

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER			PAGE 1 OF		
2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:			a. NAME		b. TELEPHONE NUMBER (<i>No collect calls</i>)
			8. OFFER DUE DATE/ LOCAL TIME		
9. ISSUED BY CODE			10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☐ SET ASIDE: % FOR: ☐ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): ☐ HUBZONE SMALL BUSINESS ☐ ECONOMICALLY DISADVANTAGED ☐ VETERAN-OWNED SMALL BUSINESS (EDWOSB) ☐ 8(A) SIZE STANDARD: ☐ SERVICE-DISABLED ☐ (SDVOSB)		
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A ☐ RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)	
15. DELIVER TO CODE		16. ADMINISTERED BY CODE		13b. RATING	
				14. METHOD OF SOLICITATION REQUEST ☐ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)	
17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE			18a. PAYMENT WILL BE MADE BY CODE		
TELEPHONE NUMBER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM		
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER ☐			18c. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM		
19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
(Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (<i>For Government Use Only</i>)	
☐ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED ☐ 29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (<i>SIGNATURE OF CONTRACTING OFFICER</i>)		
30b. NAME AND TITLE OF SIGNER (<i>Type or print</i>)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (<i>Type or print</i>)		31c. DATE SIGNED

Solicitation/Contract Form

Shelf Stocking, Receiving/Storage/Holding Area (RSHA), and Custodial Operations at the Memphis NSA Commissary

Product Service Code: S299

Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies / Services	Quantity	Unit	Unit Price	Amount
0001	Shelf Stocking Services (Includes overwrites between 0% and 4%, IAW para 4.3.3.2.1.2. of the PWS) Product Service Code: S299 Pricing Arrangement: Firm Fixed Price	12	Months		
0002	Inventory Preparation Product Service Code: S299 Pricing Arrangement: Firm Fixed Price	100	Hours		
0003	RECEIVING/STORAGE/HOLDING AREA (RSHA) Operations Product Service Code: S299 Pricing Arrangement: Firm Fixed Price	12	Months		
0004	Material Handling Equipment (MHE) Support for Inventories Product Service Code: S299 Pricing Arrangement: Firm Fixed Price	16	Hours		
0005	Custodial Services Product Service Code: S299 Pricing Arrangement: Firm Fixed Price	12	Months		
0006	Snow and Ice Removal Product Service Code: S299 Pricing Arrangement: Firm Fixed Price	20	Hours		
Option Line Item 1001	Shelf Stocking Services (Includes overwrites between 0% and 4%, IAW para 4.3.3.2.1.2. of the PWS) Product Service Code: S299 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 1002	Inventory Preparation Product Service Code: S299 Pricing Arrangement: Firm Fixed Price	100	Hours		
Option Line Item 1003	RECEIVING/STORAGE/HOLDING AREA (RSHA) Operations Product Service Code: S299 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 1004	Material Handling Equipment (MHE) Support for Inventories Product Service Code: S299 Pricing Arrangement: Firm Fixed Price	16	Hours		
Option Line Item 1005	Custodial Services Product Service Code: S299 Pricing Arrangement: Firm Fixed Price	12	Months		
	Snow and Ice Removal				

Option Line Item 1006	Product Service Code: S299 Pricing Arrangement: Firm Fixed Price	20	Hours		
Option Line Item 2001	Shelf Stocking Services (Includes overwrites between 0% and 4%, IAW para 4.3.3.2.1.2. of the PWS) Product Service Code: S299 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 2002	Inventory Preparation Product Service Code: S299 Pricing Arrangement: Firm Fixed Price	100	Hours		
Option Line Item 2003	RECEIVING/STORAGE/HOLDING AREA (RSHA) Operations Product Service Code: S299 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 2004	Material Handling Equipment (MHE) Support for Inventories Product Service Code: S299 Pricing Arrangement: Firm Fixed Price	16	Hours		
Option Line Item 2005	Custodial Services Product Service Code: S299 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 2006	Snow and Ice Removal Product Service Code: S299 Pricing Arrangement: Firm Fixed Price	20	Hours		
Option Line Item 3001	Shelf Stocking Services (Includes overwrites between 0% and 4%, IAW para 4.3.3.2.1.2. of the PWS) Product Service Code: S299 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 3002	Inventory Preparation Product Service Code: S299 Pricing Arrangement: Firm Fixed Price	100	Hours		
Option Line Item 3003	RECEIVING/STORAGE/HOLDING AREA (RSHA) Operations Product Service Code: S299 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 3004	Material Handling Equipment (MHE) Support for Inventories Product Service Code: S299 Pricing Arrangement: Firm Fixed Price	16	Hours		
Option Line Item 3005	Custodial Services Product Service Code: S299 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 3006	Snow and Ice Removal Product Service Code: S299 Pricing Arrangement: Firm Fixed Price	20	Hours		

Option Line Item 4001	Shelf Stocking Services (Includes overwrites between 0% and 4%, IAW para 4.3.3.2.1.2. of the PWS) Product Service Code: S299 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 4002	Inventory Preparation Product Service Code: S299 Pricing Arrangement: Firm Fixed Price	100	Hours		
Option Line Item 4003	RECEIVING/STORAGE/HOLDING AREA (RSHA) Operations Product Service Code: S299 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 4004	Material Handling Equipment (MHE) Support for Inventories Product Service Code: S299 Pricing Arrangement: Firm Fixed Price	16	Hours		
Option Line Item 4005	Custodial Services Product Service Code: S299 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 4006	Snow and Ice Removal Product Service Code: S299 Pricing Arrangement: Firm Fixed Price	20	Hours		

Description/Specifications/Statement of Work

PWS

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.

Requirements

Shelf Stocking, Receiving, Storage, and Holding Area, and Custodial Services at the Memphis NSA Commissary

Packaging and Marking

Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Acceptance Location Acceptance Destination Instructions: See DFARS Clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS for Inspection and Acceptance Instructions. DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES Kimberly Reed Email: Kimberly.Reed@deca.mil Telephone: 901-407-6546 Ext. 3001	Inspection Location Inspection Other Instructions: See DFARS Clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS for Inspection and Acceptance Instructions. DoDAAC: HQC008 CountryCode: USA DEFENSE COMMISSARY AGENCY COMMERCIAL SERVICES CONTRACTING DIV, 1300 EISENHOWER AVE ATTN DECA AMC FORT LEE, VA 23801 UNITED STATES Jessica Hellams Email: jessica.hellams@deca.mil Telephone: (804)734-8000 ext. 48983
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Option Line Item 1001	Acceptance Location Acceptance Destination Instructions: See DFARS Clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS for Inspection and Acceptance Instructions. DoDAAC: HQC008 CountryCode: USA DEFENSE COMMISSARY AGENCY COMMERCIAL SERVICES CONTRACTING DIV, 1300 EISENHOWER AVE ATTN DECA AMC FORT LEE, VA 23801 UNITED STATES Kimberly Reed Email: jessica.hellams@deca.mil Telephone: 901-407-6546 Ext. 3001	Inspection Location Inspection Other Instructions: See DFARS Clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS for Inspection and Acceptance Instructions. DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES Jessica Hellams Email: jessica.hellams@deca.mil Telephone: (804)734-8000 ext. 48983
Option Line Item 1002	Acceptance Location Acceptance Destination	Inspection Location Inspection Other

