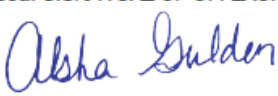



SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER HQCAA229855		PAGE 1 OF 24				
2. CONTRACT NO. HQ00522P0008		3. AWARD/EFFECTIVE DATE 01-Jul-2022		4. ORDER NUMBER		5. SOLICITATION NUMBER HQ00522Q0008		6. SOLICITATION ISSUE DATE 15-Feb-2022		
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 12:00 PM 21 Feb 2022		
9. ISSUED BY DEFENSE COMMISSARY AGENCY ENTERPRISE ACQUISITION DIVISION 1300 E AVENUE FORT LEE VA 23801-1800 TEL: FAX:		CODE HQ005		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: 611430 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$12,000,000						
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING				
15. DELIVER TO DEFENSE COMMISSARY AGENCY WORKFORCE DEVELOPEMENT DEPARTMENT 1300 E AVENUE FORT LEE VA 23801-1800		CODE HQCAA		16. ADMINISTERED BY SEE ITEM 9						
17a. CONTRACTOR/OFFEROR ENVIRONMENTAL HEALTH TESTING LLC NATIONAL REGISTRY OF FOOD SAFETY PROFESS LARRY LYNCH 6751 FORUM DR STE 220 ORLANDO FL 32821-8089 TELEPHONE NO. (800) 446-0257		CODE 3LCX0		FACILITY CODE		18a. PAYMENT WILL BE MADE BY DEFENSE FINANCE ACCOUNTING SERVICE-DFAS DFAS COLUMBUS PO BOX 182314 COLUMBUS OH 43218-2317				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM								
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY		22. UNIT	23. UNIT PRICE	24. AMOUNT
		SEE SCHEDULE								
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$17,300.00				
<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) 						
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Alisha Gulden Sr Vice President, Sales and Service		30c. DATE SIGNED 06/06/2022		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Daniel J Lindsey / Contract Specialist TEL: 804-734-8000 EMAIL: daniel.lindsey@deca.mil			31c. DATE SIGNED 06-Jun-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
<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
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

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	Food Protection Mgr Certification Exam FFP Base Year - 1JULY2022 thru 30JUNE2023 The following items are included: 450 Each of Food Protection Manager Certification Exam 1 Each of White Exam Return Envelope 1 Each of Order Instruction Pages 1 Each of Exam Administrator's Manual Class dates are to be determined by DeCA and the exam delivery location (DeCA HQ East or DeCA HQ West) will be designated at the time of the order by the DeCA Certified Test Administrator. There will be 10 classes during the year and 25 exams will be required for each session. In the event that there are not 25 students in the class, any unused exams will be returned to the vendor and the Government will not be charged for the unused exams. Within 7 days after each class the instructor is required to report to the contract specialist the quantity of the exams administered during that period. Contract Specialist; Julie Proctor at (804) 734-8000 X48496; Julie.proctor@deca.mil. The aforementioned requirement is done in an effort to: 1. Ensure that the Agency is paying invoices that reflect only the number of exams actually administered 2. Ensure that sufficient exams are available for remaining classes. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PURCHASE REQUEST NUMBER: HQCAAA229855 6910	450	Each	\$28.00	\$12,600.00
NET AMT					\$12,600.00
ACRN AA CIN: HQCAAA2298550001					\$12,600.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Pearson Vue Testing Center Vouchers FFP	100	Each	\$47.00	\$4,700.00

Pearson Vue Testing Center Vouchers
FFP

Base Year - 1JULY2022 thru 30JUNE2023

The following items are included:

Class dates are to be determined by DeCA and the exam delivery location (DeCA HQ East or DeCA HQ West) will be designated at the time of the order by the DeCA Certified Test Administrator.

The number of classes, facilitated by WebEx will be determined according to the need. In the event that there are not 25 students in the class, exams (vouchers) will be issued per student.

