
From: Jason Tudor <jason@ponderfullc.com>
Sent: Wednesday, November 27, 2024 5:44 AM
To: foia@deca.mil
Subject: Re: Freedom of Information Act Request

I am following up on this request.

From: Jason Tudor
Sent: Thursday, October 17, 2024 3:01:31 PM
To: foia@deca.mil <foia@deca.mil>
Subject: Freedom of Information Act Request

I am requesting a copy of the Conformed contract documents for the entire term, to current date, of the contract: **MATERIAL HANDLING EQUIPMENT PREVENTIVE MAINTENANCE AND REPAIR SERVICES FORT BUCHANAN PUERTO RICO**
Fort Buchanan/ HDEC0421C0019

Please let me know if you have any questions.

Jason Tudor
President

(954) 507-7283
P.O. Box 24302
Oakland Park, Florida 33307
<http://www.ponderfullc.com>

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER HQCSKU116963		PAGE 1 OF 59	
2. CONTRACT NO. HDEC0421C0019		3. AWARD/EFFECTIVE DATE 16-Jul-2021		4. ORDER NUMBER		5. SOLICITATION NUMBER HDEC0421R0011	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME WILLIE L. MOYE				b. TELEPHONE NUMBER (No Collect Calls) 804-734-8000 EXT 48643	
8. OFFER DUE DATE/LOCAL TIME 04:00 PM 08 Jun 2021							
9. ISSUED BY DEFENSE COMMISSARY AGENCY SUPPLY & EQUIPMENT DIVISION BUILDING P 11200 1300 E AVENUE FORT LEE VA 23801-1800 TEL: FAX: (804) 734-8269/8886		CODE HDEC04		10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☒ SET ASIDE: 100 % FOR: ☒ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ☐ HUBZONE SMALL BUSINESS ☐ ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ EDWOSB NAICS: 811310 SIZE STANDARD: \$8,000,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☒ SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ☐		13b. RATING	
15. DELIVER TO FORT BUCHANAN COMMISSARY 689 N TERMINAL ROAD FORT BUCHANAN PR 00934-4576		CODE HQCSKU		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/ OFFEROR ALLIANCE WORLDWIDE DISTRIBUTING LLC KENNETH BILES 601 WEST FORD VALLEY ROAD KNOXVILLE TN 37920-5845 TELEPHONE NO. 210-722-5693		CODE 5X4X0		FACILITY CODE		18a. PAYMENT WILL BE MADE BY DEFENSE FINANCE ACCOUNTING SERVICE-DFAS DFAS COLUMBUS PO BOX 182314 COLUMBUS OH 43218-2317	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER ☐		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$24,900.00	
☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED ☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED							
☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				☒ 29. AWARD OF CONTRACT: REF. HDEC0421R0011 OFFER DATED <u>06-Sep-2021</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) KATHY P. PULLEN / CONTRACTING OFFICER TEL: 804-734-8000 X.52860 EMAIL: Kathy.Pullen@deca.mil		31c. DATE SIGNED 16-Jul-2021	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 59	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN ☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER ☐ PARTIAL ☐ FINAL		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	
37. CHECK NUMBER					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Fort Buchanan Commissary MHE FFP Preventive Maintenance (PM) and Repair of Material Handling Equipment Base Year: August 1, 2021 - July 31, 2022 PMs shall include: labor, parts, expendables, fluids, and trip charges to perform the requirements listed in the PM checklist. See Performance Work Statement (PWS) attached. The contractor is responsible for capturing costs to complete the administrative process of manpower reporting. See PWS attached.				\$0.00
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Time - Unscheduled Maint/Repairs-Buchana T&M Hourly Rate The Quantity represents a ceiling, not to exceed amount. LABOR SCHEDULE Category: 23000 - Mechanics and Maintenance Repair Occupations Rate Title: Electronics Technician Maintenance I Rate: 15.80 Sub-Category: 23181 FOB: Destination PURCHASE REQUEST NUMBER: HQCSKU116963 J039	90	Hours	\$55.00	\$4,950.00
TOT ESTIMATED PRICE					\$4,950.00
CEILING PRICE					\$4,950.00