	Instructions: See DFARS Clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS for Inspection and Acceptance Instructions. DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES Kimberly Reed Email: Kimberly.Reed@deca.mil Telephone: 901-407-6546 Ext. 3001	Instructions: See DFARS Clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS for Inspection and Acceptance Instructions. DoDAAC: HQC008 CountryCode: USA DEFENSE COMMISSARY AGENCY COMMERCIAL SERVICES CONTRACTING DIV, 1300 EISENHOWER AVE ATTN DECA AMC FORT LEE, VA 23801 UNITED STATES Jessica Hellams Email: jessica.hellams@deca.mil Telephone: (804)734-8000 ext. 48983
Option Line Item 1003	Acceptance Location Acceptance Destination Instructions: See DFARS Clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS for Inspection and Acceptance Instructions. DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES Kimberly Reed Email: Kimberly.Reed@deca.mil Telephone: 901-407-6546 Ext. 3001	Inspection Location Inspection Other Instructions: See DFARS Clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS for Inspection and Acceptance Instructions. DoDAAC: HQC008 CountryCode: USA DEFENSE COMMISSARY AGENCY COMMERCIAL SERVICES CONTRACTING DIV, 1300 EISENHOWER AVE ATTN DECA AMC FORT LEE, VA 23801 UNITED STATES Jessica Hellams Email: jessica.hellams@deca.mil Telephone: (804)734-8000 ext. 48983
Option Line Item 1004	Acceptance Location Acceptance Destination Instructions: See DFARS Clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS for Inspection and Acceptance Instructions. DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES Kimberly Reed Email: Kimberly.Reed@deca.mil Telephone: 901-407-6546 Ext. 3001	Inspection Location Inspection Other Instructions: See DFARS Clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS for Inspection and Acceptance Instructions. DoDAAC: HQC008 CountryCode: USA DEFENSE COMMISSARY AGENCY COMMERCIAL SERVICES CONTRACTING DIV, 1300 EISENHOWER AVE ATTN DECA AMC FORT LEE, VA 23801 UNITED STATES Jessica Hellams Email: jessica.hellams@deca.mil Telephone: (804)734-8000 ext. 48983
Option Line Item 1005	Acceptance Location Acceptance Destination Instructions: See DFARS Clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS for Inspection and Acceptance Instructions. DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES Kimberly Reed Email: Kimberly.Reed@deca.mil Telephone: 901-407-6546 Ext. 3001	Inspection Location Inspection Other Instructions: See DFARS Clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS for Inspection and Acceptance Instructions. DoDAAC: HQC008 CountryCode: USA DEFENSE COMMISSARY AGENCY COMMERCIAL SERVICES CONTRACTING DIV, 1300 EISENHOWER AVE ATTN DECA AMC FORT LEE, VA 23801 UNITED STATES Jessica Hellams Email: jessica.hellams@deca.mil Telephone: (804)734-8000 ext. 48983

Option Line Item 1006	Acceptance Location Acceptance Destination Instructions: See DFARS Clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS for Inspection and Acceptance Instructions. DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES Kimberly Reed Email: Kimberly.Reed@deca.mil Telephone: 901-407-6546 Ext. 3001	Inspection Location Inspection Other Instructions: See DFARS Clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS for Inspection and Acceptance Instructions. DoDAAC: HQC008 CountryCode: USA DEFENSE COMMISSARY AGENCY COMMERCIAL SERVICES CONTRACTING DIV, 1300 EISENHOWER AVE ATTN DECA AMC FORT LEE, VA 23801 UNITED STATES Jessica Hellams Email: jessica.hellams@deca.mil Telephone: (804)734-8000 ext. 48983
Option Line Item 2001	Acceptance Location Acceptance Destination Instructions: See DFARS Clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS for Inspection and Acceptance Instructions. DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES Kimberly Reed Email: Kimberly.Reed@deca.mil Telephone: 901-407-6546 Ext. 3001	Inspection Location Inspection Other Instructions: See DFARS Clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS for Inspection and Acceptance Instructions. DoDAAC: HQC008 CountryCode: USA DEFENSE COMMISSARY AGENCY COMMERCIAL SERVICES CONTRACTING DIV, 1300 EISENHOWER AVE ATTN DECA AMC FORT LEE, VA 23801 UNITED STATES Jessica Hellams Email: jessica.hellams@deca.mil Telephone: (804)734-8000 ext. 48983
Option Line Item 2002	Acceptance Location Acceptance Destination Instructions: See DFARS Clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS for Inspection and Acceptance Instructions. DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES Kimberly Reed Email: Kimberly.Reed@deca.mil Telephone: 901-407-6546 Ext. 3001	Inspection Location Inspection Other Instructions: See DFARS Clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS for Inspection and Acceptance Instructions. DoDAAC: HQC008 CountryCode: USA DEFENSE COMMISSARY AGENCY COMMERCIAL SERVICES CONTRACTING DIV, 1300 EISENHOWER AVE ATTN DECA AMC FORT LEE, VA 23801 UNITED STATES Jessica Hellams Email: jessica.hellams@deca.mil Telephone: (804)734-8000 ext. 48983
Option Line Item 2003	Acceptance Location Acceptance Other Instructions: See DFARS Clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS for Inspection and Acceptance Instructions. DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES Kimberly Reed	Inspection Location Inspection Destination Instructions: See DFARS Clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS for Inspection and Acceptance Instructions. DoDAAC: HQC008 CountryCode: USA DEFENSE COMMISSARY AGENCY COMMERCIAL SERVICES CONTRACTING DIV, 1300 EISENHOWER AVE ATTN DECA AMC FORT LEE, VA 23801 UNITED STATES

