

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 63		
2. CONTRACT (Proc. Inst. Ident.) NO. HQ000822C0039		3. EFFECTIVE DATE 01 Nov 2022		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. HQCMCE02190091			
5. ISSUED BY DEFENSE COMMISSARY AGENCY ST ORF SERVICES SUPPORT DIVISION 1300 E AVENUE FORT LEE VA 23801-1800		CODE HQ008	6. ADMINISTERED BY (If other than Item 5) See Item 5				
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) LAMAIN INDUSTRIES, LLC NAICS 561980 517 SPARTAN DR APT 8204 SUJDELL LA 70458-6235			8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT		
CODE 6L1D1			FACILITY CODE	10. SUBMIT INVOICES 1 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:	ITEM Block 12		
11. SHIP TO MARK FOR PETERSON AIR FORCE BASE COMMISSARY BUILDING 2019 1040 E STEWART AVE COLORADO SPRINGS CO 80914-1610		CODE HQCMCE	12. PAYMENT WILL BE MADE BY DEFENSE FINANCE ACCOUNTING SERVICE-DFAS DFAS COLUMBUS PO BOX 182314 COLUMBUS OH 43218-2317				
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()			14. ACCOUNTING AND APPROPRIATION DATA				
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT					\$2,056,628.54 EST		
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1 - 2	X	I	CONTRACT CLAUSES	46 - 62
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	3 - 30	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT	31	X	J	LIST OF ATTACHMENTS	63
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	32		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	33 - 36		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	37 - 41		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	42 - 45				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return it to the issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [] SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number <u>HQCMCE021R00030003</u>			
19A. NAME AND TITLE OF SIGNER (Type or print) WARREN G. BERGER III, owner				20A. NAME OF CONTRACTING OFFICER Diana Gross-Bendall TEL: 804-734-8000 x48185 EMAIL: diana.gross-bendall@deca.mil			
19B. NAME OF CONTRACTOR LAMAIN INDUSTRIES LLC		19C. DATE SIGNED 6/27/22		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED 29-June-2022	
BY <u>Warren Berger III</u> (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

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Previous edition is NOT usable

STANDARD FORM 26 (REV. 5/2011)
Prescribed by GSA - FAR (48 CFR) 53.214(a)

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			RATING	PAGE OF PAGES 1 63	
2. CONTRACT (Proc. Inst. Ident.) NO. HQC00822C0039		3. EFFECTIVE DATE 01 Nov 2022		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. HQMCE02190091			
5. ISSUED BY DEFENSE COMMISSARY AGENCY STORE SERVICES SUPPORT DIVISION 1300 E AVENUE FORT LEE VA 23801-1800		CODE HQC008	6. ADMINISTERED BY (If other than Item 5) See Item 5				CODE
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) LAMAIN INDUSTRIES, LLC NAICS 561990 517 SPARTAN DR APT 8204 SL DELL LA 70458-6235				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES 1 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM Block 12	
CODE 6L1D1		FACILITY CODE		12. PAYMENT WILL BE MADE BY DEFENSE FINANCE ACCOUNTING SERVICE-DFAS DFAS COLUMBUS PO BOX 182314 COLUMBUS OH 43218-2317			CODE HQ0866
11. SHIP TO/MARK FOR PETERSON AIR FORCE BASE COMMISSARY BUILDING 2019 1040 E. STEWART AVE COLORADO SPRINGS CO 80914-1610		CODE HQMCE	13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(e)() [] 41 U.S.C. 253(e)()				14. ACCOUNTING AND APPROPRIATION DATA
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT						\$2,056,628.54 EST	
16. TABLE OF CONTENTS							
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X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	31	X	J	LIST OF ATTACHMENTS	63
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X	E	INSPECTION AND ACCEPTANCE	32		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	33 - 36		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	37 - 41		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	42 - 45				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17 [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein (Attachments are listed herein)				18 [] SEALED-BID AWARD (Contractor is not required to sign this document) Your bid on Solicitation Number <u>HDEC0821R00030003</u> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary (Block 18 should be checked only when awarding a sealed-bid contract)			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER DIANA GROSS-BENDALL / CONTRACTING OFFICER TEL: (804) 734-8000 EXT 48185 EMAIL: Diana.Gross-Bendall@deca.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)				BY  (Signature of Contracting Officer)		29-Jun-2022	

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

**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).

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SERVICES, NONPERSONAL FFP				\$0.00
	Provide all necessary supervision, personnel, supplies, and equipment to perform shelf stocking, receiving/storage/holding area, and custodial operations for the Peterson AFB Commissary located near Colorado Springs, Colorado, in accordance with the Performance Work Statement (PWS) as set forth at Attachment 1 and all terms and conditions contained herein.				
	BASE YEAR: November 1, 2022 through October 31, 2023				
	PURCHASE REQUEST NUMBER: HQCMCE02190091				

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Shelf Stocking Operations FFP	1,320,000	Case	\$0.87	\$1,148,400.00 EST
	Perform Shelf Stocking Operations that include overwrites between 0% and 7% in accordance with paragraph 4.3.3.8 of the PWS, Attachment 1.				
	NOTE: The quantity shown is an estimated quantity.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCMCE02190091				
	S299				

NET AMT \$1,148,400.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Excess Overwrites FFP	3,600	Case	\$0.87	\$3,132.00 EST
	Overwrites exceeding 7% of the total monthly cases, as specified in paragraph 4.3.3.8 of the PWS will be paid at a unit price of 60% of the case price reflected in SubClin AA above.				
	NOTE: The quantity shown is an estimated quantity.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCMCE02190091				
	S299				

NET AMT \$3,132.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	Inventory Preparation FFP	200	Hours	\$35.06	\$7,012.00 EST
	Perform Inventory Preparation services in accordance with Attachment 1, PWS.				
	NOTE: The quantity shown is an estimated quantity.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCMCE02190091				
	S299				

NET AMT \$7,012.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	Shelf Stocking - Miscellaneous FFP	8	Hours	\$35.06	\$280.48 EST
	Funds are obligated to accommodate the use of bereavement leave per the Collective Bargaining Agreement of this requirement for Shelf Stocking personnel. NOTE: In the case of bereavement leave, in order to be reimbursed, the contractor must complete and submit the Bereavement Leave Certification form at Attachment 3 per occurrence. NOTE: The quantity shown is an estimated quantity. FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299				

NET AMT \$280.48 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	Receiving/Storage/Holding Area Operation FFP	12	Months	\$24,488.23	\$293,858.76
	Perform Receiving/Storage/Holding Area (RSHA) Operations in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299				

