

Justification and Approval

Description of Acquisition: Army Navy Game Program Advertising Services through PSP Sports Marketing for DeCA HQ Marketing Division Contract HQC005-22-P-0022.

Statutory Authority: FAR 13.106-1(b) Simplified Acquisition Procedures, Soliciting from a single source (under SAT)

Estimated Contract Amount: \$6,500.00

Performance Period: July 15, 2022 through December 31, 2022 (No Options)

Prepared By:	Daniel Lindsey Phone: (804) 734-8000 ext: 48774	Contract Specialist Date/Initials: _____
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PCO:	Kristine N. Poltrick Phone: (804) 734-8000 Ext: 86057	Contracting Officer Date/Initials: _____
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Required Review Signatures: Not required Under SAT

Division Chief: N/A

Legal Counsel: N/A

Competition Advocate:	Rhonda Jackson Signature: N/A	Phone: 804-734-8000 x48548
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MEMORANDUM FOR RECORD

SUBJECT: Sole Source Memorandum for Army Navy Game Program Advertising Services through PSP Sports Marketing

Description of Supplies/Services – Full page, 4 color- advertisement in the official Army Navy Game Program. The advertisement will be in print and in digital format advertising services in various PSP Sports Marketing Publications, to include Official Game Souvenir Program, each Academy’s Souvenir magazine, as well as social media marketing for both.

Estimated Contract Amount: \$6,500.00

Performance Period: July 15, 2022 through December 31, 2022

Contracting Office – Defense Commissary Agency, CCQE

Type of Contract Action – This is a new Firm Fixed Price, Non-Personal Services contract using appropriated funding.

Authority Cited – FAR 13.106-1(b) Soliciting from a single source (under SAT)

Reason for Authority Cited - DeCA manages commissary operations worldwide for the Department of Defense (DoD). DeCA has the authority and responsibility to educate and inform authorized new and current customers on the importance of their commissary benefit. In an effort to gain new customers who are authorized shoppers, but who may not be utilizing the commissary benefit we are reaching out to provide education on the commissary benefit. The AMERICA’S GAME: The Official Game Program, provided by PSP Sports Marketing, for the Army-Navy Game advertisement magazine is very specific to the military services game and is the sole provider for the official program of the Army-Navy Game.

Pursuant to FAR 13.106-1(b), For purchases not exceeding the simplified acquisition threshold, Contracting Officers may solicit from one source if the contracting officer determines that the circumstances of the contract action deem only one source reasonably available (e.g., urgency, exclusive licensing agreements, brand-name or industrial mobilization).

Efforts to Obtain Competition - The Defense Commissary’s Marketing research has determined that there are no official advertisers for this specific that offer the Official Game Program. PSP Sports Marketing provides the only Official Game Program. The Program will specifically target the veteran market such as the Army Navy Game. The advertisement in the program will provide the opportunity to educate and inform authorized customers on the Defense Commissary Agency, its mission and goals. No special efforts were completed in increase competition.

Fair and Reasonable Cost Determination - The proposed price is considered Fair and Reasonable based on a comparison with current pricing lists published by other Media for other similar events (FAR 13.106-3(a)(2)(iii)). In its proposal, PSP Sports Marketing has offered DeCA a 70% discount on the Full page, 4 color- advertisement.

Market Research and Interested Sources - Market research was performed researching online and social media. There are no other official advertisers for this specific event that offer the Official Game Program.