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Option Line Item 2004	Acceptance Location Acceptance Destination Instructions: See DFARS Clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS for Inspection and Acceptance Instructions. DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES Kimberly Reed Email: Kimberly.Reed@deca.mil Telephone: 901-407-6546 Ext. 3001	Inspection Location Inspection Other Instructions: See DFARS Clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS for Inspection and Acceptance Instructions. DoDAAC: HQC008 CountryCode: USA DEFENSE COMMISSARY AGENCY COMMERCIAL SERVICES CONTRACTING DIV, 1300 EISENHOWER AVE ATTN DECA AMC FORT LEE, VA 23801 UNITED STATES Jessica Hellams Email: jessica.hellams@deca.mil Telephone: (804)734-8000 ext. 48983
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Option Line Item 3004	Acceptance Location Acceptance Destination Instructions: See DFARS Clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS for Inspection and Acceptance Instructions. DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES Jessica Hellams Email: jessica.hellams@deca.mil Telephone: (804)734-8000 ext. 48983	Inspection Location Inspection Other Instructions: See DFARS Clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS for Inspection and Acceptance Instructions. DoDAAC: HQC008 CountryCode: USA DEFENSE COMMISSARY AGENCY COMMERCIAL SERVICES CONTRACTING DIV, 1300 EISENHOWER AVE ATTN DECA AMC FORT LEE, VA 23801 UNITED STATES Jessica Hellams Email: jessica.hellams@deca.mil Telephone: (804)734-8000 ext. 48983
Option Line Item 3005	Acceptance Location Acceptance Destination Instructions: See DFARS Clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS for Inspection and Acceptance Instructions. DoDAAC: HQCSJ9	Inspection Location Inspection Other Instructions: See DFARS Clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS for Inspection and Acceptance Instructions. DoDAAC: HQC008

	CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES Kimberly Reed Email: Kimberly.Reed@deca.mil Telephone: 901-407-6546 Ext. 3001	CountryCode: USA DEFENSE COMMISSARY AGENCY COMMERCIAL SERVICES CONTRACTING DIV, 1300 EISENHOWER AVE ATTN DECA AMC FORT LEE, VA 23801 UNITED STATES Jessica Hellams Email: jessica.hellams@deca.mil Telephone: (804)734-8000 ext. 48983
Option Line Item 3006	Acceptance Location Acceptance Destination Instructions: See DFARS Clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS for Inspection and Acceptance Instructions. DoDAAC: HQC008 CountryCode: USA DEFENSE COMMISSARY AGENCY COMMERCIAL SERVICES CONTRACTING DIV, 1300 EISENHOWER AVE ATTN DECA AMC FORT LEE, VA 23801 UNITED STATES Kimberly Reed Email: Kimberly.Reed@deca.mil Telephone: 901-407-6546 Ext. 3001	Inspection Location Inspection Other Instructions: See DFARS Clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS for Inspection and Acceptance Instructions. DoDAAC: HQC008 CountryCode: USA DEFENSE COMMISSARY AGENCY COMMERCIAL SERVICES CONTRACTING DIV, 1300 EISENHOWER AVE ATTN DECA AMC FORT LEE, VA 23801 UNITED STATES Jessica Hellams Email: jessica.hellams@deca.mil Telephone: (804)734-8000 ext. 48983
Option Line Item 4001	Acceptance Location Acceptance Destination Instructions: See DFARS Clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS for Inspection and Acceptance Instructions. DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES Kimberly Reed Email: Kimberly.Reed@deca.mil Telephone: 901-407-6546 Ext. 3001	Inspection Location Inspection Other Instructions: See DFARS Clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS for Inspection and Acceptance Instructions. DoDAAC: HQC008 CountryCode: USA DEFENSE COMMISSARY AGENCY COMMERCIAL SERVICES CONTRACTING DIV, 1300 EISENHOWER AVE ATTN DECA AMC FORT LEE, VA 23801 UNITED STATES Jessica Hellams Email: jessica.hellams@deca.mil Telephone: (804)734-8000 ext. 48983
Option Line Item 4002	Acceptance Location Acceptance Destination Instructions: See DFARS Clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS for Inspection and Acceptance Instructions. DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES Kimberly Reed Email: Kimberly.Reed@deca.mil Telephone: 901-407-6546 Ext. 3001	Inspection Location Inspection Other Instructions: See DFARS Clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS for Inspection and Acceptance Instructions. DoDAAC: HQC008 CountryCode: USA DEFENSE COMMISSARY AGENCY COMMERCIAL SERVICES CONTRACTING DIV, 1300 EISENHOWER AVE ATTN DECA AMC FORT LEE, VA 23801 UNITED STATES Jessica Hellams Email: jessica.hellams@deca.mil Telephone: (804)734-8000 ext. 48983
Option Line Item 4003	Acceptance Location Acceptance Destination Instructions: See DFARS Clause 252.232-7006 WIDE AREA	Inspection Location Inspection Other Instructions: See DFARS Clause 252.232-7006 WIDE AREA

	WORKFLOW PAYMENT INSTRUCTIONS for Inspection and Acceptance Instructions. DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES Kimberly Reed Email: Kimberly.Reed@deca.mil Telephone: 901-407-6546 Ext. 3001	WORKFLOW PAYMENT INSTRUCTIONS for Inspection and Acceptance Instructions. DoDAAC: HQC008 CountryCode: USA DEFENSE COMMISSARY AGENCY COMMERCIAL SERVICES CONTRACTING DIV, 1300 EISENHOWER AVE ATTN DECA AMC FORT LEE, VA 23801 UNITED STATES Jessica Hellams Email: jessica.hellams@deca.mil Telephone: (804)734-8000 ext. 48983
Option Line Item 4004	Acceptance Location Acceptance Destination Instructions: See DFARS Clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS for Inspection and Acceptance Instructions. DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES Kimberly Reed Email: Kimberly.Reed@deca.mil Telephone: 901-407-6546 Ext. 3001	Inspection Location Inspection Other Instructions: See DFARS Clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS for Inspection and Acceptance Instructions. DoDAAC: HQC008 CountryCode: USA DEFENSE COMMISSARY AGENCY COMMERCIAL SERVICES CONTRACTING DIV, 1300 EISENHOWER AVE ATTN DECA AMC FORT LEE, VA 23801 UNITED STATES Jessica Hellams Email: jessica.hellams@deca.mil Telephone: (804)734-8000 ext. 48983
Option Line Item 4005	Acceptance Location Acceptance Destination Instructions: See DFARS Clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS for Inspection and Acceptance Instructions. DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES Kimberly Reed Email: Kimberly.Reed@deca.mil Telephone: 901-407-6546 Ext. 3001	Inspection Location Inspection Other Instructions: See DFARS Clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS for Inspection and Acceptance Instructions. DoDAAC: HQC008 CountryCode: USA DEFENSE COMMISSARY AGENCY COMMERCIAL SERVICES CONTRACTING DIV, 1300 EISENHOWER AVE ATTN DECA AMC FORT LEE, VA 23801 UNITED STATES Jessica Hellams Email: jessica.hellams@deca.mil Telephone: (804)734-8000 ext. 48983
Option Line Item 4006	Acceptance Location Acceptance Destination Instructions: See DFARS Clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS for Inspection and Acceptance Instructions. DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES Kimberly Reed Email: Kimberly.Reed@deca.mil Telephone: 901-407-6546 Ext. 3001	Inspection Location Inspection Other Instructions: See DFARS Clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS for Inspection and Acceptance Instructions. DoDAAC: HQC008 CountryCode: USA DEFENSE COMMISSARY AGENCY COMMERCIAL SERVICES CONTRACTING DIV, 1300 EISENHOWER AVE ATTN DECA AMC FORT LEE, VA 23801 UNITED STATES Jessica Hellams Email: jessica.hellams@deca.mil Telephone: (804)734-8000 ext. 48983