ACRN AA CIN: HQCSKU1169630001					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Materials - Ft Buchanan T&M This is NOT a priced CLIN. The Quantity represents a ceiling, not to exceed amount where DeCA will pay actual costs for parts as evidenced by supplier invoice for direct materials and supplies used to accomplish preventive maintenance and repair services.	15,000	Each	\$1.00	\$15,000.00
	LABOR SCHEDULE				
	Category: 23000 - Mechanics and Maintenance Repair Occupations Rate Title: Electronics Technician Maintenance I Rate: 15.80 Sub-Category: 23181				
	FOB: Destination PURCHASE REQUEST NUMBER: HQCSKU116963 J039				
				TOT ESTIMATED PRICE	\$15,000.00
				CEILING PRICE	
	ACRN AA CIN: HQCSKU1169630002				\$15,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	Trip Charge - Unscheduled Maint/Repair FFP Round trip from contractor's business to commissary and return. FOB: Destination PURCHASE REQUEST NUMBER: HQCSKU116963 J039	10	Each	\$25.00	\$250.00
				NET AMT	\$250.00
	ACRN AA CIN: HQCSKU1169630003				\$250.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	1R05-A, Electric Pallet Jack-Ft Buchanan FFP Semi-Annual Preventive Maintenance FOB: Destination PURCHASE REQUEST NUMBER: HQCSKU116963 J039	14	Each	\$95.00	\$1,330.00
NET AMT					\$1,330.00
ACRN AA CIN: HQCSKU1169630004					\$1,330.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	1R06, Electric Forklift - Ft Buchanan FFP Semi-Annual Preventive Maintenance FOB: Destination PURCHASE REQUEST NUMBER: HQCSKU116963 J039	4	Each	\$95.00	\$380.00
NET AMT					\$380.00
ACRN AA CIN: HQCSKU1169630005					\$380.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	1R12-A, Propane Forklift - Ft Buchanan FFP Semi-Annual Preventive Maintenance FOB: Destination PURCHASE REQUEST NUMBER: HQCSKU116963 J039	4	Each	\$95.00	\$380.00
NET AMT					\$380.00
ACRN AA CIN: HQCSKU1169630006					\$380.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG	1R13, Order Selector - Ft Buchanan FFP Semi-Annual Preventive Maintenance FOB: Destination PURCHASE REQUEST NUMBER: HQCSKU116963 J039	30	Each	\$87.00	\$2,610.00
NET AMT					\$2,610.00
ACRN AA CIN: HQCSKU1169630007					\$2,610.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Fort Buchanan Commissary MHE FFP Preventive Maintenance (PM) and Repair of Material Handling Equipment Option Year One: August 1, 2022 - July 31, 2023 PMs shall include: labor, parts, expendables, fluids, and trip charges to perform the requirements listed in the PM checklist. See Performance Work Statement (PWS) attached. The contractor is responsible for capturing costs to complete the administrative process of manpower reporting. See PWS attached.				\$0.00
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AA OPTION	Time - Unscheduled Maint/Repairs-Buchana T&M Hourly Rate The Quantity represents a ceiling, not to exceed amount. LABOR SCHEDULE Category: 23000 - Mechanics and Maintenance Repair Occupations Rate Title: Electronics Technician Maintenance I Rate: 15.80 Sub-Category: 23181 FOB: Destination J039	90	Hours	\$55.00	\$4,950.00
TOT ESTIMATED PRICE CEILING PRICE					\$4,950.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AB		15,000	Each	\$1.00	\$15,000.00
OPTION	Materials - Ft Buchanan T&M This is NOT a priced CLIN. The Quantity represents a ceiling, not to exceed amount where DeCA will pay actual costs for parts as evidenced by supplier invoice for direct materials and supplies used to accomplish preventive maintenance and repair services. LABOR SCHEDULE Category: 23000 - Mechanics and Maintenance Repair Occupations Rate Title: Electronics Technician Maintenance I Rate: 15.80 Sub-Category: 23181 FOB: Destination J039				
				TOT ESTIMATED PRICE CEILING PRICE	\$15,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AC		10	Each	\$25.00	\$250.00
OPTION	Trip Charge - Unscheduled Maint/Repair FFP Round trip from contractor's business to commissary and return. FOB: Destination J039				
				NET AMT	\$250.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AD		14	Each	\$95.00	\$1,330.00
OPTION	1R05-A, Electric Pallet Jack-Ft Buchanan FFP Semi-Annual Preventive Maintenance FOB: Destination J039				