NET AMT \$293,858.76

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	Material Handling Equipment Support FFP Provide Material Handling Equipment (MHE) Support for Inventories in accordance with Attachment 1, PWS. NOTE: The quantity shown is an estimated quantity. FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299	16	Hours	\$35.61	\$569.76 EST

NET AMT \$569.76 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG	RSHA - Miscellaneous Material Handler FFP Funds are obligated to accommodate the use of bereavement leave per the Collective Bargaining Agreement of this requirement for RSHA personnel Material Handler. NOTE: In the case of bereavement leave, in order to be reimbursed, the contractor must complete and submit the Bereavement Leave Certification form at Attachment 3 per occurrence. NOTE: The quantity shown is an estimated quantity. FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299	8	Hours	\$33.97	\$271.76 EST

NET AMT \$271.76 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AH	RSHA - Miscellaneous FLO/ Warehouse Spec FFP	8	Hours	\$35.61	\$284.88 EST
	Funds are obligated to accommodate the use of bereavement leave per the Collective Bargaining Agreement of this requirement for RSHA personnel Forklift Operator and Warehouse Specialist. NOTE: In the case of bereavement leave, in order to be reimbursed, the contractor must complete and submit the Bereavement Leave Certification form at Attachment 3 per occurrence.				
	NOTE: The quantity shown is an estimated quantity.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCMCE02190091				
	S299				

NET AMT \$284.88 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AJ	Custodial Operations (Store/Admin) FFP	12	Months	\$39,884.80	\$478,617.60
	Perform Custodial Operations in accordance with Attachment 1, PWS, for all areas excluding the receiving/storage/holding area, meat processing, preparation and wrapping area, and outside areas.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCMCE02190091				
	S299				

NET AMT \$478,617.60

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AK	Custodial Operations (Meat Room) FFP Perform Custodial Operations for the Meat Processing, Preparation, Wrapping Area and Trim Barrel Storage Area in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299	12	Months	\$5,000.81	\$60,009.72

NET AMT \$60,009.72

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AL	Custodial Operations (RSHA/Outside) FFP Perform Custodial Operations for the Receiving/Storage/Holding Area (RSHA) and Outside Areas in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299	12	Months	\$4,123.60	\$49,483.20

NET AMT \$49,483.20

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AM	Custodial Operations - Miscellaneous FFP	8	Hours	\$34.29	\$274.32 EST
	Funds are obligated to accommodate the use of bereavement leave per the Collective Bargaining Agreement of this requirement for Custodial personnel. NOTE: In the case of bereavement leave, in order to be reimbursed, the contractor must complete and submit the Bereavement Leave Certification form at Attachment 3 per occurrence. NOTE: The quantity shown is an estimated quantity. FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299				

NET AMT \$274.32 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AN	Snow & Ice Removal FFP	7	Months	\$2,240.98	\$15,686.86
	Snow and Ice Removal from locations as specified in Attachment 1, paragraph 13.1 and Exhibit 4-6-4 of Attachment 1, PWS. Note: The quantity shown are for the performance months of October through April FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299				

NET AMT \$15,686.86

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	SERVICES, NONPERSONAL FFP Provide all necessary supervision, personnel, supplies, and equipment to perform shelf stocking, receiving/storage/holding area, and custodial operations for the Peterson AFB Commissary located near Colorado Springs, Colorado, in accordance with the Performance Work Statement (PWS) as set forth at Attachment 1 and all terms and conditions contained herein. BASE YEAR: November 1, 2023 through October 31, 2024 PURCHASE REQUEST NUMBER: HQCMCE02190091				\$0.00

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA OPTION	Shelf Stocking Operations FFP Perform Shelf Stocking Operations that include overwrites between 0% and 7% in accordance with paragraph 4.3.3.8 of the PWS, Attachment 1. NOTE: The quantity shown is an estimated quantity. FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299	1,320,000	Case	██████	██████████

NET AMT ██████████

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB OPTION	Excess Overwrites FFP Overwrites exceeding 7% of the total monthly cases, as specified in paragraph 4.3.3.8 of the PWS will be paid at a unit price of 60% of the case price reflected in SubClin AA above. NOTE: The quantity shown is an estimated quantity. FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299	3,600	Case	██████	██████████

NET AMT ██████████

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC OPTION	Inventory Preparation FFP Perform Inventory Preparation services in accordance with Attachment 1, PWS. NOTE: The quantity shown is an estimated quantity. FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299	200	Hours	██████	██████████

NET AMT ██████████

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD OPTION	Shelf Stocking - Miscellaneous FFP Funds are obligated to accommodate the use of bereavement leave per the Collective Bargaining Agreement of this requirement for Shelf Stocking personnel. NOTE: In the case of bereavement leave, in order to be reimbursed, the contractor must complete and submit the Bereavement Leave Certification form at Attachment 3 per occurrence. NOTE: The quantity shown is an estimated quantity. FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299	8	Hours	██████████	██████████

NET AMT ██████████

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE OPTION	Receiving/Storage/Holding Area Operation FFP Perform Receiving/Storage/Holding Area (RSHA) Operations in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299	12	Months	██████████	██████████

NET AMT ██████████

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF OPTION	Material Handling Equipment Support FFP Provide Material Handling Equipment (MHE) Support for Inventories in accordance with Attachment 1, PWS. NOTE: The quantity shown is an estimated quantity. FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299	16	Hours	██████████	██████████

NET AMT

██████████

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AG OPTION	RSHA - Miscellaneous Material Handler FFP Funds are obligated to accommodate the use of bereavement leave per the Collective Bargaining Agreement of this requirement for RSHA personnel Material Handler. NOTE: In the case of bereavement leave, in order to be reimbursed, the contractor must complete and submit the Bereavement Leave Certification form at Attachment 3 per occurrence. NOTE: The quantity shown is an estimated quantity. FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299	8	Hours	██████████	██████████

NET AMT

██████████

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AH OPTION	RSHA - Miscellaneous FLO/ Warehouse Spec FFP Funds are obligated to accommodate the use of bereavement leave per the Collective Bargaining Agreement of this requirement for RSHA personnel Forklift Operator and Warehouse Specialist. NOTE: In the case of bereavement leave, in order to be reimbursed, the contractor must complete and submit the Bereavement Leave Certification form at Attachment 3 per occurrence. NOTE: The quantity shown is an estimated quantity. FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299	8	Hours	██████████	██████████

NET AMT ██████████

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AJ OPTION	Custodial Operations (Store/Admin) FFP Perform Custodial Operations in accordance with Attachment 1, PWS, for all areas excluding the receiving/storage/holding area, meat processing, preparation and wrapping area, and outside areas. FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299	12	Months	██████████	██████████

