Performance shall begin 4/17/2022 for a total of 135 days to include 45 days (4/17/2022 to 5/31/2022) of integration and testing by the Contractor and DeCA's Enterprise Business Solutions contractor (eCommerce platform provider) followed by 90 days (6/1/2022 -8/30/2022) of delivery services.

DeCA POC: Contract Specialist - Daniel Lindsey; daniel.lindsey@deca.mil, 804-734-8000 ext 48774; Contracting Officer - Jason Reedy, Jason.reedy@deca.mil, 804-734-8000 ext 49815; Contracting Officer Representative – Britani Martinez, britani.martinez@deca.mil, 804-734-8000 ext 48573

ChowCall POC:

Todd Waldemar, CEO, 757-439-3212, todd@chowcall.us

Vincent Negron, Chief of Staff, 757-652-4650, Vince@chowcall.us

PAYMENT: After the end of each delivery service month, please submit the required electronic invoice and all required documentation for monthly totals to daniel.lindsey@deca.mil, Mizelle.Cook@deca.mil and Tammy.Billups@deca.mil for reconciliation of transaction processing. Once reconciliation has been completed and you are notified, please submit invoice through WAWF system for payment processing.

FOB: Destination

PURCHASE REQUEST NUMBER: HQCAAA230313

R602

NET AMT

\$32,686.24 (EST.)

ACRN AA

\$32,686.24

CIN: HQCAAA2303130003

HQC00522P0012

P00001

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	CLICK2GO Delivery - Fort Bragg South	31,282.89	Each	\$1.00	\$31,282.89 EST

FFP
 In Accordance with the Statement of Work (SOW), The contractor shall provide covered services at the rates and under the conditions specified, namely for a 20-mile “driven” radius from the selected locations identified.

Fort Bragg South Commissary - HQCCBT
 Address: 1017 Canopy Lane Fort Bragg, NC 28310
 Commissary POC – Andrea Kirby, Store Director, 910-853-7333 ext 3002, Mobile 804-895-8169

CLICK2GO Operational Days and 4.0 Hours Delivery Lead Time
 Monday 09:00 a.m. – 7:00 p.m.
 Tuesday 09:00 a.m. – 7:00 p.m.
 Wednesday 09:00 a.m. – 7:00 p.m.
 Thursday 09:00 a.m. – 7:00 p.m.
 Friday 09:00 a.m. – 7:00 p.m.

PRICING:
 Delivery Service Charge: \$3.97 (Pricing is fixed for this contract.)
 Gratuities: (Variable, based upon individual delivery)

PERIOD OF PERFORMANCE: Period of Performance shall begin 4/17/2022 for a total of 135 days to include 45 days (4/17/2022 to 5/31/2022) of integration and testing by the Contractor and DeCA’s Enterprise Business Solutions contractor (eCommerce platform provider) followed by 90 days (6/1/2022 -8/30/2022) of delivery services.

DeCA POC: Contract Specialist - Daniel Lindsey; daniel.lindsey@deca.mil, 804-734-8000 ext 48774; Contracting Officer - Jason Reedy, Jason.reedy@deca.mil, 804-734-8000 ext 49815; Contracting Officer Representative – Britani Martinez, britani.martinez@deca.mil, 804-734-8000 ext 48573

ChowCall POC:
 Todd Waldemar, CEO, 757-439-3212, todd@chowcall.us
 Vincent Negron, Chief of Staff, 757-652-4650, Vince@chowcall.us

PAYMENT: After the end of each delivery service month, please submit the required electronic invoice and all required documentation for monthly totals to daniel.lindsey@deca.mil, Mizelle.Cook@deca.mil and Tammy.Billups@deca.mil for reconciliation of transaction processing. Once reconciliation has been completed and you are notified, please submit invoice through WAWF system for payment processing.

FOB: Destination
 PURCHASE REQUEST NUMBER: HQCAAA230313
 R602

NET AMT \$31,282.89 (EST.)

ACRN AA
CIN: HQCAAA2303130004

\$31,282.89

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	CLICK2GO Delivery - MacDill AFB	17,658.75	Each	\$1.00	\$17,658.75 EST

FFP

In Accordance with the Statement of Work (SOW), The contractor shall provide covered services at the rates and under the conditions specified, namely for a 20-mile “driven” radius from the selected locations identified.