Deliveries or Performance

Line Item	Delivery Schedule	Quantity	Address and POC
0001	Period of Performance From 01 Jan 2027 To 31 Dec 2027	12 Months	Place of Performance DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES
0002	Period of Performance From 01 Jan 2027 To 31 Dec 2027	100 Hours	Place of Performance DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES
0003	Period of Performance From 01 Jan 2027 To 31 Dec 2027	12 Months	Place of Performance DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES
0004	Period of Performance From 01 Jan 2027 To 31 Dec 2027	16 Hours	Place of Performance DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES
0005	Period of Performance From 01 Jan 2027	12 Months	Place of Performance DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES

	To 31 Dec 2027		
0006	Period of Performance From 01 Jan 2027 To 31 Dec 2027	20 Hours	Place of Performance DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES
Option Line Item 1001	Period of Performance From 01 Jan 2028 To 31 Dec 2028	12 Months	Place of Performance DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES
Option Line Item 1002	Period of Performance From 01 Jan 2028 To 31 Dec 2028	100 Hours	Place of Performance DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES
Option Line Item 1003	Period of Performance From 01 Jan 2028 To 31 Dec 2028	12 Months	Place of Performance DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES
Option Line Item 1004	Period of Performance From 01 Jan 2028 To 31 Dec 2028	16 Hours	Place of Performance DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES
		12 Months	Place of Performance

Option Line Item 1005	Period of Performance From 01 Jan 2028 To 31 Dec 2028		DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES
Option Line Item 1006	Period of Performance From 01 Jan 2028 To 31 Dec 2028	20 Hours	Place of Performance DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES
Option Line Item 2001	Period of Performance From 01 Jan 2029 To 31 Dec 2029	12 Months	Place of Performance DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES
Option Line Item 2002	Period of Performance From 01 Jan 2029 To 31 Dec 2029	100 Hours	Place of Performance DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES
Option Line Item 2003	Period of Performance From 01 Jan 2029 To 31 Dec 2029	12 Months	Place of Performance DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES
		16 Hours	Place of Performance DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY

Option Line Item 2004	Period of Performance From 01 Jan 2029 To 31 Dec 2029		COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES
Option Line Item 2005	Period of Performance From 01 Jan 2029 To 31 Dec 2029	12 Months	Place of Performance DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES
Option Line Item 2006	Period of Performance From 01 Jan 2029 To 31 Dec 2029	20 Hours	Place of Performance DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES
Option Line Item 3001	Period of Performance From 01 Jan 2030 To 31 Dec 2030	12 Months	Place of Performance DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES
Option Line Item 3002	Period of Performance From 01 Jan 2030 To 31 Dec 2030	100 Hours	Place of Performance DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES
Option Line Item 3003		12 Months	Place of Performance DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES

	Period of Performance From 01 Jan 2030 To 31 Dec 2030		
Option Line Item 3004	Period of Performance From 01 Jan 2030 To 31 Dec 2030	16 Hours	Place of Performance DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES
Option Line Item 3005	Period of Performance From 01 Jan 2030 To 31 Dec 2030	12 Months	Place of Performance DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES
Option Line Item 3006	Period of Performance From 01 Jan 2030 To 31 Dec 2030	20 Hours	Place of Performance DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES
Option Line Item 4001	Period of Performance From 01 Jan 2031 To 31 Dec 2031	12 Months	Place of Performance DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES
Option Line Item 4002	Period of Performance From 01 Jan 2031 To 31 Dec 2031	100 Hours	Place of Performance DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES

Option Line Item 4003	Period of Performance From 01 Jan 2031 To 31 Dec 2031	12 Months	Place of Performance DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES
Option Line Item 4004	Period of Performance From 01 Jan 2031 To 31 Dec 2031	16 Hours	Place of Performance DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES
Option Line Item 4005	Period of Performance From 01 Jan 2031 To 31 Dec 2031	12 Months	Place of Performance DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES
Option Line Item 4006	Period of Performance From 01 Jan 2031 To 31 Dec 2031	20 Hours	Place of Performance DoDAAC: HQCSJ9 CountryCode: USA NAS MEMPHIS COMMISSARY COMMISSARY RESALE STORE, 7428 SAMPLE DR MILLINGTON, TN 38054-6067 UNITED STATES

Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	Dec 1991		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		

DFARS Clauses Incorporated by Full Text

252.232-7006 Wide Area WorkFlow Payment Instructions. (Jan 2023)

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

- (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.

Not Applicable

(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 2 in 1

- (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 financing, submit a commercial financing request.
- (2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.
- (3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

--	--

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	<u>HQ0866</u>
Issue By DoDAAC	<u>HQC008</u>
Admin DoDAAC	<u>HQC008</u>
Inspect By DoDAAC	<u>HQC008</u>
Ship To Code	<u>HQCSJ9</u>
Ship From Code	_____
Mark For Code	<u>Not Applicable</u>
Service Approver (DoDAAC)	<u>HQCSJ9</u>
Service Acceptor (DoDAAC)	<u>HQCSJ9</u>
Accept at Other DoDAAC	<u>Not Applicable</u>
LPO DoDAAC	<u>Not Applicable</u>
DCAA Auditor DoDAAC	<u>Not Applicable</u>
Other DoDAAC(s)	<u>Not Applicable</u>

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

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

(g) *WAWF point of contact.*

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

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

(End of clause)

Special Contract Requirements

Contract Clauses

Addendum to 52.212-4 Terms and Conditions--Commercial Products and Commercial Services.