NET AMT ██████████

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AK OPTION	Custodial Operations (Meat Room) FFP Perform Custodial Operations for the Meat Processing, Preparation, Wrapping Area and Trim Barrel Storage Area in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299	12	Months	██████████	██████████

NET AMT ██████████

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AL OPTION	Custodial Operations (RSHA/Outside) FFP Perform Custodial Operations for the Receiving/Storage/Holding Area (RSHA) and Outside Areas in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299	12	Months	██████████	██████████

NET AMT ██████████

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AM OPTION	Custodial Operations - Miscellaneous FFP Funds are obligated to accommodate the use of bereavement leave per the Collective Bargaining Agreement of this requirement for Custodial personnel. NOTE: In the case of bereavement leave, in order to be reimbursed, the contractor must complete and submit the Bereavement Leave Certification form at Attachment 3 per occurrence. NOTE: The quantity shown is an estimated quantity. FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299	8	Hours	██████████	██████████

NET AMT ██████████

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AN OPTION	Snow & Ice Removal FFP Snow and Ice Removal from locations as specified in Attachment 1, paragraph 13.1 and Exhibit 4-6-4 of Attachment 1, PWS. Note: The quantity shown are for the performance months of October through April FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299	7	Months	██████████	██████████

NET AMT ██████████

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	SERVICES, NONPERSONAL FFP Provide all necessary supervision, personnel, supplies, and equipment to perform shelf stocking, receiving/storage/holding area, and custodial operations for the Peterson AFB Commissary located near Colorado Springs, Colorado, in accordance with the Performance Work Statement (PWS) as set forth at Attachment 1 and all terms and conditions contained herein. BASE YEAR: November 1, 2024 through October 31, 2025 PURCHASE REQUEST NUMBER: HQCMCE02190091				\$0.00

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA OPTION	Shelf Stocking Operations FFP Perform Shelf Stocking Operations that include overwrites between 0% and 7% in accordance with paragraph 4.3.3.8 of the PWS, Attachment 1. NOTE: The quantity shown is an estimated quantity. FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299	1,320,000	Case	██████	██████████

NET AMT ██████████

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB OPTION	Excess Overwrites FFP Overwrites exceeding 7% of the total monthly cases, as specified in paragraph 4.3.3.8 of the PWS will be paid at a unit price of 60% of the case price reflected in SubClin AA above. NOTE: The quantity shown is an estimated quantity. FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299	3,600	Case	██████	██████████

NET AMT ██████████

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC OPTION	Inventory Preparation FFP Perform Inventory Preparation services in accordance with Attachment 1, PWS. NOTE: The quantity shown is an estimated quantity. FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299	200	Hours	██████	██████████

NET AMT ██████████

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD OPTION	Shelf Stocking - Miscellaneous FFP Funds are obligated to accommodate the use of bereavement leave per the Collective Bargaining Agreement of this requirement for Shelf Stocking personnel. NOTE: In the case of bereavement leave, in order to be reimbursed, the contractor must complete and submit the Bereavement Leave Certification form at Attachment 3 per occurrence. NOTE: The quantity shown is an estimated quantity. FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299	8	Hours	██████████	██████████

NET AMT ██████████

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE OPTION	Receiving/Storage/Holding Area Operation FFP Perform Receiving/Storage/Holding Area (RSHA) Operations in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299	12	Months	██████████	██████████

NET AMT ██████████

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AF OPTION	Material Handling Equipment Support FFP Provide Material Handling Equipment (MHE) Support for Inventories in accordance with Attachment 1, PWS. NOTE: The quantity shown is an estimated quantity. FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299	16	Hours	██████████	██████████

NET AMT ██████████

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AG OPTION	RSHA - Miscellaneous Material Handler FFP Funds are obligated to accommodate the use of bereavement leave per the Collective Bargaining Agreement of this requirement for RSHA personnel Material Handler. NOTE: In the case of bereavement leave, in order to be reimbursed, the contractor must complete and submit the Bereavement Leave Certification form at Attachment 3 per occurrence. NOTE: The quantity shown is an estimated quantity. FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299	8	Hours	██████████	██████████

NET AMT ██████████

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AH OPTION	RSHA - Miscellaneous FLO/ Warehouse Spec FFP Funds are obligated to accommodate the use of bereavement leave per the Collective Bargaining Agreement of this requirement for RSHA personnel Forklift Operator and Warehouse Specialist. NOTE: In the case of bereavement leave, in order to be reimbursed, the contractor must complete and submit the Bereavement Leave Certification form at Attachment 3 per occurrence. NOTE: The quantity shown is an estimated quantity. FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299	8	Hours	████████	████████

NET AMT ██████████

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AJ OPTION	Custodial Operations (Store/Admin) FFP Perform Custodial Operations in accordance with Attachment 1, PWS, for all areas excluding the receiving/storage/holding area, meat processing, preparation and wrapping area, and outside areas. FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299	12	Months	████████	████████

NET AMT ██████████

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AK OPTION	Custodial Operations (Meat Room) FFP Perform Custodial Operations for the Meat Processing, Preparation, Wrapping Area and Trim Barrel Storage Area in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299	12	Months	██████████	██████████

NET AMT ██████████

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AL OPTION	Custodial Operations (RSHA/Outside) FFP Perform Custodial Operations for the Receiving/Storage/Holding Area (RSHA) and Outside Areas in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299	12	Months	██████████	██████████

NET AMT ██████████

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AM OPTION	Custodial Operations - Miscellaneous FFP Funds are obligated to accommodate the use of bereavement leave per the Collective Bargaining Agreement of this requirement for Custodial personnel. NOTE: In the case of bereavement leave, in order to be reimbursed, the contractor must complete and submit the Bereavement Leave Certification form at Attachment 3 per occurrence. NOTE: The quantity shown is an estimated quantity. FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299	8	Hours	██████████	██████████

NET AMT ██████████

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AN OPTION	Snow & Ice Removal FFP Snow and Ice Removal from locations as specified in Attachment 1, paragraph 13.1 and Exhibit 4-6-4 of Attachment 1, PWS. Note: The quantity shown are for the performance months of October through April FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299	7	Months	██████████	██████████

██████████ ██████████

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0004

OPTION

SERVICES, NONPERSONAL

FFP

Provide all necessary supervision, personnel, supplies, and equipment to perform shelf stocking, receiving/storage/holding area, and custodial operations for the Peterson AFB Commissary located near Colorado Springs, Colorado, in accordance with the Performance Work Statement (PWS) as set forth at Attachment 1 and all terms and conditions contained herein.