Within 7 days after each class the instructor is required to report to the contract specialist the quantity of the exams administered during that period. Contract Specialist; Julie Proctor at (804) 734-8000 X48496; Julie.proctor@deca.mil. The aforementioned requirement is done in an effort to:

1. Ensure that the Agency is paying invoices that reflect only the number of exams actually administered.
2. Ensure that sufficient exams are available for remaining classes.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PURCHASE REQUEST NUMBER: HQCAAA229855
6910

NET AMT \$4,700.00

ACRN AA \$4,700.00
CIN: HQCAAA2298550002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Food Protection Mgr Certification Exam FFP Option Year 1 - 1JULY2023 thru 30JUNE2024 The following items are included: 450 Each of Food Protection Manager Certification Exam 1 Each of White Exam Return Envelope 1 Each of Order Instruction Pages 1 Each of Exam Administrator's Manual Class dates are to be determined by DeCA and the exam delivery location (DeCA HQ East or DeCA HQ West) will be designated at the time of the order by the DeCA Certified Test Administrator. There will be 10 classes during the year and 25 exams will be required for each session. In the event that there are not 25 students in the class, any unused exams will be returned to the vendor and the Government will not be charged for the unused exams. Within 7 days after each class the instructor is required to report to the contract specialist the quantity of the exams administered during that period. Contract Specialist; Julie Proctor at (804) 734-8000 X48496; Julie.proctor@deca.mil. The aforementioned requirement is done in an effort to: 1. Ensure that the Agency is paying invoices that reflect only the number of exams actually administered 2. Ensure that sufficient exams are available for remaining classes NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination 6910	450	Each	\$28.00	\$12,600.00

NET AMT

\$12,600.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	Pearson Vue Testing Center Vouchers FFP Option Year 1 - 1JULY2023 thru 30JUNE2024 The following items are included: Class dates are to be determined by DeCA and the exam delivery location (DeCA HQ East or DeCA HQ West) will be designated at the time of the order by the DeCA Certified Test Administrator. The number of classes, facilitated by WebEx will be determined according to the need. In the event that there are not 25 students in the class, exams (vouchers) will be issued per student. Within 7 days after each class the instructor is required to report to the contract specialist the quantity of the exams administered during that period. Contract Specialist; Julie Proctor at (804) 734-8000 X48496; Julie.proctor@deca.mil. The aforementioned requirement is done in an effort to: NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination 6910	100	Each	\$47.00	\$4,700.00

NET AMT

\$4,700.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	Food Protection Mgr Certification Exam	450	Each	\$28.00	\$12,600.00
OPTION	FFP Option Year 2 - 1JULY2024 thru 30JUNE2025 The following items are included: 450 Each of Food Protection Manager Certification Exam 1 Each of White Exam Return Envelope 1 Each of Order Instruction Pages 1 Each of Exam Administrator's Manual Class dates are to be determined by DeCA and the exam delivery location (DeCA HQ East or DeCA HQ West) will be designated at the time of the order by the DeCA Certified Test Administrator. There will be 10 classes during the year and 25 exams will be required for each session. In the event that there are not 25 students in the class, any unused exams will be returned to the vendor and the Government will not be charged for the unused exams. Within 7 days after each class the instructor is required to report to the contract specialist the quantity of the exams administered during that period. Contract Specialist; Julie Proctor at (804) 734-8000 X48496; Julie.proctor@deca.mil. The aforementioned requirement is done in an effort to: 1. Ensure that the Agency is paying invoices that reflect only the number of exams actually administered 2. Ensure that sufficient exams are available for remaining classes. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination 6910				

NET AMT

\$12,600.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	Pearson Vue Testing Center Vouchers FFP Option Year 2 - 1JULY2024 thru 30JUNE2025 The following items are included: Class dates are to be determined by DeCA and the exam delivery location (DeCA HQ East or DeCA HQ West) will be designated at the time of the order by the DeCA Certified Test Administrator. The number of classes, facilitated by WebEx will be determined according to the need. In the event that there are not 25 students in the class, exams (vouchers) will be issued per student. Within 7 days after each class the instructor is required to report to the contract specialist the quantity of the exams administered during that period. Contract Specialist; Julie Proctor at (804) 734-8000 X48496; Julie.proctor@deca.mil. The aforementioned requirement is done in an effort to: 1. Ensure that the Agency is paying invoices that reflect only the number of exams actually administered. 2. Ensure that sufficient exams are available for remaining classes. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination 6910	100	Each	\$47.00	\$4,700.00

NET AMT

\$4,700.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		450	Each	\$28.00	\$12,600.00