NET AMT	\$1,330.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AE		4	Each	\$95.00	\$380.00
OPTION	1R06, Electric Forklift - Ft Buchanan FFP Semi-Annual Preventive Maintenance FOB: Destination J039				

NET AMT	\$380.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AF		4	Each	\$95.00	\$380.00
OPTION	1R12-A, Propane Forklift - Ft Buchanan FFP Semi-Annual Preventive Maintenance FOB: Destination J039				

NET AMT	\$380.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AG		30	Each	\$87.00	\$2,610.00
OPTION	1R13, Order Selector - Ft Buchanan				
	FFP				
	Semi-Annual Preventive Maintenance				
	FOB: Destination				
	J039				
NET AMT					\$2,610.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001					\$0.00
OPTION	Fort Buchanan Commissary MHE				
	FFP				
	Preventive Maintenance (PM) and Repair of Material Handling Equipment				
	Option Year Two: August 1, 2023 - July 31, 2024				
	PMs shall include: labor, parts, expendables, fluids, and trip charges to perform the requirements listed in the PM checklist. See Performance Work Statement (PWS) attached.				
	The contractor is responsible for capturing costs to complete the administrative process of manpower reporting. See PWS attached.				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AA		90	Hours	\$55.00	\$4,950.00
OPTION	Time - Unscheduled Maint/Repairs-Buchana				
	T&M				
	Hourly Rate				
	The Quantity represents a ceiling, not to exceed amount.				
LABOR SCHEDULE					
Category: 23000 - Mechanics and Maintenance Repair Occupations					
Rate Title: Electronics Technician Maintenance I					
Rate: 15.80					
Sub-Category: 23181					
FOB: Destination					
J039					
TOT ESTIMATED PRICE					\$4,950.00
CEILING PRICE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AB		15,000	Each	\$1.00	\$15,000.00
OPTION	Materials - Ft Buchanan T&M This is NOT a priced CLIN. The Quantity represents a ceiling, not to exceed amount where DeCA will pay actual costs for parts as evidenced by supplier invoice for direct materials and supplies used to accomplish preventive maintenance and repair services.				
LABOR SCHEDULE					
Category: 23000 - Mechanics and Maintenance Repair Occupations					
Rate Title: Electronics Technician Maintenance I					
Rate: 15.80					
Sub-Category: 23181					
FOB: Destination					
J039					
TOT ESTIMATED PRICE					\$15,000.00
CEILING PRICE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AC		10	Each	\$25.00	\$250.00
OPTION	Trip Charge - Unscheduled Maint/Repair FFP Round trip from contractor's business to commissary and return. FOB: Destination J039				

NET AMT	\$250.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AD		14	Each	\$95.00	\$1,330.00
OPTION	1R05-A, Electric Pallet Jack-Ft Buchanan FFP Semi-Annual Preventive Maintenance FOB: Destination J039				

NET AMT	\$1,330.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AE		4	Each	\$95.00	\$380.00
OPTION	1R06, Electric Forklift - Ft Buchanan FFP Semi-Annual Preventive Maintenance FOB: Destination J039				

NET AMT	\$380.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AF OPTION	1R12-A, Propane Forklift - Ft Buchanan FFP Semi-Annual Preventive Maintenance FOB: Destination J039	4	Each	\$95.00	\$380.00

NET AMT \$380.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AG OPTION	1R13, Order Selector - Ft Buchanan FFP Semi-Annual Preventive Maintenance FOB: Destination J039	30	Each	\$87.00	\$2,610.00

NET AMT \$2,610.00

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	N/A	N/A	N/A	N/A
0001AA	POP 01-AUG-2021 TO 31-JUL-2022	N/A	FORT BUCHANAN COMMISSARY 689 N TERMINAL ROAD FORT BUCHANAN PR 00934-4576 787-707-2087 FOB: Destination	HQCSKU
0001AB	POP 01-AUG-2021 TO 31-JUL-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCSKU

0001AC POP 01-AUG-2021 TO 31-JUL-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCSKU
0001AD POP 01-AUG-2021 TO 31-JUL-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCSKU
0001AE POP 01-AUG-2021 TO 31-JUL-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCSKU
0001AF POP 01-AUG-2021 TO 31-JUL-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCSKU
0001AG POP 01-AUG-2021 TO 31-JUL-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCSKU
1001 N/A	N/A	N/A	N/A
1001AA POP 01-AUG-2022 TO 31-JUL-2023	N/A	FORT BUCHANAN COMMISSARY 689 N TERMINAL ROAD FORT BUCHANAN PR 00934-4576 787-707-2087 FOB: Destination	HQCSKU
1001AB POP 01-AUG-2022 TO 31-JUL-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCSKU
1001AC POP 01-AUG-2022 TO 31-JUL-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCSKU
1001AD POP 01-AUG-2022 TO 31-JUL-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCSKU
1001AE POP 01-AUG-2022 TO 31-JUL-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCSKU
1001AF POP 01-AUG-2022 TO 31-JUL-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCSKU
1001AG POP 01-AUG-2022 TO 31-JUL-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCSKU
2001 N/A	N/A	N/A	N/A
2001AA POP 01-AUG-2023 TO 31-JUL-2024	N/A	FORT BUCHANAN COMMISSARY 689 N TERMINAL ROAD FORT BUCHANAN PR 00934-4576 787-707-2087 FOB: Destination	HQCSKU
2001AB POP 01-AUG-2023 TO 31-JUL-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCSKU
2001AC POP 01-AUG-2023 TO 31-JUL-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCSKU

2001AD POP 01-AUG-2023 TO 31-JUL-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCSKU
2001AE POP 01-AUG-2023 TO 31-JUL-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCSKU
2001AF POP 01-AUG-2023 TO 31-JUL-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCSKU
2001AG POP 01-AUG-2023 TO 31-JUL-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCSKU

ACCOUNTING AND APPROPRIATION DATA

AA: 012191 097 8164 000 N R 6400 21_EQUIP_MAINT_SUR 21_PREVENTATIVE MAINT DECA 257
AMOUNT: \$24,900.00

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001AA	HQCSKU1169630001	\$4,950.00
	0001AB	HQCSKU1169630002	\$15,000.00
	0001AC	HQCSKU1169630003	\$250.00
	0001AD	HQCSKU1169630004	\$1,330.00
	0001AE	HQCSKU1169630005	\$380.00
	0001AF	HQCSKU1169630006	\$380.00
	0001AG	HQCSKU1169630007	\$2,610.00

CLAUSES INCORPORATED BY REFERENCE

52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	JUL 2018
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2020
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2020
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2018
52.219-28	Post-Award Small Business Program Rerepresentation	NOV 2020
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2020

52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-43	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 2020
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2014
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.223-3	Hazardous Material Identification And Material Safety Data	FEB 2021
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-10	Waste Reduction Program	MAY 2011
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.223-20	Aerosols	JUN 2016
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	AUG 2012
52.232-18	Availability Of Funds	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.245-1	Government Property	JAN 2017
52.245-9	Use And Charges	APR 2012
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.216-7009	Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding	SEP 2013
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7001	Buy American And Balance Of Payments Program-- Basic	DEC 2017
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2017
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7007	Limitation Of Government's Obligation	APR 2014
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	JAN 2021
252.245-7003	Contractor Property Management System Administration	APR 2012

252.245-7004 Reporting, Reutilization, and Disposal
252.246-7008 Sources of Electronic Parts

DEC 2017
MAY 2018

CLAUSES INCORPORATED BY FULL TEXT

52.204-4500 INSTALLATION ACCESS REQUIREMENTS (JAN 31 2012)

The contractor shall be responsible for ensuring full compliance with all installation access procedures. Installation access includes, but is not limited to, obtaining applicable installation passes and inspections for vehicles and personnel. Contractor employees may also be subject to background security checks/clearances in order to obtain credentials for passes. Some installations are using programs, such as RAPIDGate, which may result in a cost to the contractor. Any costs associated with such programs or with obtaining passes, will not be reimbursed separately and should be included in the contractor's proposed pricing for the product or services being acquired.