BASE YEAR: November 1, 2025 through October 31, 2026

PURCHASE REQUEST NUMBER: HQCMCE02190091

NET AMT

\$0.00

ITEM NO

0004AA

OPTION

SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

1,320,000

Case

Shelf Stocking Operations

FFP

Perform Shelf Stocking Operations that include overwrites between 0% and 7% in accordance with paragraph 4.3.3.8 of the PWS, Attachment 1.

NOTE: The quantity shown is an estimated quantity.

FOB: Destination

PURCHASE REQUEST NUMBER: HQCMCE02190091

S299

NET AMT

[REDACTED]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB OPTION	Excess Overwrites FFP	3,600	Case	██████	██████████
	Overwrites exceeding 7% of the total monthly cases, as specified in paragraph 4.3.3.8 of the PWS will be paid at a unit price of 60% of the case price reflected in SubClin AA above.				
	NOTE: The quantity shown is an estimated quantity.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCMCE02190091				
	S299				

NET AMT ██████████

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC OPTION	Inventory Preparation FFP	200	Hours	██████	██████████
	Perform Inventory Preparation services in accordance with Attachment 1, PWS.				
	NOTE: The quantity shown is an estimated quantity.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCMCE02190091				
	S299				

NET AMT ██████████

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD OPTION	Shelf Stocking - Miscellaneous FFP Funds are obligated to accommodate the use of bereavement leave per the Collective Bargaining Agreement of this requirement for Shelf Stocking personnel. NOTE: In the case of bereavement leave, in order to be reimbursed, the contractor must complete and submit the Bereavement Leave Certification form at Attachment 3 per occurrence. NOTE: The quantity shown is an estimated quantity. FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299	8	Hours	[REDACTED]	[REDACTED]

NET AMT [REDACTED]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AE OPTION	Receiving/Storage/Holding Area Operation FFP Perform Receiving/Storage/Holding Area (RSHA) Operations in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299	12	Months	[REDACTED]	[REDACTED]

NET AMT [REDACTED]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AF OPTION	Material Handling Equipment Support FFP Provide Material Handling Equipment (MHE) Support for Inventories in accordance with Attachment 1, PWS. NOTE: The quantity shown is an estimated quantity. FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299	16	Hours	██████████	██████████

NET AMT ██████████

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AG OPTION	RSHA - Miscellaneous Material Handler FFP Funds are obligated to accommodate the use of bereavement leave per the Collective Bargaining Agreement of this requirement for RSHA personnel Material Handler. NOTE: In the case of bereavement leave, in order to be reimbursed, the contractor must complete and submit the Bereavement Leave Certification form at Attachment 3 per occurrence. NOTE: The quantity shown is an estimated quantity. FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299	8	Hours	██████████	██████████

NET AMT ██████████

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AH OPTION	RSHA - Miscellaneous FLO/ Warehouse Spec FFP Funds are obligated to accommodate the use of bereavement leave per the Collective Bargaining Agreement of this requirement for RSHA personnel Forklift Operator and Warehouse Specialist. NOTE: In the case of bereavement leave, in order to be reimbursed, the contractor must complete and submit the Bereavement Leave Certification form at Attachment 3 per occurrence. NOTE: The quantity shown is an estimated quantity. FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299	8	Hours	████████	████████

NET AMT ██████████

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AJ OPTION	Custodial Operations (Store/Admin) FFP Perform Custodial Operations in accordance with Attachment 1, PWS, for all areas excluding the receiving/storage/holding area, meat processing, preparation and wrapping area, and outside areas. FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299	12	Months	████████	████████

NET AMT ██████████

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AK OPTION	Custodial Operations (Meat Room) FFP Perform Custodial Operations for the Meat Processing, Preparation, Wrapping Area and Trim Barrel Storage Area in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299	12	Months	██████████	██████████

NET AMT ██████████

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AL OPTION	Custodial Operations (RSHA/Outside) FFP Perform Custodial Operations for the Receiving/Storage/Holding Area (RSHA) and Outside Areas in accordance with Attachment 1, PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299	12	Months	██████████	██████████

NET AMT ██████████

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AM OPTION	Custodial Operations - Miscellaneous FFP Funds are obligated to accommodate the use of bereavement leave per the Collective Bargaining Agreement of this requirement for Custodial personnel. NOTE: In the case of bereavement leave, in order to be reimbursed, the contractor must complete and submit the Bereavement Leave Certification form at Attachment 3 per occurrence. NOTE: The quantity shown is an estimated quantity. FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299	8	Hours	██████████	██████████

NET AMT ██████████

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AN OPTION	Snow & Ice Removal FFP Snow and Ice Removal from locations as specified in Attachment 1, paragraph 13.1 and Exhibit 4-6-4 of Attachment 1, PWS. Note: The quantity shown are for the performance months of October through April FOB: Destination PURCHASE REQUEST NUMBER: HQCMCE02190091 S299	7	Months	██████████	██████████

NET AMT ██████████

Section C - Descriptions and Specifications

Section C - Descriptions and Specifications

All work performed under this contract shall be in accordance with Attachment 1, Performance Work Statement (PWS) and all terms and conditions set forth herein.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-4 Inspection Of Services--Fixed Price AUG 1996

CLAUSES INCORPORATED BY FULL TEXT

52.246-4504 INSPECTION AND ACCEPTANCE (OCT 1995)

- a. The inspection and acceptance point for all services performed under this contract will be the Defense Commissary Agency, Peterson AFB Commissary, located at 250 Vincent Street, Bldg 1435, CO 80914-3141, or as otherwise specified in the Performance Work Statement (PWS) contained herein.
- b. The performance by the Contractor and the quality of work delivered, including services rendered, and any documentation or written material in support thereof, shall be subject to continuous inspections, surveillance and review for acceptance by the Contracting Officer or authorized representatives in accordance with the surveillance plan.
- c. The rights of the Government and remedies described in TE-1 of the PWS are in addition to all other rights and remedies set forth in this contract. Specifically, the Government reserves its rights under the Inspection of Services clause. Any deductions taken pursuant to the Performance Requirements Summary (PRS) shall reflect the reduced value of services performed under the contract; however, the contract issues shall be resolved in accordance with the Disputes Clause, FAR 52.233-1.