Mac Dill AFB Commissary - HQCSJN

Address: 2908 N. Boundary Blvd MacDill AFB, FL 33621-5009

Commissary POC – Cynthia Six, Store Director, 813-828-8916, Mobile 804-712-6695

CLICK2GO Operational Days and 5.5 Hours Delivery Lead Time

Monday 11:00 a.m. – 6:00 p.m.

Tuesday 11:00 a.m. – 6:00 p.m.

Wednesday 11:00 a.m. – 6:00 p.m.

Thursday 11:00 a.m. – 6:00 p.m.

Friday 11:00 a.m. – 6:00 p.m.

PRICING: Delivery Service Charge: \$3.97 (Pricing is fixed for this contract.)

Gratuities: (Variable, based upon individual delivery)

PERIOD OF PERFORMANCE: Period of Performance shall begin 4/17/2022 for a total of 135 days to include 45 days (4/17/2022 to 5/31/2022) of integration and testing by the Contractor and DeCA's Enterprise Business Solutions contractor (eCommerce platform provider) followed by 90 days (6/1/2022 -8/30/2022) of delivery services.

DeCA POC: Contract Specialist - Daniel Lindsey; daniel.lindsey@deca.mil, 804-734-8000 ext 48774 Contracting Officer - Jason Reedy, Jason.reedy@deca.mil, 804-734-8000 ext 49815; Contracting Officer Representative – Britani Martinez, britani.martinez@deca.mil, 804-734-8000 ext 48573

ChowCall POC:

Todd Waldemar, CEO, 757-439-3212, todd@chowcall.us

Vincent Negron, Chief of Staff, 757-652-4650, Vince@chowcall.us

PAYMENT: After the end of each delivery service month, please submit the required electronic invoice and all required documentation for monthly totals to daniel.lindsey@deca.mil, Mizelle.Cook@deca.mil and Tammy.Billups@deca.mil for reconciliation of transaction processing. Once reconciliation has been completed and you are notified, please submit invoice through WAWF system for payment processing.

FOB: Destination

PURCHASE REQUEST NUMBER: HQCAAA230313

R602

NET AMT

\$17,658.75 (EST.)

ACRN AA

\$17,658.75

CIN: HQCAAA2303130006

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	CLICK2GO Delivery - Norfolk NAVSTA	16,167.70	Each	\$1.00	\$16,167.70 EST

FFP

In Accordance with the Statement of Work (SOW), The contractor shall provide covered services at the rates and under the conditions specified, namely for a 20-mile “driven” radius from the selected locations identified.

Norfolk NAVSTA Commissary - HQCCBH

Address: 1588 Mall Drive, Norfolk, VA 23511-3899

Commissary POC – Xavier Miller, Store Director, 757-423-6070 ext3001, Mobile 804-712-8599

CLICK2GO Operational Days and 5.5 Hours Delivery Lead Time

Monday 11:00 a.m. – 6:00 p.m.

Tuesday 11:00 a.m. – 6:00 p.m.

Wednesday 11:00 a.m. – 6:00 p.m.

Thursday 11:00 a.m. – 5:00 p.m.

Friday 11:00 a.m. – 3:00 p.m.

PRICING: Delivery Service Charge: \$3.97 (Pricing is fixed for this contract.)

Gratuities: (Variable, based upon individual delivery).

PERIOD OF PERFORMANCE: Period of Performance shall begin 4/17/2022 for a total of 135 days to include 45 days (4/17/2022 to 5/31/2022) of integration and testing by the Contractor and DeCA's Enterprise Business Solutions contractor (eCommerce platform provider) followed by 90 days (6/1/2022 -8/30/2022) of delivery services.

DeCA POC: Contract Specialist - Daniel Lindsey; daniel.lindsey@deca.mil, 804-734-8000 ext 48774; Contracting Officer - Jason Reedy, Jason.reedy@deca.mil, 804-734-8000 ext 49815; Contracting Officer Representative – Britani Martinez, britani.martinez@deca.mil, 804-734-8000 ext 48573

ChowCall POC:

Todd Waldemar, CEO, 757-439-3212, todd@chowcall.us

Vincent Negron, Chief of Staff, 757-652-4650, Vince@chowcall.us

PAYMENT: After the end of each delivery service month, please submit the required electronic invoice and all required documentation for monthly totals to daniel.lindsey@deca.mil, Mizelle.Cook@deca.mil and Tammy.Billups@deca.mil for reconciliation of transaction processing. Once reconciliation has been completed and you are notified, please submit invoice through WAWF system for payment processing.

FOB: Destination

PURCHASE REQUEST NUMBER: HQCAAA230313

R602

NET AMT

\$16,167.70 (EST.)