The following paragraphs have been changed/added to FAR 52.212-4 Terms and Conditions – Commercial Items.

(c) Changes: Administrative Modifications-

The government may issue unilateral written modifications that do not affect the substantive rights of the parties. Examples of administrative modifications are corrections in the payment office address or changes to the accounting and appropriation data. Contract modifications will be issued and accessed through the Electronic Document Access System (EDA) via Procurement Integrated Enterprise Environment (PIEE) <https://piee.eb.mil/piee-landing>. Contractors must complete the on-line registration available at the website in order to retrieve documents displayed there.

(g) Invoice: Procedures-

All invoices shall be submitted electronically to DFAS Columbus via Wide Area WorkFlow (WAWF) in accordance with DFARS clause 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (DEC 2018). The contract will require the type of invoice to be used as "Invoice and Receiving Report (COMBO)". Separate invoices shall be created for each location and service call.

The contractor must access the WAWF Vendor Tools on the DFAS website and complete the requirements to obtain an active WAWF account. This will allow the contractors to submit invoices via WAWF so that payments can be processed electronically through EFT.

(i) Payment: Procedures-

Contract payments will be processed electronically via EFT through the Defense Finance and Accounting Service (DFAS). Prior to DFAS releasing any contract payment, the contractor must submit a proper invoice using Wide Area Work Flow (WAWF) electronic commerce. After a proper invoice is received, a Government representative will acknowledge acceptance and receipt. After all items are properly submitted, the contract payment will be processed via DFAS electronically.

Payment status can be obtained by checking the Misc Info Tab on your invoice in WAWF and on the MyInvoice link via [Procurement Integrated Enterprise Environment \(PIEE\) https://piee.eb.mil/piee-landing](https://piee.eb.mil/piee-landing).

Payment Inquiries: Payment questions can be addressed by calling DFAS – Columbus, OH Customer Service at 800-756-4571, Opt 2, Opt 2.

If you need technical assistance on WAWF, contact: Ogden Help Desk, 866-618-5988, Opt 2, Opt 3

For additional WAWF information, see clause 252.232-7003, ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018).

(q) Other Compliances: Labor Poster Information-

Clause at 52.222-41, Service Contract Act of 1965, as amended, is applicable to the services performed under this contract. The contractor is responsible for obtaining and posting the following publications available at <http://www.dol.gov/compliance/topics/posters.htm>

1. Employee Rights on Government Contracts (WHD Publication 1313)
2. Employee Rights under Fair Labor Standards Act (WHD Publication 1088)
3. Equal Employment Opportunity is the Law (OFCCP 1420)

If you are unable to obtain a copy of the applicable posters at the above web site, please contact the Contract Administrator identified on page one of this award document.

52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (OCT 2018) ALTERNATE I (JAN 2017)

When a time-and-materials or labor-hour contract is contemplated, substitute the following paragraphs (a), (e), (i), (l), and (m) for those in the basic clause.

(a) Inspection/Acceptance.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. ____ (Insert portion of labor rate attributable to profit.)

(5) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) 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.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes, as amended (41 U.S.C. 601-613). 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 the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) Materials means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: ____ (Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule); and

(E) Indirect costs specifically provided for in this clause.

(iv) Subcontract means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(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 such as, 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. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(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) Payments.

(1) Work performed. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: ____ (Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'.)

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.. The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: ____ (Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None').

(2) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and

documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an 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; and

(D) Contractor point of contact.

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

(6)(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, and then at the rate applicable for each six month period as established 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 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(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 32.607-2).

(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 default termination.

(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 prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) 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.

(9) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) 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.

(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 hereunder 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 an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that 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 that 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 written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i) Payments of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (a)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, 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 hereunder 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) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) 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; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) 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 Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at [52.212-5](#).
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The [Standard Form 1449](#).
- (8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Reserved.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(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 (u)(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.

(v) 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)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2018-O0021) (JAN 2021)

(a) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(b)(1) Notwithstanding the requirements of any other clauses of this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b) (1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xiii)(A) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor MAY include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of expiration of the contract period of performance.

(End of clause)

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed base and 2 option years.

(End of clause)

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

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

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

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

(b) Applicability. This clause applies only to—

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

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

(c) General.

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

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

(d) Agreement.