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	N/A	N/A	N/A	N/A
0001AA	POP 01-NOV-2022 TO 31-OCT-2023	N/A	PETERSON AIR FORCE BASE COMMISSARY BUILDING 2019 1040 E. STEWART AVE COLORADO SPRINGS CO 80914-1610 (719) 556-7765 FOB: Destination	HQCMCE
0001AB	POP 01-NOV-2022 TO 31-OCT-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0001AC	POP 01-NOV-2022 TO 31-OCT-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0001AD	POP 01-NOV-2022 TO 31-OCT-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0001AE	POP 01-NOV-2022 TO 31-OCT-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0001AF	POP 01-NOV-2022 TO 31-OCT-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0001AG	POP 01-NOV-2022 TO 31-OCT-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0001AH	POP 01-NOV-2022 TO 31-OCT-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0001AJ	POP 01-NOV-2022 TO 31-OCT-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0001AK	POP 01-NOV-2022 TO 31-OCT-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0001AL	POP 01-NOV-2022 TO 31-OCT-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0001AM	POP 01-NOV-2022 TO 31-OCT-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE

0001AN	POP 01-NOV-2022 TO 31-OCT-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0002	N/A	N/A	N/A	N/A
0002AA	POP 01-NOV-2023 TO 31-OCT-2024	N/A	PETERSON AIR FORCE BASE COMMISSARY BUILDING 2019 1040 E. STEWART AVE COLORADO SPRINGS CO 80914-1610 (719) 556-7765 FOB: Destination	HQCMCE
0002AB	POP 01-NOV-2023 TO 31-OCT-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0002AC	POP 01-NOV-2023 TO 31-OCT-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0002AD	POP 01-NOV-2023 TO 31-OCT-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0002AE	POP 01-NOV-2023 TO 31-OCT-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0002AF	POP 01-NOV-2023 TO 31-OCT-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0002AG	POP 01-NOV-2023 TO 31-OCT-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0002AH	POP 01-NOV-2023 TO 31-OCT-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0002AJ	POP 01-NOV-2023 TO 31-OCT-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0002AK	POP 01-NOV-2023 TO 31-OCT-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0002AL	POP 01-NOV-2023 TO 31-OCT-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0002AM	POP 01-NOV-2023 TO 31-OCT-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0002AN	POP 01-NOV-2023 TO 31-OCT-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0003	N/A	N/A	N/A	N/A

0003AA	POP 01-NOV-2024 TO 31-OCT-2025	N/A	PETERSON AIR FORCE BASE COMMISSARY BUILDING 2019 1040 E. STEWART AVE COLORADO SPRINGS CO 80914-1610 (719) 556-7765 FOB: Destination	HQCMCE
0003AB	POP 01-NOV-2024 TO 31-OCT-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0003AC	POP 01-NOV-2024 TO 31-OCT-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0003AD	POP 01-NOV-2024 TO 31-OCT-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0003AE	POP 01-NOV-2024 TO 31-OCT-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0003AF	POP 01-NOV-2024 TO 31-OCT-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0003AG	POP 01-NOV-2024 TO 31-OCT-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0003AH	POP 01-NOV-2024 TO 31-OCT-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0003AJ	POP 01-NOV-2024 TO 31-OCT-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0003AK	POP 01-NOV-2024 TO 31-OCT-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0003AL	POP 01-NOV-2024 TO 31-OCT-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0003AM	POP 01-NOV-2024 TO 31-OCT-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0003AN	POP 01-NOV-2024 TO 31-OCT-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0004	N/A	N/A	N/A	N/A
0004AA	POP 01-NOV-2025 TO 31-OCT-2026	N/A	PETERSON AIR FORCE BASE COMMISSARY BUILDING 2019 1040 E. STEWART AVE COLORADO SPRINGS CO 80914-1610 (719) 556-7765 FOB: Destination	HQCMCE

0004AB	POP 01-NOV-2025 TO 31-OCT-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0004AC	POP 01-NOV-2025 TO 31-OCT-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0004AD	POP 01-NOV-2025 TO 31-OCT-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0004AE	POP 01-NOV-2025 TO 31-OCT-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0004AF	POP 01-NOV-2025 TO 31-OCT-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0004AG	POP 01-NOV-2025 TO 31-OCT-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0004AH	POP 01-NOV-2025 TO 31-OCT-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0004AJ	POP 01-NOV-2025 TO 31-OCT-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0004AK	POP 01-NOV-2025 TO 31-OCT-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0004AL	POP 01-NOV-2025 TO 31-OCT-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0004AM	POP 01-NOV-2025 TO 31-OCT-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE
0004AN	POP 01-NOV-2025 TO 31-OCT-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMCE

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

52.232-4504 INVOICE AND PAYMENT (OCT 1995)

- a. The Contractor may submit monthly itemized invoices for services rendered under this contract. Invoices shall list each line item covered by the contract and the unit price per line item for services performed during the month.
- b. Any monetary deductions for services not performed or Performed unsatisfactorily shall be deducted from the amount of the invoice prior to payment (See Technical Exhibit 1 of the Performance Work Statement).
- c. In connection with any circumstances in which it is necessary to compute a daily rate of payment (i.e., services performed for less than a month), payment will be made on a pro rata basis for the actual number of working days services are performed (e.g., # days custodial services performed during the month). For those line items in which the unit price is based on an estimated number of units rather than a monthly price (e.g., est. # of cases to be stocked monthly, est. hours for equipment repair, etc.), the contractor shall be paid for actual services performed.
- d. Original invoices shall be submitted to the designated payment office. One (1) additional copy of each invoice shall be forwarded to the office of the Contracting Officer responsible for administering this contract.

52.246-4501 QUALITY ASSURANCE EVALUATOR (QAE) (OCT 1995)

Government employed Quality Assurance Evaluator(s) will exercise general surveillance over the contract operation to include input to the contracting officer for contractor performance evaluation.

52.246-4506 ACCESS TO RECORDS, DATA AND FACILITIES (OCT 1995)

The contractor shall permit Defense Contract Audit Agency and the Contracting Officer or any other authorized Government representative access to all records, data and facilities used in the performance of this contract.

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.

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(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 2in1

(Contracting Officer: Insert either “Invoice 2in1” or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

- (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.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(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	DFAS Payment Office DODAAC (HQ0866)
Issue By DoDAAC	DeCA Issuing Office DODAAC (HDEC08)
Admin DoDAAC**	DeCA Issuing Office DODAAC (HDEC08)
Inspect By DoDAAC	DeCA Issuing Office DODAAC (HDEC08)
Ship To Code	Store DODAAC – HQCMCE
Ship From Code	Contractor CAGE code (6L1D1)
Mark For Code	Not Applicable
Service Approver (DoDAAC)	Store DODAAC – HQCMCE
Service Acceptor (DoDAAC)	Store DODAAC - HQCMCE
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	Not Applicable
Other DoDAAC(s)	Not Applicable

(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.