ACRN AA

\$16,167.70

CIN: HQCAAA2303130005

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 17-APR-2022 TO 30-AUG-2022	N/A	FORT BELVOIR COMMISSARY STORE DIRECTOR SUITE 1010 6020 GORGAS ROAD FORT BELVOIR VA 22060-6209 703-806-6674 FOB: Destination	HQCNFF
0003	POP 17-APR-2022 TO 30-AUG-2022	N/A	SCOTT COMMISSARY STORE DIRECTOR 203 W WINTERS STREET SCOTT AFB IL 62225-5362 (618) 256-5711 FOB: Destination	HQCCA V
0004	POP 17-APR-2022 TO 30-AUG-2022	N/A	FORT BRAGG SOUTH COMMISSARY STORE DIRECTOR WILLIAM HEFNER SHOPPING COMPLEX 1017 CANOPY LANE FORT BRAGG NC 28310 (910-436-2487 FOB: Destination	HQCCBT
0006	POP 17-APR-2022 TO 30-AUG-2022	N/A	MACDILL AIR FORCE BASE COMMISSARY COMMISSARY OFFICER 2908 NORTH BOUNDARY BOULEVARD MACDILL AFB FL 33621-5018 813-828-3361 FOB: Destination	HQCSJN
0007	POP 17-APR-2022 TO 30-AUG-2022	N/A	NORFOLK NAVAL STATION COMMISSARY STORE DIRECTOR 1588 MALL DRIVE NORFOLK VA 23511-3899 (757) 423-3188 FOB: Destination	HQCCBH

ACCOUNTING AND APPROPRIATION DATA

AA: 012191 097 4930 004 N D 4J00 22_MP_CENT_MGD_HQ 22_MP_CENT MGD_HQ MP 253
 AMOUNT: \$177,084.54

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001	HQCAA2303130001	\$79,288.96
	0003	HQCAA2303130003	\$32,686.24
	0004	HQCAA2303130004	\$31,282.89
	0006	HQCAA2303130006	\$17,658.75
	0007	HQCAA2303130005	\$16,167.70

CLAUSES INCORPORATED BY REFERENCE

52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
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	DEC 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	DEC 2021
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2021
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2021
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-44	Fair Labor Standards And Service Contract Labor Standards- Price Adjustment	MAY 2014
52.222-50	Combating Trafficking in Persons	DEC 2021
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
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
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.228-5	Insurance - Work On A Government Installation	JAN 1997

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 2021
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
52.239-1	Privacy or Security Safeguards	AUG 1996
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
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors	MAY 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
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
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7015	Technical Data--Commercial Items	FEB 2014
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
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.239-7010	Cloud Computing Services	OCT 2016
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

(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 websites) 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 products or commercial services, 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.

52.212-4 Addendum CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2012)

The following paragraphs are altered or added:

(c) Changes. (Add the following text) The government may issue unilateral written modifications that do not affect the substantive rights of the parties. Examples of administrative modifications are corrections in the payment office address or changes to the accounting and appropriation data.

(End of clause addendum)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2018-00021) (NOV 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 products or commercial services. 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 (NOV 2021) (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 (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (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 (NOV 2021) (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 (NOV 2021) (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 (NOV 2021) (46 U.S.C. 55305 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 products and commercial services 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)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (DEVIATION 2020-O0008) (OCT 2020)

(a) Definition. Small business concern, as used in this clause--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(2) Affiliates, as used in paragraph (a)(1) of this clause, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) Applicability. This clause applies only to—

(1) Contracts that have been totally set aside for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(d) Agreement.

(1) For a contract or an order at or below the simplified acquisition threshold, a small business concern may provide the end item of any firm. For a contract or an order exceeding the simplified acquisition threshold, a small business concern that provides an end item it did not manufacture, process, or produce, shall—

(i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its outlying areas;

(ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and

(iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice; for example, providing storage, transportation, or delivery.

(2) For contracts or orders for multiple end items, at least 50 percent of the total value of the contract or order shall be manufactured, processed, or produced in the United States or its outlying areas by small business concerns.

(3) Paragraphs (d)(1) through (2) of this clause do not apply to construction or service contracts.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees if the acquisition--

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and

Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [] is, [] is not a small business concern under NAICS Code assigned to contract number .

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor represents that--

(i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.

[The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.] The Contractor represents that--

(i) It [] is, [] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

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

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

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage-Fringe Benefits
31043	Courier Driver

A complete copy can be obtained at: Access <http://sam.gov> for store location, then use the job title Survey Worker to determine the wage rate.