APPROVED:

Signature: _____

Kristine N. Poltrick

Contracting Officer, Team Lead CCQE

2. CONTRACT NO. HQ00522P0022	3. AWARD/EFFECTIVE DATE 07-Jul-2022	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
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9. ISSUED BY DEFENSE COMMISSARY AGENCY ENTERPRISE ACQUISITION DIVISION 1300 E AVENUE FORT LEE VA 23801-1800 TEL: FAX:	CODE HQC005	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 511199 SIZE STANDARD: 500
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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15. DELIVER TO DEFENSE COMMISSARY AGENCY MARY MICHAEL 1300 E AVENUE FORT LEE VA 23801-1800	CODE HQCAAA	16. ADMINISTERED BY SEE ITEM 9	CODE
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17a. CONTRACTOR/OFFEROR PROFESSIONAL SPORTS PUBLICATIONS, INC. PSPI CJ SINNOTT 570 ELMONT RD ELMONT NY 11003-3535 TELEPHONE NO. 516-740-8402	CODE 59HV0	FACILITY CODE	18a. PAYMENT WILL BE MADE BY DEFENSE FINANCE ACCOUNTING SERVICE-DFAS DFAS COLUMBUS PO BOX 182314 COLUMBUS OH 43218-2317	CODE HQ0866
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<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
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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) \$6,500.00
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<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
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<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:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR 	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 
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30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Christopher Gano Contract Administrator	30c. DATE SIGNED 07/06/2022	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Kristine N. Poltrick TEL: 804-734-8000 X 86057 EMAIL: kristine.poltrick@deca.mil	31c. DATE SIGNED 7-7-2022
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**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

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

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

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

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

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	ARMY-NAVY GAME Program Advertisement FFP ARMY-NAVY GAME Program Advertisement	1	Each	\$6,500.00	\$6,500.00

Print Distribution:

-Official Army-Navy Game Souvenir Program (Format, Dimension, and placement for the advertisement in the game plan.)

Digital Marketing Components:

-A complete digital version of each academy's souvenir magazine will be displayed on their official website and social media platforms.

Social Media:

- partnering with Social Media "Influencers" and corporate partners.
- The schools themselves plan to post the digital versions of the books on all their social media sites for FREE viewing.
- These influencers and corporate partners will be sending FREE digital copies of the team programs to all of their followers on Twitter and other social media sites.

Total cost for Print and Digital Advertisement Campaign: \$6,500

DeCA advertisement creative to be provided by DeCA after Contract award.

All Services shall be performed IAW the attached Statement of Work.

PAYMENT: Invoicing shall be made through the use of the electronic invoicing and receiving system called Wide Area Work Flow (WAWF), as addressed in clause 252.232-7003.

FOB: Destination

PURCHASE REQUEST NUMBER: HQCAAA232112
R701

NET AMT \$6,500.00

ACRN AA \$6,500.00
CIN: HQCAAA2321120001

ACCOUNTING AND APPROPRIATION DATA

AA: 012191 097 4930 004 N R 4J00 22_MPCM_WCF_R 22_MP_CM_PROFIT MARGIN MPCM 253
AMOUNT: \$6,500.00

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001	HQCAA2321120001	\$6,500.00

CLAUSES INCORPORATED BY REFERENCE

52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
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	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 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	NOV 2021
52.219-28	Post-Award Small Business Program Rerepresentation	SEP 2021
52.222-3	Convict Labor	JUN 2003
52.222-26	Equal Opportunity	SEP 2016
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements	MAY 2014
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 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
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.216-7009	Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding	SEP 2013
252.225-7048	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

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) (MAY 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 (MAY 2022) (E.O. 12989).
 - (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
 - (xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (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)

52.219-6 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)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEVIATION 2021-O0008) (SEP 2021)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. “Similarly situated entity,” as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to—

- (1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);
- (2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
- (3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;
- (4) Orders expected to exceed the simplified acquisition threshold and that are—
 - (i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
 - (ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);
- (5) Orders, regardless of dollar value, that are—
 - (i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
 - (ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and
- (6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. The following services may be excluded from the 50 percent limitation:

(i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.

(ii) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause –

[Contracting Officer check as appropriate.]

___ By the end of the base term of the contract and then by the end of each subsequent option period; or

___ By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.
(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-

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- (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.

Invoice and Receiving Report “COMBO”

(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	Leave Blank
Ship To Code	HQCAAA
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	HQCAAA

Service Acceptor (DoDAAC)	HQCAAA
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

(g) WAWF point of contact.