OPTION

Food Protection Mgr Certification Exam
 FFP
 Option Year 3 - 1JULY2025 thru 30JUNE2026
 The following items are included:
 450 Each of Food Protection Manager Certification Exam
 1 Each of White Exam Return Envelope
 1 Each of Order Instruction Pages
 1 Each of Exam Administrator's Manual
 Class dates are to be determined by DeCA and the exam delivery location (DeCA HQ East or DeCA HQ West) will be designated at the time of the order by the DeCA Certified Test Administrator.
 There will be 10 classes during the year and 25 exams will be required for each session. In the event that there are not 25 students in the class, any unused exams will be returned to the vendor and the Government will not be charged for the unused exams.
 Within 7 days after each class the instructor is required to report to the contract specialist the quantity of the exams administered during that period. Contract Specialist; Julie Proctor at (804) 734-8000 X48496; Julie.proctor@deca.mil. The aforementioned requirement is done in an effort to:
 1. Ensure that the Agency is paying invoices that reflect only the number of exams actually administered
 2. Ensure that sufficient exams are available for remaining classes.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.
 FOB: Destination
 6910

NET AMT

\$12,600.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002		100	Each	\$47.00	\$4,700.00

OPTION

Pearson Vue Testing Center Vouchers

FFP

Option Year 3 - 1JULY2025 thru 30JUNE2026

The following items are included:

Class dates are to be determined by DeCA and the exam delivery location (DeCA HQ East or DeCA HQ West) will be designated at the time of the order by the DeCA Certified Test Administrator.

The number of classes, facilitated by WebEx will be determined according to the need. In the event that there are not 25 students in the class, exams (vouchers) will be issued per student.

Within 7 days after each class the instructor is required to report to the contract specialist the quantity of the exams administered during that period. Contract Specialist; Julie Proctor at (804) 734-8000 X48496; Julie.proctor@deca.mil. The aforementioned requirement is done in an effort to:

1. Ensure that the Agency is paying invoices that reflect only the number of exams actually administered.
2. Ensure that sufficient exams are available for remaining classes.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

6910

NET AMT

\$4,700.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	Food Protection Mgr Certification Exam	450	Each	\$28.00	\$12,600.00
OPTION	<p>FFP</p> <p>Option Year 4 - 1JULY2026 thru 30JUNE2027</p> <p>The following items are included:</p> <p>450 Each of Food Protection Manager Certification Exam</p> <p>1 Each of White Exam Return Envelope</p> <p>1 Each of Order Instruction Pages</p> <p>1 Each of Exam Administrator's Manual</p> <p>Class dates are to be determined by DeCA and the exam delivery location (DeCA HQ East or DeCA HQ West) will be designated at the time of the order by the DeCA Certified Test Administrator.</p> <p>There will be 10 classes during the year and 25 exams will be required for each session. In the event that there are not 25 students in the class, any unused exams will be returned to the vendor and the Government will not be charged for the unused exams.</p> <p>Within 7 days after each class the instructor is required to report to the contract specialist the quantity of the exams administered during that period. Contract Specialist; Julie Proctor at (804) 734-8000 X48496; Julie.proctor@deca.mil. The aforementioned requirement is done in an effort to:</p> <ol style="list-style-type: none"> 1. Ensure that the Agency is paying invoices that reflect only the number of exams actually administered 2. Ensure that sufficient exams are available for remaining classes. <p>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.</p> <p>FOB: Destination</p> <p>6910</p>				

NET AMT

\$12,600.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002	Pearson Vue Testing Center Vouchers	100	Each	\$47.00	\$4,700.00
OPTION	FFP Option Year 4 - 1JULY2026 thru 30JUNE2027 The following items are included: Class dates are to be determined by DeCA and the exam delivery location (DeCA HQ East or DeCA HQ West) will be designated at the time of the order by the DeCA Certified Test Administrator. The number of classes, facilitated by WebEx will be determined according to the need. In the event that there are not 25 students in the class, exams (vouchers) will be issued per student. Within 7 days after each class the instructor is required to report to the contract specialist the quantity of the exams administered during that period. Contract Specialist; Julie Proctor at (804) 734-8000 X48496; Julie.proctor@deca.mil. The aforementioned requirement is done in an effort to: 1. Ensure that the Agency is paying invoices that reflect only the number of exams actually administered. 2. Ensure that sufficient exams are available for remaining classes. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination 6910				

NET AMT \$4,700.00

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-JUL-2022 TO 30-JUN-2023	N/A	DEFENSE COMMISSARY AGENCY WORKFORCE DEVELOPEMENT DEPARTMENT 1300 E AVENUE FORT LEE VA 23801-1800 804-734-8000 FOB: Destination	HQCAAA
0002	POP 01-JUL-2022 TO 30-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
1001	POP 01-JUL-2023 TO 30-JUN-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA

1002	POP 01-JUL-2023 TO 30-JUN-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
2001	POP 01-JUL-2024 TO 30-JUN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
2002	POP 01-JUL-2024 TO 30-JUN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
3001	POP 01-JUL-2025 TO 30-JUN-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
3002	POP 01-JUL-2025 TO 30-JUN-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
4001	POP 01-JUL-2026 TO 30-JUN-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
4002	POP 01-JUL-2026 TO 30-JUN-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA

ACCOUNTING AND APPROPRIATION DATA

AA: 012191 097 4930 004 N D 4J00 22_CCS_WCF_D 22_HEALTH & SAFETY DIVSN CCS 253
 AMOUNT: \$17,300.00

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001	HQCAAA2298550001	\$12,600.00
	0002	HQCAAA2298550002	\$4,700.00

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
52.204-10	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
52.219-28	Post-Award Small Business Program Rerepresentation	SEP 2021
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-50	Combating Trafficking in Persons	DEC 2021
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements	MAY 2014
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
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
52.232-40	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
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
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.211-7003	Item Unique Identification and Valuation	MAR 2022
252.216-7009	Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding	SEP 2013
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors--Prohibition on Fees and Consideration	APR 2020
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2018-00021) (JAN 2022)

(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 (JAN 2022).

(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 the expiration of the contract performance period.

(End of clause)

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

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

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

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

(End of clause)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

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

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

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

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

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

Employee Class Monetary Wage-Fringe Benefits

Access <http://www.wdol.gov/sca.aspx> for each store location Use the job title Survey Worker to determine the wage rate

Access <https://www.cpms.osd.mil/Subpage/AFWageSchedules/> for each store location Compare the wage rate to the WG scale.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<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):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

N/A

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

COMBO – (INVOICE/RECEIVING REPORT)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(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	HQCAAA
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	HQCAAA
Service Acceptor (DoDAAC)	HQCAAA
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A

DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

(g) WAWF point of contact.

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

**Julie Proctor – julie.proctor@deca.mil
804.734.8000 ext. 48496**

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

(End of clause)

IMPORTANT INFORMATION FREEDOM OF INFORMATION ACT (FOIA)

SOLICITATION AND CONTRACTS FOIA AND POSTING NOTICE

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

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

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

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

STATEMENT OF WORK

1. **TITLE:** DeCA Workforce Development Branch requirement for Food Safety Managers Certification Program
2. **BACKGROUND:** The Defense Commissary Agency (DeCA), headquartered at Fort Lee, Virginia, operates a worldwide chain of commissaries providing groceries to military personnel, retirees and their families in a safe and secure shopping environment. Authorized patrons purchase items at cost plus a five (5)-percent surcharge, which covers the costs of building new commissaries and modernizing existing ones. Shoppers save an average of more than 30 percent on their purchases compared to commercial prices – savings worth about \$3,400 annually for a family of four. A core military family support element, and a valued part of military pay and benefits, commissaries contribute to family readiness, enhance the quality of life for America's military and their families, and help recruit and retain the best and brightest men and women to serve their country.
3. **OBJECTIVES:** Food Safety training materials to be used as a part of DeCA's Food Safety Managers Certification Program. This course will certify attendees in proper sanitation procedures. Instruction includes: The Importance of Food Safety, Preventing Food Borne Illness, Personal Hygiene, Time and Temperature Control, Preventing Cross Contamination, Cleaning and Sanitizing Procedures, Maintenance and Facility Design, Pest C control, Hazard Analysis Critical Control Points, Understanding and Applying the USDA Food Code in Commercial and Retail Sales, and the Future of Food Regulations. This course focuses upon the legal and aesthetic rules and application of sanitation in the Food Service Industry. Guidelines help established the allowable legal limits involved in the safety and sanitary practices of getting quality, wholesome foodstuffs from the field to the Supermarket shelf uncompromised. A certificate of completion is awarded to each participant who successfully pass the National Registry of Food Safety Professionals Exam. Attendance is currently directed toward all managers and department heads in the commissary.

Materials are used to train the following individuals: Store Directors and Assistant Store Directors, Store Managers, Department Managers/Supervisors, and Lead Store Associates, Supervisory Store Associates, and Assistant Grocery Managers (GS/WG-04 to GS/1144 13/14). This training collaborates agency specific mandatory training completions which directly ties into the Work Force Developments - Food Safety Managers Certification program as part of the agencies training plan. The training is also required for refresher training for store management level employees every five years. This training has become a part of DeCA's Store Leadership required training for all supervisors and managers.