Access <https://wageandsalary.dcpas.osd.mil/BWN/AFWageSchedules/> for store location, then compare the wage rate to the WG scale.

(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)

52.252-2 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):

COMBO (RECEIVING REPORT / INVOICE)

(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	HQC005
Admin DoDAAC**	HQC005
Inspect By DoDAAC	N/A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	SEE SOW ATTACHMENT B- LOCATIONS
Service Acceptor (DoDAAC)	SEE SOW ATTACHMENT B- LOCATIONS
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

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

(End of clause)

252.239-7018 SUPPLY CHAIN RISK (FEB 2019)

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

Information technology (see 40 U.S.C 11101(6)) means, in lieu of the definition at FAR 2.1, any equipment, or interconnected system(s) or subsystem(s) of equipment, that is used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency.

(1) For purposes of this definition, equipment is used by an agency if the equipment is used by the agency directly or is used by a contractor under a contract with the agency that requires—

(i) Its use; or

(ii) To a significant extent, its use in the performance of a service or the furnishing of a product.

(2) The term "information technology" includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources.

(3) The term "information technology" does not include any equipment acquired by a contractor incidental to a contract.

Supply chain risk means the risk that an adversary may sabotage, maliciously introduce unwanted function, or otherwise subvert the design, integrity, manufacturing, production, distribution, installation, operation, or

maintenance of a covered system so as to surveil, deny, disrupt, or otherwise degrade the function, use, or operation of such system (see 10 U.S.C. 2339a).

(b) The Contractor shall mitigate supply chain risk in the provision of supplies and services to the Government.

(c) In order to manage supply chain risk, the Government may use the authorities provided by 10 U.S.C. 2339a. In exercising these authorities, the Government may consider information, public and non-public, including all-source intelligence, relating to a Contractor's supply chain.

(d) If the Government exercises the authority provided in 10 U.S.C. 2339a to limit disclosure of information, no action undertaken by the Government under such authority shall be subject to review in a bid protest before the Government Accountability Office or in any Federal court.

(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).

CONSOLIDATED DETERMINATIONS
CONSOLIDATED WAGE DETERMINATIONS

NOTE: Wage Determination information pertains to FAR Clause 52.222-41, Entitled Service Contract Act of 1965, As amended.

Complete wage determination in hard copy may be obtained at <http://www.sam.gov>

NOTE: If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022: With certain exceptions Executive Order 14026 applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in 2022.

Employee Class Monetary Wage-Fringe Benefits
31043 Courier Driver

NAME OF COMMISSARY (LOCATION WHERE PERFORMANCE WILL TAKE PLACE)	STATE	COUNTY	ADDRESS	Wage Determination Number	WD Revision Number	WD Date	Wage
Fort Belvoir	VA	Fairfax	6020 Gorgas Road Fort Belvoir, VA 22060-6209	2015-4281	22	03/15/2022	\$18.86
Scott AFB	IL	Saint Clair	203 West Winters St, Scott AFB, IL 62225-5362	2015-5075	21	03/15/2022	\$17.93
Fort Bragg South	NC	Cumberland	1017 Canopy Lane Fort Bragg, NC 28310	2015-4377	18	03/15/2022	\$14.72***
MacDill AFB	FL	Hillsborough	2908 N. Boundary Blvd. MacDill AFB, FL 33621-5009	2015-4571	17	03/15/2022	\$14.66***
Norfolk NAVSTA	VA	Norfolk	1588 Mall Drive Norfolk, VA 23511-3899	2015-4341	20	03/15/2022	\$14.66***

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00 per hour) or 13658 (\$11.25 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

52.222-55

52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026. (JAN 2022)

(a) Definitions . As used in this clause—

United States means the 50 states, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, et seq.).

Worker –

(1) (i) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 14026, and—

(A) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(B) Other than individuals employed in a bona fide executive , administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(ii) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(iii) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2) (i) A worker performs on a contract if the worker directly performs the specific services called for by the contract ; and

(ii) A worker performs in connection with a contract if the worker 's work activities are necessary to the performance of a contract but are not the specific services called for by the contract .

(b) Executive Order Minimum wage rate. (1) The Contractor shall pay to workers, while performing in the United States , and performing on, or in connection with, this contract , a minimum hourly wage rate of \$15.00 per hour beginning January 30, 2022.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2023, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on <https://www.sam.gov> (or any successor website), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract .

(3) (i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance , but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

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

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker , all wages due free and clear without subsequent rebate or kickback . The Contractor may make deductions that reduce a worker 's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 23.230, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance or any applicable contract establishing a minimum wage higher than the E.O. 14026 minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 23.240(b) and 23.280 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c) (1) This clause applies to workers as defined in paragraph (a). As provided in that definition –

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker ;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to–

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the contract , but who are not directly engaged in performing the specific work called for by the contract , and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to–

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a) ;

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b) ; and

(C) Those employed in a bona fide executive , administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination

under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/agencies/whd/government-contracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) Payroll Records. (1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker :

- (i) Name, address, and social security number;
- (ii) The worker 's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid;
- (iv) The number of daily and weekly hours worked by each worker ;
- (v) Any deductions made ; and
- (vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer .

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 23.260 and this contract . Upon direction of the Administrator or upon the Contracting Officer 's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor 's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) Withholding. The Contracting Officer , upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor , sufficient to pay workers the full amount of wages required by this clause.

(h) Disputes. Department of Labor has set forth in 29 CFR 23.510, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor 's compliance with Department of Labor regulations at 29 CFR part 23. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract . These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency , the Department of Labor, or the workers or their representatives.

(i) Antiretaliation. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States .

(End of clause)

STATEMENT OF WORK

eCommerce Delivery Service Statement of Work (SOW)

1. Background

This is a non-personal services contract to provide eCommerce delivery Services at selected Defense Commissary Agency (“DeCA”, or the “Government”) locations, as described more fully herein. The Government plans to pilot delivery services with one or more Delivery Service Provider (“Contractor”) at selected locations.

DeCA uses an Enterprise Business Solution (EBS) to support all of DeCA’s business operations (retail, back office, and support). DeCA is currently under contract with NCR to provide this EBS system which incorporates an application for DeCA’s online shopping portal (operated as “Commissary CLICK2GO®” and referenced herein as “DeCA’s eCommerce platform”), currently available at 235 Commissaries worldwide. Eligible patrons purchase groceries online and currently use a curbside pick-up method at their local commissaries. This DeCA ecommerce application has the capability to support eCommerce Delivery Services to provide additional access to the benefit to eligible patrons.

This requirement includes delivery services for up to eight locations, for a 90 day period of performance. Ultimately, DeCA is contemplating delivery at all DeCA locations. The requirements performed under this RFQ will be one of the tools to assist DeCA in assessing best practices in patron delivery.

2. Description of Services

The Delivery Service Contractor, or Contractor, shall provide all personnel, equipment, supplies, transportation, tools, materials, supervision, and other items necessary to perform eCommerce-based delivery services to commissary patrons as defined in this Statement of Work, except for those items expressly identified as being provided by the government (picking, bagging, and staging groceries/goods, in preparation for pick-up by the Contractor).

Contractor shall provide covered services at the rates and under the conditions specified herein, namely for a 20-mile “driven” radius from the selected locations identified in Appendix B.

3. Government Responsibilities

- a) The Government will pick, bag, and stage the items for pickup by Contractor.

- b) The Government will provide necessary information pertaining to the patron's order/transaction to the service Contractor in a timely manner. This information will include patron name, delivery address, phone number, email, pick-up/delivery date & time window, order number, transaction total, delivery fees, gratuity, and number of bags.
- c) The Government will be the initial point of contact for patrons in regards to issues related to damaged or unusable products; provided, however, the Contractor agrees to reimburse the Government for products rendered damaged or unusable through the Contractor's actions or inaction.
- d) The Government will be responsible for the collection of funds from the patron (payments for groceries, DeCA surcharge, delivery fees, and any applicable delivery driver gratuities).
- e) The Government will provide payment of all collected delivery fees and any applicable delivery driver gratuities upon successful monthly invoice reconciliation between the Contractor's invoice and DeCA's ecommerce application report.
- f) The Government will provide any collected delivery performance feedback to the Contractor, monthly.