(a) Definitions. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights--

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(c) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties. The following Special Terms and Conditions, Workload Variation changes applies:

(1) General. The shelf stocking and Receiving, Storage, and Holding Area (RSHA) estimated quantities provided in this contract are based upon historical data. These estimates may fluctuate due to operational factors, including, but not limited to: distribution fill rates; palletization practices; variations in product packaging (e.g., sleeves, inner packs); seasonal demand; and other conditions beyond the Government's control. To the best of the Government's ability, such factors have been incorporated into the estimates. Accordingly, variation in workload is expected over the course of the contract period.

(2) Impact of Workload Variation. If the actual workload deviates by more than 15.00% from the estimated annual quantities provided in this contract, the contractor shall be entitled to request an equitable adjustment to the contract price in accordance with the procedures set forth below. The Government will evaluate such requests in good faith and, if validated, may issue a modification to reflect the adjusted pricing.

(3) Equitable Adjustment for Significant Workload Variability.

(i) An equitable adjustment may be initiated by the Government or requested by the contractor if the actual quantity of merchandise delivered to or stocked by the contractor deviates by more than 15.00% above or below the estimated annual quantities for shelf stocking and RSHA identified in the performance work statement.

(ii) If the contractor initiates the request for equitable adjustment, it shall be submitted in writing to the Government no later than 30 calendar days after completion of the annual period of performance. The request must include the following:

(A) Documentation showing the actual workload performed including: shelf stocking logs, receiving reports, and timekeeping records;

(B) A comparison demonstrating the deviation exceeds the 15.00% threshold;

(C) The impact on labor and resources; and

(D) A cost breakout reflecting the revised level of effort, using the same format submitted during proposal.

(iii) The Government will evaluate the REA using available records, request any additional documentation necessary, and, if determined appropriate, issue a bilateral modification for adjustment.

(iv) The equitable adjustment shall not be based upon actual incurred costs. The following standardized methodology will be used to calculate the adjustment:

(A) Verification of actual workload using either or both Government or contractor records, as determined by the Government;

(B) Comparison of estimated vs. actual quantities of merchandise delivered or stocked;

(C) Recalculation of labor hours based on the Government-accepted Direct/Indirect Labor Summary;

(D) Input of revised labor hours into the contractor's cost breakout;

(E) Calculation of a revised monthly price;

(F) Determination of the difference between the original and revised monthly price; and

(G) Calculation of the total price adjustment due to the contractor over the impacted period.

(v) The use of this standardized methodology does not waive the Government's right to request consideration or to negotiate any aspect of the proposed adjustment, including labor hours, rates, or overhead allocations.

(4) No Adjustment for Minor Variations. Variations equal to or less than 15.00% of the estimated annual workload shall be considered normal and shall not constitute grounds for an equitable adjustment under these special contract requirements. The 15.00% threshold shall be calculated independently for merchandise delivered and merchandise stocked. Deviations shall be rounded to the nearest hundredth of a percent for threshold determination.

(5) Continuation of Work. The contractor shall continue performance in accordance with the contract, as directed by the Government, pending resolution of any request for equitable adjustment. See (e) Disputes.

(6) Severability. If any term of this clause is held to be invalid or unenforceable, then such term shall be struck and severed from this clause, and the remaining terms shall remain in full force and effect.

(e) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with FAR 52.212-4(e). The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall--

- (1) Notify the Contracting Officer in writing as soon as possible;
- (2) Remedy the delay as quickly as possible; and
- (3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable;

(D) Contractor point of contact; and

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(5) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by FAR part 33 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a termination for cause.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon--

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered under this contract are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services;
- (2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) Other contract clauses incorporated in the solicitation or contract;
- (4) Addenda to this solicitation or contract;
- (5) Solicitation provisions incorporated in the solicitation;
- (6) Other paragraphs of this clause;
- (7) Other documents, exhibits, and attachments; and
- (8) The specification.

(s) Unauthorized obligations.

- (1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:
- (i) Any such clause is unenforceable against the Government.
 - (ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
 - (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

- (2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.
- (t) Comptroller General examination of record. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This clause does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(u) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-3	Gratuities.	Apr 1984		
52.203-6	Restrictions on Subcontractor Sales to the Government.	Jun 2020		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-13	System for Award Management Maintenance.	Oct 2018		
52.204-18	Commercial and Government Entity Code Maintenance.	Aug 2020		
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities.	Dec 2023		
52.204-91	Contractor Identification. (Deviation 2026-O0038)	Feb 2026		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded	Jan 2025		
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations.	Nov 2015		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation)	Feb 2026		
52.219-6	Notice of Total Small Business Set-Aside.	Nov 2020		
52.219-8	Utilization of Small Business Concerns.	Jan 2025		
52.219-27	Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program.	Feb 2024		
52.222-3	Convict Labor.	Jun 2003		
52.222-19	Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-O0038)	Mar 2026		
52.222-37	Employment Reports on Veterans.	Jun 2020		
52.222-40	Notification of Employee Rights Under the National Labor Relations Act.	Dec 2010		
52.222-41	Service Contract Labor Standards.	Aug 2018		
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts).	Aug 2018		
52.222-50	Combating Trafficking in Persons.	Oct 2025		
52.222-54	Employment Eligibility Verification.	Jan 2025		
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026.	Jan 2022		
52.222-62	Paid Sick Leave Under Executive Order 13706.	Jan 2022		
52.223-5	Pollution Prevention and Right-to-Know Information.	May 2024		
52.223-10	Waste Reduction Program. (DEVIATION 2025-O0004)	Mar 2025	Deviation 2025-O0004	Mar 2025
52.223-23	Sustainable Products and Services. (DEVIATION 2025-O0004)	Feb 2026	Deviation 2025-O0004	Mar 2025
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.204-7003	Control of Government Personnel Work Product.	Apr 1992		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)	May 2024	Deviation 2024-O0013	May 2024
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	Jan 2023		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.205-7000	Provision of Information to Cooperative Agreement Holders.	Oct 2024		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		
252.225-7048	Export-Controlled Items.	Jun 2013		
252.225-7051	Prohibition on Acquisition of Certain Foreign Commercial Satellite Services.	Dec 2022		
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	May 2024		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023		
252.225-7967	Prohibition Regarding Russian Fossil Fuel Business Operations (Deviation 2024-O0006, Revision 1)	Feb 2024	Deviation 2024-O0006	Feb 2024
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jan 2023		
252.243-7002	Requests for Equitable Adjustment.	Dec 2022		
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	Nov 2023		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

52.217-8 Option to Extend Services. (Nov 1999)

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 within 30 days of contract expiration[insert the period of time within which the Contracting Officer may exercise the option].