Contract Specialist – Linda Aleck, linda.aleck@deca.mil

Contracting Officer – Diana Gross-Bendall, diana.gross-bendall@deca.mil

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

Contract Specialist – Linda Aleck, linda.aleck@deca.mil

Contracting Officer – Diana Gross-Bendall, diana.gross-bendall@deca.mil

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

(End of clause)

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

52.201-4500 AUTHORITY (OCT 1995)

The Contractor shall not in any way represent that he is a part of the United States Government or that he has the authority to contract or procure supplies on the credit of the United States of America.

(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.

52.209-4501 PERMITS AND RESPONSIBILITIES (OCT 1995)

The Contractor shall, without additional effort by the Government, be responsible for obtaining any necessary licenses and permits, giving all notices, and complying with any applicable Federal, State, and municipal laws, codes, and regulations in connection with the supplies/services covered by this contract.

52.222-4500 WAGE DETERMINATION – COLLECTIVE BARGAINING AGREEMENT (JAN 2001)

The Collective Bargaining Agreement (CBA) attached hereto is incorporated in and made a part of this solicitation. The minimum hourly wages and fringe benefits as stated in the CBA shall be applicable to any such contract/order awarded as a result of this solicitation. If the Department of Labor should issue a Wage Determination(s), subject to the CBA which is applicable to this procurement, such determination(s) shall be incorporated by amendment to the solicitation.

52.228-4500 LIABILITY TO THIRD PERSONS (APR 1997)

The contractor shall be responsible for and hold the Government harmless from all claims on the part of persons not a party to this contract for personal injury, death, and property loss or damage caused in whole or in part by the fault or negligence of the contractor, his officers, agents, or employees in the performance of work under this contract.

52.228-4501 VEHICLE OPERATION AND INSURANCE (DEC 2001)

a. All private-owned and Contractor-owned vehicles shall be properly licensed, insured and safety inspected in accordance with applicable federal, state and local regulations. The following automotive liability coverage is required:

(1) For Contractor-owned vehicles: Bodily injury \$200,000 per person, \$500,000 per occurrence; property damage \$20,000 per occurrence.

(2) For privately-owned vehicles: Bodily injury and property damage insurance meeting requirements of state in which vehicle is registered.

b. Vehicles licensed or registered in a state which requires a mechanical safety inspection must display a valid inspection sticker.

c. All vehicles operating at the installation are subject to the installation traffic code, copies of which are available in the office of the installation Provost Marshal.

52.228-4502 OTHER INSURANCE REQUIREMENTS (OCT 1995)

The contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance and shall furnish a certificate upon request by the Contracting Officer:

(1) Workmen's Compensation: As required by law of the State of Colorado

(2) Employer's Liability: \$100,000

(3) Comprehensive General Liability: \$500,000 each occurrence.

52.232-4505 ADDITIONAL PAYMENT TERMS (OCT 1995)

Notwithstanding any other payment provision contained herein, the Government will not consider any net payment terms less than 30 days. Where no prompt payment terms are offered or net payment terms less than 30 days are offered, acceptance of the offer shall be considered to be on a net 30 days basis only.

52.237-4500 OBSERVATION PERIOD (APR 2004)

The Contractor may be provided an observation period of up to two (2) weeks prior to full take over of services to be performed under this contract. The observation period shall be at no cost to the Government and solely at the option of the Contractor.

A Contractor representative may observe the current work effort prior to full take over of the Shelf Stocking, Receiving/Storage/Holding Area(RSHA), and Custodial operations. During such time, the Contractor is prohibited from interfacing with the current Contractor (if applicable), to include queries as to internal procedures. However, the Contractor may interface with the Government [e.g., Store Director or Quality Assurance Evaluator (QAE)] to determine general work effort required during contract performance.

52.237-4501 RELATIONSHIP BETWEEN GOVERNMENT, CONTRACTOR AND CONTRACTOR PERSONNEL (OCT 1995)

- a. The Government and the Contractor understand and agree that the services to be performed under this contract by the Contractor are non-personal services and the parties recognize and agree that no employer-employee or master-servant relationship exist or will exist under the contract between the Government and the Contractor and/or between the Government and the contractor's personnel. The contractor personnel shall be responsible, not to the Government but solely to the Contractor, who, in turn, shall be accountable to the Government.
- b. The Government shall not exercise any supervision or control over Contractor personnel performing services under this contract. Contractor personnel shall not be placed under the supervision, direction, or evaluation of a Federal officer, military or civilian, in connection with performance under this contract. Likewise, Contractor personnel shall not be placed in a position of command, supervision, administration or control over DOD military or civilian personnel, or personnel of other prime contractors, performing under this contract.
- c. The Contractor shall be responsible for selecting personnel who are well qualified to perform the required services, for supervising techniques used in their work and for keeping them informed of all improvements, changes and method of operations.
- d. Rules, regulations, directives and requirements which are issued during the contract term by DOD Military Command Authorities, under their responsibility for law and order, administration, and security on the installation shall be applicable to all Contractor personnel or representatives who enter the installation, or who travel on Government transportation. This requirement shall not be construed or interpreted to establish any degree of Government control which is inconsistent with the intent of a non-personal services contract. Contractor personnel or representatives shall be subject to such checks as may be deemed necessary to assure that their presence on the installation does not violate these requirements. No employee will be permitted on the installation when such a check reveals that his presence would be detrimental to the security of the installation or the accomplishment of work. When directed by the Contracting Officer, the Contractor shall remove any employee from an assignment to perform services under this contract for reasons of misconduct or breaches of security in connection with his or her employment. Under such circumstances, replacement cost will be a Contractor expense and not reimbursable by the Government. In other instances, the Contractor shall take appropriate personnel action as required in the event of the employee misconduct in connection with his or her employment.
- e. The services to be performed under this contract shall not require the Contractor or his employees to exercise personal judgement and discretion on behalf of the Government, but rather, the Contractor's employee shall act and exercise personal judgement and discretion on behalf of the contractor.
- f. Contractor and Contractor personnel shall not be considered employees of the Federal Government and shall not be eligible, by virtue of performance under this contract, for payment by the Government of entitlements and benefits accorded federal employees.
- g. The entire consideration to the Contractor for performance of this contract is contained in the provisions for payment set forth in this contract.