4. Contractor Responsibilities

- a) Within 5 days of entering into a contract with the Government, the Contractor shall provide a detailed project schedule (to include key milestones) for achieving the fully functioning interface with DeCA's eCommerce application (45 days from contract award, as described in Section 5, below). The Contractor shall demonstrate the capability to interact with DeCA's eCommerce platform to support the end to end (E2E) functionality at the Contractor's sole cost, to include integration with DeCA's eCommerce software platform. Required system interactions include but are not limited to: accepting notifications of patron information necessary for delivery, and sending contemporaneous notifications acknowledging DeCA's eCommerce platform order and delivery status. If, at any time, the Contracting Officer receives notice or has reason to believe that the Contractor will not achieve the required capability within the stated period, the Government reserves the right to immediately terminate the contract without any further obligation or payments to the Contractor, notwithstanding any other provisions, explicit or implicit, to the contrary. In such case of termination, the Contractor shall reimburse the Government for any expenses incurred or payments made prior to the termination. The Contractor will identify and manage the actual delivery driver / entity to pick-up and deliver the patron's order.
- b) Contractor shall have a minimum system availability of 98% for the delivery Application Programming Interface (API) and other related systems.
- c) Contractor shall meet all Integration and end-to-end testing with E-Commerce Platform per Section 9 of this Statement of Work.
- d) Contractor's drivers shall be available during all DeCA's eCommerce platform delivery operating hours for each individual commissary location. Minimum delivery lead times by location (time the order is placed to when the delivery is completed) are specified on the pricing sheet.
- e) Contractor shall complete delivery within the specified two-hour delivery window that the customer selects on the eCommerce application.
- f) Contractor shall notify the patron (*call, text, or email, in accordance with customer preference*) of their delivery upon arrival to the specified delivery address.
- g) Contractor shall provide professional, prompt, and consistent service.

- h) Contractor shall provide licensed, insured delivery drivers who maintain the ability to access military installations throughout the period of performance of the contract.
- i) Contractor is solely responsible for ensuring that delivery drivers are able to access the U.S. military installations based on individual installation security requirements. Contractor is solely responsible for contacting each installation to determine specific entry access requirements and maintaining compliance with those requirements and any updates to same.
- j) Contractor shall be responsible for any damages caused by its personnel or sub-contractors, including delivery drivers. Contractor shall indemnify and hold the Government, its agents, employees, and officials, harmless for any claims, demands, damages, expenses, losses, fines, penalties, or liabilities arising from the Contractor's performance under or related to this contract.
- k) Contractor shall maintain grocery item temperatures in Accordance With (IAW) industry (USDA) standards for delivery, and all other laws, regulations, and ordinances applicable to food safety.
- l) Contractor shall contact the Commissary through which the order was placed if a significant delay in delivery will occur. Said delay is "significant" where pick up and/or delivery will occur outside the two-hour delivery window as agreed between the customer and contractor when order is placed.

5. Effective Dates

This contract shall be effective for a total of 135 days to include 45 days of integration and testing by the Contractor and DeCA's Enterprise Business Solutions contractor (eCommerce platform provider) followed by 90 days of delivery services.

6. Key Government Personnel

Contract Specialist - Daniel Lindsey; daniel.lindsey@deca.mil, 804-734-8000 ext 48774

Contracting Officer - Jason Reedy, Jason.reedy@deca.mil, 804-734-8000 ext 49815

DeCA eCommerce Delivery Service Technical Advisor – Howard Knight,
Howard.knight@deca.mil, 804-734-8000 ext 48004

7. Data Privacy and Security

Documents, materials, and information shall be shared by the Contractor with its employees or sub-contractors on a need-to-know basis in order to perform the delivery services described herein, and may not be used by the Contractor except in the performance of obligations under this contract and in compliance with all applicable federal laws, regulations, and Department of Defense policies. All materials supplied to the Government hereunder shall be the sole property of the Government. This right does not abrogate any other Government rights.

Contractor shall employ security measures in accordance with NIST 800-95, Guide to Secure Web Services, and NIST Special Publication 1800-16, Securing Web Transactions, and ensure each API utilizes an approved PKI certificate management system. Audit, transaction and security event logs shall be secured, either by transmitting the log data via an encrypted API, socket, or network connection, or by encrypting the log data before transferring them via an unencrypted or encrypted

channel. Contractor shall employ, at a minimum, all requirements related to encryption of data at rest or in transit as codified within NIST 800-171 Special Publication Revision 2, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations

8. Description of Payment Flow Process

1. The customer's credit card will be pre-authorized for the transaction total including delivery fee and any applicable gratuities.
2. After pre-authorization the store will initiate the customer order picking process, based on the selected delivery window.
3. No later than the third business day after the month end, the delivery service Contractor will provide DeCA Resource Management a summarized electronic invoice to include a detailed report that can be exported into Excel.
 - a. The summary invoice will include the total amount due for the prior month and a remittance address for the payment.
 - b. The detailed report will itemize the delivery fees and any applicable delivery gratuities collected for the by day, by store, by order number with each transaction including the details for the overall total, delivery fee and any applicable delivery gratuities.
4. DeCA's ecommerce platform application will also provide a monthly summary and detailed report, in a .XLS or .CSV file format, to enable reconciliation with the Contractor monthly invoices.
5. Resource Management will reconcile the monthly reports received by comparing the amounts for the delivery fees and any applicable gratuities to ensure the values are the same between DeCA's ecommerce platform and the Contractor.
 - a. If there is a discrepancy between the Contractor's invoice amount and DeCA's ecommerce platform report, it will be resolved between DeCA RM and the Contractor.
 - b. Upon completion of the reconciliation, the eCommerce Delivery Service Contractor will submit the invoice through Wide Area Workflow (WAWF).

9. Integration with DeCA's E-Commerce Platform

Upon completion of end-to-end testing of the quoter's application programming interface (API) with DeCA's eCommerce application, Contractor shall provide results of test orders (to DeCA POCs) that show proof of completed successful integration.

Successful integration is defined as:

1. The API integration between the DeCA's ecommerce platform and Contractor must be less than five (5) minutes.
2. The Contractor's mobile application must display the time of receipt of order from DeCA's ecommerce platform within fifteen (15) minutes.

The above must occur within 45 days of award and show positive proof of successful integration prior to deploying delivery capabilities to patrons."

Statement of Work Appendices

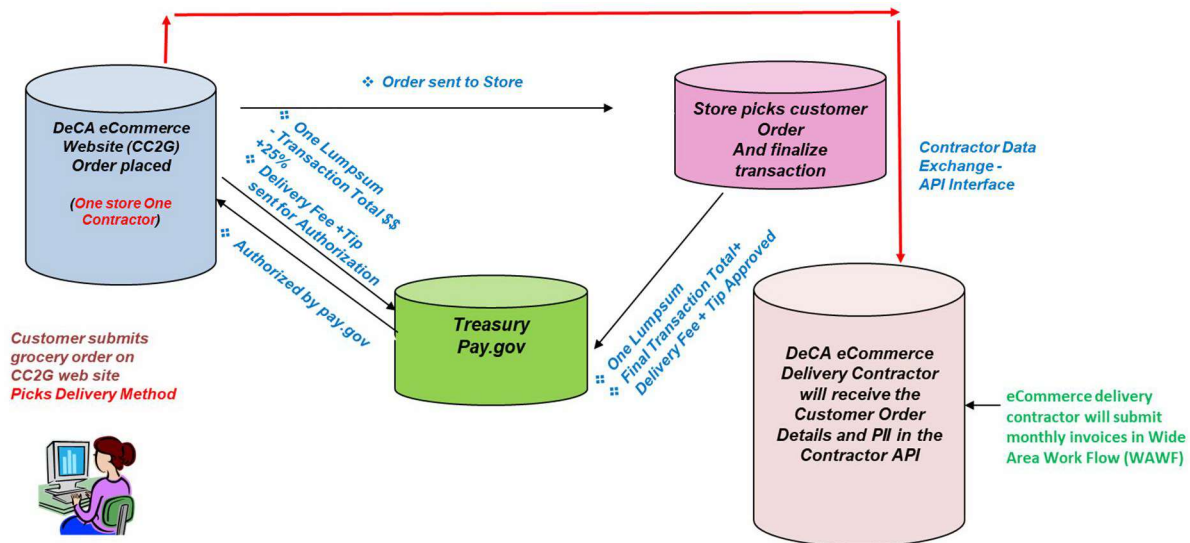
APPENDIX A – eCommerce Delivery Operational Flow

APPENDIX B – Locations

APPENDIX C – Invoice Sample

APPENDIX A – eCommerce Delivery Operational Flow

The chart below is a detail of the description of Payment Flow Process.