(End of clause)

52.217-9 Option to Extend the Term of the Contract. (Mar 2000)

Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30[insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days[60days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

52.219-14	Limitations on Subcontracting (DEVIATION 2021-O0008)	(Feb 2026)	Deviation 2021-O0008	(Feb 2023)
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LIMITATIONS ON SUBCONTRACTING (FEB 2023) (DEVIATION 2021-00008)

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

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

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

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

(c) *Applicability.* This clause applies only to--

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

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

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

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.219-28 Postaward Small Business Program Rerepresentation.

(Jan 2025)

POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JAN 2025)

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

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

Small business concern-

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause.

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

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

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

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

(3) For long-term contracts-

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

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

(c) If the Contractor represented its status as any of the small business concerns identified at 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, for the NAICS code assigned to an order (except that paragraphs (c)(1) through (3) of this clause do not apply to an order issued under a Federal Supply Schedule contract at subpart 8.4)-

(1) Set aside exclusively for a small business concern identified at 19.000(a)(3) that is issued under an unrestricted multiple-award contract, unless the order is issued under the reserved portion of an unrestricted multiple-award contract (e.g., an order set aside for a woman-owned small business under a multiple-award contract that is not set-aside, unless the order is issued under the reserved portion of the multiple-award contract);

(2) Issued under a multiple-award contract set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying multiple-award contract (e.g., an order set aside for a HUBZone small business concern under a multiple-award contract that is set aside for small businesses);

(3) Issued under the part of the multiple-award contract that is set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying set-aside part of the multiple-award contract (e.g., an order set aside for a WOSB concern under the part of the multiple-award contract that is partially set aside for small businesses); and

(4) When the Contracting Officer explicitly requires it for an order issued under a multiple-award contract, including for an order issued under a Federal Supply Schedule contract (see 8.405-5(b) and 19.301-2(b)(2)).

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

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

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

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

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

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraphs (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 officer in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

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

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

- (1) The Contractor represents that it ☐ is, ☐ is not a small business concern under ____ NAICS Code assigned to ____ contract number.
- (2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.
- (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) joint venture eligible under the WOSB Program. The Contractor represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: ____.]
- (5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: ____.]
- (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) Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program. The Contractor represents that it ☐ is, ☐ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: ____.]
- (9) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that-
- (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and
- (ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

(End of clause)

52.222-42 Statement of Equivalent Rates for Federal Hires.

(May 2014)

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 5 332.

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage-Fringe Benefits
21140, Store Worker I	WG -1/2 \$15.63
11150, Janitor	WG-2/2, \$16.41
21020, Forklift Operator	WG-5/2, \$21.28
21050, Material Handling Laborer	W/G 2/2, \$16.41
21410, Warehouse Specialist	WG-5/2, \$21.28

_____	_____
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(End of clause)

DFARS Clauses Incorporated by Full Text

252.232-7007 Limitation of Government's Obligation.

(Apr 2014)

LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) TBD is/are incrementally funded. For this/these item(s), the sum of \$ TBD of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract	\$ _____
(month) (day), (year) _____	\$ _____
(month) (day), (year) _____	\$ _____
(month) (day), (year) _____	\$ _____

(End of clause)

List of Attachments

<u>DOCUMENT</u>	<u>DATE</u>	<u>Pages</u>
Attachment 1 - Memphis NSA Commissary - Performance Work Statement	10/28/2025	49
Attachment 2 - Wage Determination No: 2015-4673, Rev 32	7/30/2026	11
Attachment 3 - Volume I Section B and Cost Breakout		
Attachment 4 - Volume II Direct and Indirect Labor Summary (DILS)		
Attachment 5- Volume III Past Performance Information		

Number	Attachment Name	Attachment Description	Reference Identifier	Date	Line Item
01	Attachment 1- Performance Work Statement dated 10_28_2025	Performance Work Statement		28 Oct 2025	
02	Attachement 2-WD No. 2015-4673 Rev 32 dated 7-30-26	Wage Determination		30 Jul 2026	
03	Attachment 3- Volume I Section B and Cost Breakout-	Proposal		14 Aug 2026	
04	Attachment 4- Colume II Direct and Indirect Labor Summary (DILS)	Volume II Direct and Indirect Labor Summary (DILS)		13 Jul 2026	
05	Attachment 5-Past Performance Information	Past Performance Information		13 Jul 2026	

Representations, Certification, & Other Statements

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		
252.225-7966	Prohibition Regarding Russian Fossil Fuel Business Operations-Representation (Deviation 2024-O0006, Revision 1)	Mar 2024	Deviation 2024-O0006	Mar 2024

FAR Clauses Incorporated by Full Text

52.204-90 Offeror Identification. (Deviation 2026-O0038) (Feb 2026)

OFFEROR IDENTIFICATION (FEB 2026) (DEVIATION 2026-O0038)

If the Offeror will not have an active Federal Government contracts registration in the System for Award Management (<https://www.sam.gov>) when submitting its offer, it shall complete paragraphs (c) and (d) of this provision and include its responses with its offer.

(a) *Definitions.* As used in this provision-

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

Common parent means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures).

Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.

Taxpayer Identification Number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.

Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

(b) *Unique entity identifier (UEI).*

(1) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

(2) If the Offeror does not have a UEI, it shall go to <https://www.sam.gov> to obtain one. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI.

(c) *Taxpayer identification.* The Offeror shall provide with its offer the following information that is necessary to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and the implementing IRS regulations:

(1) Taxpayer identification number (TIN)

☐ TIN: _____;

☐ TIN has been applied for; or

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

- ☐ Offeror is an agency or instrumentality of a foreign government; or
- ☐ Offeror is an agency or instrumentality of the Federal Government.

(2) *Type of organization.*

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4; or
- ☐ Other.

(3) *Common parent.*

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision; or
- ☐ Name and TIN of common parent:

Name: _____

TIN: _____

(4) The TIN provided in paragraph (c)(1) of this provision may be matched with IRS records to verify the accuracy of the Offeror's TIN. The Government may use the TIN to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)).

(d) Commercial and Government Entity (CAGE) code.

(1) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its offer. The CAGE code shall be for that name and location address. Insert the word "CAGE" before the code. The Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is...	Then...
Located in the United States or its outlying areas	Submit a request to the DLA CAGE Branch via https://cage.dla.mil
Located outside the United States and its outlying areas and its country is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)
Located outside the United States and its outlying areas and its country is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(2) The Offeror shall provide the CAGE code and legal business name (Do not use a "doing business as" name) for-

- (i) Its immediate owner(s), if any;
- (ii) Its highest-level owner, if any; and

(iii) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.

Owner Type	CAGE Code	Legal Business Name
Immediate owner	_____	_____
Highest-level owner	_____	_____
Predecessor*	_____	_____

* Predecessor CAGE code may be marked "Unknown."