52.237-4503 MOBILIZATION AND CONTINGENCY PLANNING (OCT 1995)

- a. In the event of a general or limited mobilization of reserve forces or an emergency which impacts upon contract performance, the contractor shall take whatever measures needed to meet any new demands placed upon him. Such demands may require increased contractor furnished property, materials, extended work hours and increased number of personnel. Added responsibility, as a result of this requirement will be added by change order or supplemental agreement by the Contracting Officer. No price increase shall become effective until approval by the Contracting Officer.

b. To ensure that Government operations, which depend upon the services provided by this contract, can proceed with no or only minimal disruption, the contractor shall therefore plan for a mobilization or similar emergency and take actions needed to rapidly expand his contract capabilities to meet the exigency. Added responsibilities as a result of this requirement, will be added by change order or supplemental agreement by the Contracting Officer. No price increase shall become effective until approval by the Contracting Officer.

52.245-4500 MEDICAL TREATMENT (OCT 1995)

Government emergency vehicles and medical personnel may be used in emergency situations affecting Contractor personnel whose life may be in danger or who is suffering unendurable pain. Government facilities may be used in these instances as the first point of treatment. Transfer to other than Government medical treatment facilities shall be effected as soon as possible and as determined by attending medical authorities. Based on medical center policies in effect, charges may be made to the employee.

52.246-4505 GOVERNMENT PERFORMANCE OF SERVICES (OCT 1995)

a. If, for any reason, the Contractor fails to perform any services covered by this contract, or should an emergency require performance of services beyond the capability of the contractor, the Government may, if the Contracting Officer determines that the mission at Peterson AFB Commissary is endangered, perform or supplement performance of such contract services with Government personnel. Such performance shall not constitute a breach of contract by the Government.

b. If the Government performs services with Government personnel because of the Contractor's failure to perform, as provided in paragraph "a" above, the Contractor shall permit the Government to use and operate such equipment as necessary to perform the function during a period not to exceed one hundred twenty (120) days at the location covered by the contract. The Government's right to use Contractor equipment, pursuant to this subparagraph b, shall cease in the event of cancellation of the contract. During this period any contractor-owned equipment used by the Government shall be maintained by the Government.

c. The Government shall be entitled to an equitable adjustment for the services, if any, which were performed by the Government personnel due to the Contractor's failure to perform required services. The deduction shall be made in accordance with other provisions of this contract. Government performance of services will not constitute a termination for convenience by the Government within the meaning of the FAR Clause 52.249-2.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	JUL 2018
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2020
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2020
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	JUN 2020
52.215-2	Audit and Records--Negotiation	JUN 2020
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	AUG 2018
52.222-50	Combating Trafficking in Persons	JAN 2019
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015

52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.229-12	Tax on Certain Foreign Procurements	JUN 2020
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-25	Prompt Payment	JAN 2017
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-6	Subcontracts for Commercial Items	AUG 2020
52.245-1	Government Property	JAN 2017
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	JUN 2020
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7004	Display of Hotline Posters	AUG 2019
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991

252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.216-7009	Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding	SEP 2013
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	DEC 2017
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.207-3 RIGHT OF FIRST REFUSAL OF EMPLOYMENT (MAY 2006)

(a) The Contractor shall give Government personnel who have been or will be adversely affected or separated as a result of award of this contract the right of first refusal for employment openings under the contract in positions for which they are qualified, if that employment is consistent with post-Government employment conflict of interest standards.

(b) Within 10 days after contract award, the Contracting Officer will provide to the Contractor a list of all Government personnel who have been or will be adversely affected or separated as a result of award of this contract.

(c) The Contractor shall report to the Contracting Officer the names of individuals identified on the list who are hired within 90 days after contract performance begins. This report shall be forwarded within 120 days after contract performance begins.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 48 months.

(End of clause)

52.217-4504 EXERCISE OF OPTION (OCT 1995)

Should the Government exercise its option to extend the term of this contract, the rates set forth in the Schedule (Section B) for each option period shall apply, except as provided by the clause entitled "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multi Year and Option Contracts)" which is incorporated by reference in the Contract Clauses, Section I of this contract.

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEVIATION 2020-00008) (MAR 2020)

(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 small business concerns or 8(a) participants;
- (2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) participants;
- (3) Contracts that have been awarded on a sole-source basis in accordance with subpart 19.8;
- (4) Orders set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F), if the order amount is expected to exceed the simplified acquisition threshold;
- (5) Orders competed among 8(a) participants in accordance with subpart 19.8 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F), regardless of dollar value;
- (6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference; and
- (7) Orders issued directly to small business concerns or 8(a) participants under multiple-award contracts as described in 19.504(c)(1)(ii).

(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 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 to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward 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. Other direct costs are excluded to the extent they are not the principal purpose of the contract and cannot be obtained from small business concerns;

- (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 toward 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 toward 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 toward the prime contractor's 75 percent subcontract amount that cannot be exceeded.
- (f) 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.
- (g) The Contractor shall comply with the limitations on subcontracting as follows:
- (1) For contracts, in accordance with paragraphs (c)(1) and (2) 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)(3) and (4) of this clause, by the end of the performance period for the order.

(End of clause)

52.219-27 NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEVIATION 2020-O0008) (MAR 2020)

(a) Definitions. As used in this clause—

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Similarly situated entity” 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.

(b) Applicability. This clause applies only to—

(1) Contracts that have been set aside for service-disabled veteran-owned small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for service-disabled veteran-owned small business concerns;

(3) Orders set aside for service-disabled veteran-owned small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F); and

(4) Orders issued directly to service-disabled veteran-owned small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii).

(c) General.

(1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.

(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, a service-disabled veteran-owned small business concern agrees that in the performance of a contract assigned a 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 to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward 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. Other direct costs are excluded to the extent they are not the principal purpose of the contract and cannot be obtained from small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the 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 toward 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 toward 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 toward the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) A service-disabled veteran-owned small business concern shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (b)(1) and (2) 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 (b)(3) and (4) of this clause, by the end of the performance period for the order.

(g) Joint venture. A joint venture may be considered a service-disabled veteran owned small business concern if—

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of 13 CFR 121.103(h).

(4) The joint venture meets the requirements of 13 CFR 125.15(b).

(h) Nonmanufacturer.

(1) Unless SBA has waived the requirements of paragraphs (h)(1)(i) through (iii) of this clause in accordance with 13 CFR 121.1204, a service-disabled veteran-owned 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 (h)(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 (MAY 2020)

(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 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.

(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 a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(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 561990 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)

(52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

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

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

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

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

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

(End of clause)

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be--

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(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

11150, Janitor, WG-2/2, \$13.55

21140, Store Worker I, WG-1/2, \$12.89

21020, Forklift Operator, WG-5/2, \$16.90

21410, Warehouse Specialist, WG-5/2, \$16.90

21050, Material Handler, WG-5/2, \$16.90

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM). In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to SAM.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in SAM is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into SAM; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in SAM and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not

permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in SAM.