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

Daniel Lindsey at danieil.lindsey@deca.mil or (804) 734-8000 ext. 48774

(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

STATEMENT OF WORK FOR ARMY NAVY GAME ADVERTISEMENT

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

1. General:

This requirement is for non-personal commercial full page, 4 color advertisement in the official Army Navy Game Program. The advertisement will be in print and in digital format for DeCA, hereafter referred to as "the Government." The Government shall not exercise any supervision or control over the contractor performing the services herein. The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, other items, and non-personal services necessary to perform the commercial 4 color advertisement in the official Army Navy Game Program as defined in this Statement of Work (SOW). The advertisement will enable the ability to utilize targeted marketing to reach the ideal customer derived from that customer's demographics that are associated with active duty military, retired, Veterans, and their dependents, as well as service connected veterans (DAV) who can now shop at the commissary due to a service connected benefit. Targeted marketing is generally limited in scope but is often more productive than broader types of marketing because it is designed around specific customer preferences and locations. This publication reaches the target audience completely.

2. 2022-2023 NCAA Military Game Program Package:

- One full page, 4 color advertisement in the official Army Navy Game Program shall include:
- Format, Dimension, and placement for the advertisement in the game plan.
- Print Distribution in the souvenir program
- Digital distribution in the souvenir program applicable for social media and digital outreach.

- Digital Marketing Components: A complete digital version of each academy's souvenir magazine is available on their official website and social media platforms.
- Full Page, 4-Color Ad: \$6,500
- CLOSING DATES 7-15, 2022
- Designs are printed and digital.
- DeCA Advertisement creative to be provided later.
- Point of Contact
- Lou Yaffe, VP National Sales, PSP Sports Marketing
- Email: lyaffe@pspsports.com
- Phone: Work: 617-367-5955
- Cell: 617-212-9090

3. Period of Performance:

The period of performance for the advertisement in the Army Navy Game advertisement for July 15, 2022 for established advertising service to be announced within 30 days of contract award.

4. Key Contractor Personnel: The follow personnel are considered key Contractor personnel by the government:

Contract Manager
Alternate Contract Manager

The contractor shall provide individuals with high degrees of expertise in advertising, and marketing. The Contract Manager shall have full authority and be responsible for all aspects of the services to be performed. The Alternate Contract Manager shall have full authority and be responsible for all aspects of the services to be performed in the Contract Manager's absence. The name, office phone number, cell phone number, and email of both the Contract Manager and Alternate Contract Manager shall be provided to the Government POCs within seven (7) days of contract award and updated as needed throughout the contract term. The Contract Manager or Alternate Contract Manager shall be available between 8:00am – 5:00pm EDT/EST, Monday thru Friday except federal holidays.

5. Government POCs:

The Government Points of Contact are as follows:

Norman Brown
Director, Marketing Directorate
804-734-8000, x48725
norman.brown@deca.mil

Jennifer Ferrell
Chief, Marketing Directorate
804-734-8000, x48935

Jennifer.ferrell@deca.mil

Kristine N. Poltrick
Contracting Officer/ Team Lead, Enterprise Acquisition Division (CCQE)
PHONE: 804-734-8000 X 86057
Kristine.Poltrick@deca.mil

6. Contractor Travel: Contractor will not be required to travel during the performance of this contract.

7. Shipping of Proofs: If needed, the contractor may be required to ship proof copies of the advertising service to DeCA headquarters' location in support of this PWS. If requested, a timeline for shipping will be provided, but will generally be expected to be overnight shipping. Actual rates for shipping may be invoiced to the government as a part of the overall invoice for the specific service.

8. Data Rights: The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

10. Deliverables:

Campaign status reports shall be sent to the Government's POCs once the campaign is completed and shall include, at a minimum, the following information:

- Overall Contacts/Responses by media type (Circulation and Distribution):
 - Army Navy Game Advertising

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