(3) If the Offeror has more than one immediate owner (such as a joint venture), give the information for each owner (or joint venture participant). If the Offeror has more than one predecessor, provide information for each predecessor in reverse chronological order.

(End of provision)

52.229-11 Tax on Certain Foreign Procurements-Notice and Representation.

(Jun 2020)

TAX ON CERTAIN FOREIGN PROCUREMENTS-NOTICE AND REPRESENTATION (JUN 2020)

(a) *Definitions.* As used in this provision-

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area of the United States.

United States person as defined in 26 U.S.C. 7701(a)(30) means

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and
- (5) Any trust if-
 - (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
 - (ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror may claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that

- (1) It ☐ is ☐ is not a foreign person; and
- (2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that-I am claiming on the IRS Form W-14 ☐ a full exemption, or ☐ partial or no exemption [Offeror must select one] from the excise tax.
- (e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then-
 - (1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the IRS as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of provision)

DFARS Clauses Incorporated by Full Text

252.204-7016 Covered Defense Telecommunications Equipment or Services-Representation.

(Dec 2019)

COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (DEC 2019)

(a) *Definitions.* As used in this provision, "covered defense telecommunications equipment or services" has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered defense telecommunications equipment or services".

(c) *Representation.* The Offeror represents that it ☐ does, ☐ does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.

(May 2021)

PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) *Definitions.* "Covered defense telecommunications equipment or services," "covered mission," "critical technology," and "substantial or essential component," as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) *Prohibition.* Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) *Representation.* If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it ☐ will ☐ will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) *Disclosures.* If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

Instructions, Conditions, & Notices to Offerors or Quoters

Addendum to 52.212-1 Instructions to Offerors--Commercial Products and Commercial Services. (Deviation)

INSTRUCTIONS TO OFFERORS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

(a) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include--

- (1) The solicitation number;
- (2) The name, address, telephone number of the Offeror;
- (3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;
- (4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(i) The Defense Commissary Agency uses Microsoft Office Suite applications (e.g., Word, Excel, etc.). Solicitation documents are developed using these applications.

(A) If an offeror is unable to open a solicitation document, the offeror should contact:

Jessica.Hellams@deca.mil

Jessica.Rivera-Umipeg@deca.mil

(B) An offeror's proposal must be compatible with these applications. An offer or any part of an offer that cannot be opened using these applications will not be evaluated.

(C) The following attachments have been provided in the electronic format as stated below.

- (1) Attachment 3 Pricing Schedule and Cost Breakout XLSX
- (2) Attachment 4 Direct and Indirect Labor Summary XLSX
- (3) Attachment 5 Past Performance Information DOCX

(D) Some attachments have protected formats and cells, however the necessary inputs are unprotected and maybe changed as needed adequately reflect your proposal. Formulas are included where appropriate to automatically generate various computations. The offeror is ultimately responsible for the accuracy of all calculations.

(ii) The Offeror shall submit the proposal via the following electronic media: Solicitation module located within the Procurement Integrated Enterprise Environment (PIEE) at <https://piee.eb.mil>.

(A) A vendor registration guide for contractors on how to set up accounts in the system has been posted to the Defense Pricing and Contracting website at: https://www.acq.osd.mil/dpap/pdi/eb/docs/PIEE/PIEE_Solicitation_Module_Vendor_Access_Instructions.pdf.

(B) Further training for the Solicitation module is available at: <https://piee.eb.mil/wbt>

(iii) Submit proposals in three distinctly severable parts - Volume I (Solicitation Sections and Cost Breakout); Volume II (Technical Capability and Direct & Indirect Labor Summary); and Volume III (Past Performance Information).

(A) Volume Consistency: Ensure information and statements on similar topics (e.g., work hours and productivity rates) are consistent throughout the proposal.

(B) Compliance: Proposals that fail to comply with content or format requirements may be rejected without further evaluation.

(C) Site Visit: Offerors are strongly encouraged to visit the Memphis NSA Commissary, the location where performance will occur. Failure to visit the Memphis NSA Commissary shall not constitute grounds for any claim or request for equitable adjustment after contract award.

(1) A formal site visit is scheduled for Tuesday August 25, 2026 at 1100 Local Time

(2) Registration Point of Contact (POC): Please contact the below POC in advance to register for attendance and for any base access:
Kimberly Reed, Commissary Officer
Memphis NSA Commissary
Building South 782
Millington, Tennessee 38054, United States
Kimberly.Reed@deca.mil,

(3) Courtesy Copy POCs: Please courtesy copy (cc) the following when requesting to attend:
jessica.rivera-umipeg@deca.mil
jessica.Hellams@deca.mil

(D) Questions are due to the following POCs by close of business (COB) Friday August 14, 2026.
jessica.rivera-umipeg@deca.mil
jessica.Hellams@deca.mil

(iv) Volume I Solicitation Sections and Cost Breakout shall include:

(A) Standard Form 1449 and Standard Form 30: Completed and signed by an authorized representative.

(B) Attachment 3 - Cost Breakout Spreadsheet:

- (1) Provide details of proposed costs in accordance with document instructions. Annual totals shall be consistent with all other documents in your proposal.
- (2) Provide a loaded wage rate for each labor category.
- (3) If proposed prices will be different in option years than the base year, the different prices only need to be annotated in the option years on the pricing schedule tab.

(v) Volume II - Technical Capability and Direct & Indirect Labor Summary:

(A) Page Limits and Formatting:

- (1) Volume II is limited to 40 pages, not including the Direct & Indirect Labor Summary. Pages shall be numbered sequentially beginning with page one.
- (2) Beginning with the first page, only the number of pages up to the specified limit will be considered. Pages in excess of the number specified will not be evaluated.
- (3) A "page" is defined as a single-sided 8.5 x 11 inch sheet. Text shall be no smaller than 10-point font with one-inch margins.

(B) Section 1: Technical Capability. The Technical Capability proposal shall address:

- (1) Staffing Plan and Proposed Production Rates: The proposal must demonstrate a clear understanding of the labor mix and hours required to successfully execute all PWS tasks.
- (2) Shelf Stocking Procedures: The methodology for executing shelf stocking, including the feasibility of replenishment schedules, the ability to handle peak-period surges, and the effectiveness of stock rotation and accuracy protocols.
- (3) Receiving, Storage, Holding Area (RSHA) Operations: Describe methods for offloading, transporting, segregating, and storing merchandise; Managing and loading pallets; Maintaining warehouse organization according to the Government's plan; Ensuring proper stock rotation; Providing assistance during hazardous food recalls; and Providing physical support and MHE assistance for Government-conducted formal inventories, and safety protocols.
- (4) Custodial Service Plan: Describe floor care plan and schedule, General cleaning and sanitation methodology, Deep Cleaning Program, Safety and Supply management.
- (5) Quality Control Plan Approach: Outline the inspection system, audit frequency, and specific processes for identifying, documenting, and implementing corrective actions.
- (6) Proposals which copy or paraphrase PWS standards without providing a specific method for performance will be rejected without further consideration.