(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):

<http://farsite.hill.af.mil/>
<https://www.acquisition.gov/comp/far/index.html>
<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(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 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)

(a) Definitions. As used in this clause—

“Commercial and Government entity (CAGE) code” means—

(i) A code assigned by the Defense Logistics Agency Logistics Information Service to identify a commercial or Government entity; or

(ii) A code assigned by a member of the North Atlantic Treaty Organization that the Defense Logistics Agency Logistics Information Service records and maintains in the CAGE master file. The type of code is known as an "NCAGE code."

"Contractor-acquired property" has the meaning given in FAR clause 52.245-1. Upon acceptance by the Government, contractor-acquired property becomes Government-furnished property.

"Government-furnished property" has the meaning given in FAR clause 52.245-1.

"Item unique identification (IUID)" means a system of assigning, reporting, and marking DoD property with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items.

"IUID Registry" means the DoD data repository that receives input from both industry and Government sources and provides storage of, and access to, data that identifies and describes tangible Government personal property. The IUID Registry is—

(i) The authoritative source of Government unit acquisition cost for items with unique item identification (see DFARS 252.211-7003) that were acquired after January 1, 2004;

(ii) The master data source for Government-furnished property; and

(iii) An authoritative source for establishing the acquisition cost of end-item equipment.

"National stock number (NSN)" means a 13-digit stock number used to identify items of supply. It consists of a four-digit Federal Supply Code and a nine-digit National Item Identification Number.

"Nomenclature" means—

(i) The combination of a Government-assigned type designation and an approved item name;

(ii) Names assigned to kinds and groups of products; or

(iii) Formal designations assigned to products by customer or supplier (such as model number or model type, design differentiation, or specific design series or configuration).

"Part or identifying number (PIN)" means the identifier assigned by the original design activity, or by the controlling nationally recognized standard, that uniquely identifies (relative to that design activity) a specific item.

"Reparable" means an item, typically in unserviceable condition, furnished to the Contractor for maintenance, repair, modification, or overhaul.

"Serially managed item" means an item designated by DoD to be uniquely tracked, controlled, or managed in maintenance, repair, and/or supply systems by means of its serial number.

"Supply condition code" means a classification of materiel in terms of readiness for issue and use or to identify action underway to change the status of materiel (see <http://www2.dla.mil/j-6/dlms0/elibrary/manuals/dlm/dlm--pubs.asp>).

"Unique item identifier (UII)" means a set of data elements permanently marked on an item that is globally unique and unambiguous and never changes, in order to provide traceability of the item throughout its total life cycle. The term includes a concatenated UII or a DoD recognized unique identification equivalent.

“Unit acquisition cost” has the meaning given in FAR clause 52.245-1.

(b) Reporting Government-furnished property to the IUID Registry. Except as provided in paragraph (c) of this clause, the Contractor shall report, in accordance with paragraph (f), Government-furnished property to the IUID Registry as follows:--

(1) Up to and including December 31, 2013, report serially managed Government-furnished property with a unit-acquisition cost of \$5,000 or greater.

(2) Beginning January 1, 2014, report—

(i) All serially managed Government-furnished property, regardless of unit-acquisition cost; and

(ii) Contractor receipt of non-serially managed items. Unless tracked as an individual item, the Contractor shall report non-serially managed items to the Registry in the same unit of packaging, e.g., original manufacturer's package, box, or container, as it was received.

(c) Exceptions. Paragraph (b) of this clause does not apply to—

(1) Contractor-acquired property;

(2) Property under any statutory leasing authority;

(3) Property to which the Government has acquired a lien or title solely because of partial, advance, progress, or performance-based payments;

(4) Intellectual property or software;

(5) Real property; or

(6) Property released for work in process.

(d) Data for reporting to the IUID Registry. To permit reporting of Government-furnished property to the IUID Registry, the Contractor's property management system shall enable the following data elements in addition to those required by paragraph (f)(1)(iii)(A)(1) through (3), (5), (7), (8), and (10) of the Government Property clause of this contract (FAR 52.245-1):

(1) Received/Sent (shipped) date.

(2) Status code.

(3) Accountable Government contract number.

(4) Commercial and Government Entity (CAGE) code on the accountable Government contract.

(5) Mark record.

(i) Bagged or tagged code (for items too small to individually tag or mark).

(ii) Contents (the type of information recorded on the item, e.g., item internal control number).

(iii) Effective date (date the mark is applied).

(iv) Added or removed code/flag.

(v) Marker code (designates which code is used in the marker identifier, e.g., D=CAGE, UN=DUNS, LD=DODAAC).

(vi) Marker identifier, e.g., Contractor's CAGE code or DUNS number.

(vii) Medium code; how the data is recorded, e.g., barcode, contact memory button.

(viii) Value, e.g., actual text or data string that is recorded in its human-readable form.

(ix) Set (used to group marks when multiple sets exist).

(6) Appropriate supply condition code, required only for reporting of reparable, per Appendix 2 of DoD 4000.25-2-M, Military Standard Transaction Reporting and Accounting Procedures manual (<http://www2.dla.mil/j-6/dlmsolibrary/manuals/dlm/dlm--pubs.asp>).

(e) When Government-furnished property is in the possession of subcontractors, Contractors shall ensure that reporting is accomplished using the data elements required in paragraph (d) of this clause.

(f) Procedures for reporting of Government-furnished property. Except as provided in paragraph (c) of this clause, the Contractor shall establish and report to the IUID Registry the information required by FAR clause 52.245-1, paragraphs (e) and (f)(1)(iii), in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

(g) Procedures for updating the IUID Registry.

(1) Except as provided in paragraph (g)(2), the Contractor shall update the IUID Registry at <https://iuid.logisticsinformationservice.dla.mil/> for changes in status, mark, custody, condition code (for reparable only), or disposition of items that are—

(i) Received by the Contractor;

(ii) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor;

(iii) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract as determined by the Government property administrator, including reasonable inventory adjustments;

(iv) Disposed of; or

(v) Transferred to a follow-on or other contract.

(2) The Contractor need not report to the IUID Registry those transactions reported or to be reported to the following DCMA etools:

(i) Plant Clearance Automated Reutilization and Screening System (PCARSS); or

(ii) Lost, Theft, Damaged or Destroyed (LTDD) system.

(3) The contractor shall update the IUID Registry as transactions occur or as otherwise stated in the Contractor's property management procedure.

(End of clause)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Performance Work Statement (PWS)	65	9-Dec-2020
Attachment 2	Collective Bargaining Agreement (CBA)	30	11-Jun-2019
Attachment 3	Bereavement Leave Certification	1	