1. Patron creates an order in the Shop.Commissaries website and proceeds to begin the checkout process.
2. Patron selects the “Delivery” Option from the Commissary CLICK2GO website.
3. The patron enters the address that they wish to have the order delivered to, and selects a two-hour delivery window with a minimum lead time of 3 hours
4. The DeCA ecommerce application determines that the patron is within the delivery area based upon the patron’s address and zip code and the available delivery window for the date and time based on the patron’s choice
5. Once delivery is confirmed to be within the delivery area and a delivery window is picked in the application, the patron will then finalize payment for their order inclusive of groceries, DeCA surcharge, delivery fees, and applicable delivery driver gratuities.
 - o The following would be sent along within the confirmation email:
 - Order number, transaction amount, delivery fee and applicable gratuity dollars
 - The delivery date and window.
6. If delivery is not possible, then the patron would be offered the opportunity to pick up in store or cancel the order.
 - o If the order is cancelled or picked up by the patron at the store, DeCA RM team will remove the delivery fees and gratuity at the time of monthly reconciliation prior to Contractor payment
7. Once the delivery order is confirmed, the Government will provide necessary data pertaining to the patron’s order/transaction to the Contractor in a timely manner through the API. This information will include patron name, delivery address, email, phone number, pick-up/delivery date and delivery window, size of order, number of bags, transaction pick amount, delivery fees and applicable gratuity.

8. A contractor notification shall be sent to the commissary alerting them that the delivery contractor is in-route to the store. The following would be sent along within the confirmation:
 - Order number
 - The delivery date and time window.
 - Patron details (Name, phone number, email and phone number)
9. The delivery driver arrives at the commissary, parks in one of the CLICK2GO parking spaces and calls the phone number on the sign. They identify themselves as the delivery driver for (gives the order number and patron's name).
10. The commissary will contact the patron during the QC (Quality Control) process of assembling their order. They will reconcile with the patron any issues that are discovered during the picking process (substitutions, out of stock, perishable issues, date issues, etc.). When this reconciliation is complete, the patron will have a full and complete understanding of what they will receive when the delivery driver arrives.
11. The order is brought out to the driver. The driver shows the commissary employee their identification (Employee ID and the patron order information), for verification purposes.
12. The driver packs the order in necessary equipment to maintain "cold chain" (chill and freeze) prior to leaving the commissary parking lot.
13. The driver then departs to the patron's delivery destination.
14. The driver arrives at the delivery destination, contacts the patron at arrival, and places groceries by the front door (or other specified outside location identified in the comments field in the ecommerce application)
15. Patron will be notified of delivery completion by delivery service contractor (call or text or email).

APPENDIX B – Locations

The following are the stores that will be serviced by contractor within a 20-mile (as driven) delivery radius:

Store Name	DoDAAC	Address 1	Address 2	City	State	Zip Code
Fort Belvoir	HQCNEF	6050 Gorgas Rd	BLDG. 2325	Fort Belvoir	VA	22060-6209
Scott AFB	HQCCAV	203 W Winters Street		Scott AFB	IL	62225
Fort Bragg South	HQCCBT	1017 Canopy Lane		Fort Bragg	NC	28310
MacDill AFB	HQCSJN	2908 N. Boundary Blvd.		MacDill AFB	FL	33621-5009
Norfolk NAVSTA	HQCCBH	1588 Mall Dr.		Norfolk	VA	23511-3899

APPENDIX C – Invoice Sample

This appendix provides a sample template for the eCommerce Delivery Contractor’s monthly summary and detailed invoice. No amounts stated within should be inferred as official pricing.

COMPANY XYZ, LLC

COMMISSARY DELIVERY INVOICE

000 Any Street
Any Town, State Zip
email@email.com
Phone: (xxx) xxx-xxxx

INVOICE #	PERIOD COVERED
xxxx-zz	mm/dd/yyyy - mm/dd/yyyy

BILL TO

Defense Commissary Agency

[Street Address]
[City, ST ZIP]
[Phone]
[Email Address]

Description	Orders Delivered	Delivery/Tip	Amount
Delivery Fees	xx	\$yy.zz	\$yy.zz
Tips	xx	\$yy.zz	\$yy.zz
			TOTAL \$ yy.zz

If you have any questions about this invoice, please contact
Accounts Receivable, xxx-xxx.xxxx

(see attached Commissary Delivery Market Breakdown for more detail)

eCommerce Delivery Detailed Invoice

Store Location	Orders Number	Delivery Fees	Tips	Amount
Store ABC	xxxx	\$xx.xx	\$x.xx	\$x.xx
	yyyy	\$xx.xx	\$x.xx	\$x.xx
Store DEF	zzzz	\$xx.xx	\$x.xx	\$x.xx
				TOTAL \$ xx.xx

ECOMMERCE INTEGRATION POC:

Ecommerce Integration Questions:

If potential quoters have any questions regarding integration with DeCA’s eCommerce Platform, they may contact the following individual:

Vernon (Howard) Knight
804-734-8000, x48004
Howard.knight@deca.mil

(end)