(C) Section 2: Attachment 4 - Direct & Indirect Labor Summary:

- (1) Enter all requested data. Ensure data agrees with Section (B)(1) above.
- (2) Inconsistent data or mathematical errors may lead to a proposal being determined ineligible for award.

(vi) Volume III - Past Performance Information:

(A) Recency and Relevance:

- (1) Recent is defined as completed in the last three years or in process.
- (2) Relevant is defined as past performance of similar scope, magnitude, and complexity to include retail grocery or large-scale commissary environments.

(B) Submission Requirements:

- (1) Submit Attachment 5 for each reference. Narrative is limited to one (1) page per reference.
- (2) Provide three (3) references for contracts.
- (3) Newly formed entities shall submit references for key personnel demonstrating recent and relevant performance.

(C) Authorization Letters: Each reference shall be accompanied by a single-sided authorization letter. These letters do not count toward the one-page limit for Attachment 5.

(5) Responses to provisions that require Offeror completion of representations and certifications; and

(6) A statement specifying the extent of agreement with all terms and conditions of the solicitation.

(b) Period for acceptance of offers. The Offeror agrees to hold the prices in its offer firm for 180 calendar days.

(c) Late submissions, modifications, revisions, and withdrawals of offers. (Omitted for brevity, standard FAR language applies).

(d) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct negotiations, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) Debriefings. If a post award debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.
- (3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award.
- (5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	Jan 2017		
52.204-7	System for Award Management.	Nov 2024		
52.204-16	Commercial and Government Entity Code Reporting.	Aug 2020		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		

FAR Clauses Incorporated by Full Text

52.252-5 Authorized Deviations in Provisions. (Nov 2020)

Authorized Deviations in Provisions (Nov 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

DFARS Clauses Incorporated by Full Text

252.215-7008 Only One Offer. (Dec 2022)

ONLY ONE OFFER (DEC 2022)

(a) *Cost or pricing data requirements.* After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offer was received, the Offeror agrees to-

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable (10 U.S.C. 3705) or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 3702 and FAR 15.403-3); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-1(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

(b) *Canadian Commercial Corporation.* If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with DFARS 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable ____ [*U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification*].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) *Subcontracts.* Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)

Evaluation Factors for Award

52.212-2 Evaluation-Commercial Products and Commercial Services. (Deviation) (Feb 2026)

Evaluation-Commercial Products and Commercial Services (Feb 2026) (Deviation)

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

BASIS FOR AWARD: Using the tradeoff process, award will be made to the responsible offeror whose offer conforming to the solicitation will provide the best value to the Government considering the factors set forth below. The process permits tradeoffs among cost or price and non-cost factors and allows the Government to accept other than the lowest priced proposal or other than the highest technically rated offeror. Of the three evaluation factors, past performance and technical capability, when combined, are approximately equal to price.

FACTOR 1: TECHNICAL CAPABILITY

For the Technical Capability Factor, subfactors are listed in descending order of importance. Ratings will not be assigned at the subfactor level.

(1) Staffing Plan and Proposed Production Rates: The Government will evaluate the feasibility and effectiveness of the proposed staffing matrix and production rates.

A successful proposal must demonstrate a clear understanding of the labor mix and hours required to successfully execute all PWS tasks.

(2) Shelf Stocking Procedures: The Government will evaluate the Offeror's methodology for executing shelf stocking requirements. Evaluation will focus on the feasibility of replenishment schedules, the ability to handle peak-period surges, and the effectiveness of stock rotation and accuracy protocols.

(3) Receiving, Storage, and Holding Area (RSHA) Operations: The Government will evaluate the Offeror's described methods for offloading, transporting, segregating, and storing merchandise; Managing and loading pallets; Warehouse Management; Ensuring proper stock rotation; Providing assistance during hazardous food recalls; and Providing physical support and MHE assistance for Government-conducted formal inventories. The proposal must demonstrate the Offeror's understanding of these RSHA requirements and its ability to perform these functions in an organized, safe, and efficient manner.

(4) Custodial Services Plan: The Government will evaluate the Offeror's comprehensive plan for performing all custodial services required by the Performance Work Statement (PWS). The evaluation will include the Offeror's general cleaning and sanitation methodology; floor care plan and schedule; deep cleaning methodology and proposed frequency; and safety and supply management procedures.

The proposal must demonstrate a clear understanding of the full scope of custodial requirements and present a realistic, effective, and fully scheduled plan to maintain a safe, clean, and sanitary environment without disrupting commissary operations.

(5) Quality Control Plan Approach: The Government will evaluate the Offeror's internal inspection system, the proposed frequency of audits, and the specific processes for identifying, documenting, and implementing corrective actions. A successful proposal must demonstrate a proactive and effective approach to ensure all PWS standards are consistently maintained.

FACTOR 2: PAST PERFORMANCE (Performance Confidence Assessment)

Sources of Past Performance Information for evaluation are as follows:

(a) Past performance information may be provided by the offeror using the attached Past Performance Information form (Attachment 5);

(b) Past performance information may be obtained from questionnaires tailored to the circumstances of the acquisition; and

(c) Past performance information may be obtained from any other sources available to the Government, to include, but not limited to, the Contractor Performance Assessment Reporting System (CPARS), Supplier Performance Risk System (SPRS), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), or other databases; the Defense Contract Management Agency; and interviews with Program Managers, Contracting Officers, and Fee Determining Officials.

Performance Confidence Assessment: The past performance confidence assessment rating is based on the offeror's overall record of recency, relevancy, and quality of performance. The performance confidence assessment is the ONLY evaluation rating for the past performance factor.

Recency is defined as being performed in the last three years.

Relevant is defined as past performance is of similar scope and magnitude.

Quality: The Government will evaluate the offeror's record of meeting contract requirements, the effectiveness of their previous quality control programs, and their responsiveness to customer-identified deficiencies on prior efforts.

FACTOR 3: PRICE

For the purpose of award, the Government will evaluate the total price for the base period and all option periods. The total price will be evaluated for reasonableness using one or more price analysis techniques identified in FAR 15.404-1(b). In addition, the Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or option periods. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government. The evaluation of options does not obligate the Government to exercise the option(s).

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(c) Notice of award. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.217-5	Evaluation of Options.	Feb 2026		