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

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

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

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

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

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

(End of clause)

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

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

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

(End of clause)

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

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

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

Commissary	County	Employee Class	Monetary Wage-Fringe Benefits
Fort Buchanan	San Juan	23181 – Electronic Technician Maintenance I	WG/08-1, \$15.81
Fort Buchanan	San Juan	23182 – Electronic Technician Maintenance II	WG/09-1, \$16.70

(End of clause)

52.222-4503 CONSOLIDATED WAGE DETERMINATION (APR 2020)

The DOL wage determinations required for this solicitation and any resulting contract are incorporated by reference with full force and effect as required by FAR 52.222-41, Service Contract Labor Standards, (for commercial items see FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items, paragraph (c)(2)). The applicable wage determinations are listed in the attached consolidated wage determination. If there is any discrepancy between the consolidated wage determination and the

Department of Labor (DOL) wage determination (WD), the DOL WD shall prevail. Copies of the applicable WD are available at beta.SAM.gov. If you are unable to obtain a copy of the WD from this site, please contact the issuing office identified in Block 9 of the SF 1449 or Block 7 of the SF 33.

(End Clause)

52.228-4500 LIABILITY TO THIRD PERSONS (APR 1997)

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

52.228-4501 VEHICLE OPERATION AND INSURANCE (DEC 2001)

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

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

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

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

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

52.228-4502 OTHER INSURANCE REQUIREMENTS (OCT 1995)

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

(1) Workmen's Compensation: As required by law of the U.S. Territory of **Puerto Rico**.

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

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

(b) The use in this solicitation or contract of any **Defense Acquisition Regulations (48 CFR Chapter 2)** clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

“Nomenclature” means—

- (i) The combination of a Government-assigned type designation and an approved item name;
- (ii) Names assigned to kinds and groups of products; or
- (iii) Formal designations assigned to products by customer or supplier (such as model number or model type, design differentiation, or specific design series or configuration).

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

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

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

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

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

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

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

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

(2) Beginning January 1, 2014, report—

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

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

- (1) Contractor-acquired property;
- (2) Property under any statutory leasing authority;
- (3) Property to which the Government has acquired a lien or title solely because of partial, advance, progress, or performance-based payments;

(4) Intellectual property or software;

(5) Real property; or

(6) Property released for work in process.

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

(1) Received/Sent (shipped) date.

(2) Status code.

(3) Accountable Government contract number.

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

(5) Mark record.

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

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

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

(iv) Added or removed code/flag.

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

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

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

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

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

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

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

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

(g) Procedures for updating the IUID Registry.

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

(i) Received by the Contractor;

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

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

(iv) Disposed of; or

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

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

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

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

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

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)

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

Contract financing payment means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

(1) Contract financing payments include--

(i) Advance payments;

(ii) Performance-based payments;

(iii) Commercial advance and interim payments;

(iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;

(v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.

(2) Contract financing payments do not include--

(i) Invoice payments;

(ii) Payments for partial deliveries; or

(iii) Lease and rental payments.

Electronic form means any automated system that transmits information electronically from the initiating system to affected systems.

Invoice payment means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

(1) Invoice payments include--

(i) Payments for partial deliveries that have been accepted by the Government;

(ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;

(iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.

(2) Invoice payments do not include contract financing payments.

Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

Receiving report means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

(b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order.

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:

(1) Electronic Data Interchange.

(2) Secure File Transfer Protocol.

(3) Direct input through the WAWF website.

(d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when-

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- (1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;
- (2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);
- (3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or
- (4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.
- (e) Information regarding WAWF is available at <https://wawf.eb.mil/>.
- (f) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall use the following document type(s).

Submit “COMBO” invoices in WAWF and attach all supporting documentation.

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

HQCSKU – Fort Buchanan Commissary

(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*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0866
Issue By DoDAAC	HDEC04
Admin DoDAAC	HDEC04
Inspect By DoDAAC	See Item 2 Above
Ship To Code	See Item 2 Above
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	See Item 2 Above
Service Acceptor (DoDAAC)	See Item 2 Above
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

N/A

(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.

N/A

For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

**IMPORTANT INFORMATION FREEDOM
OF INFORMATION ACT (FOIA)**

**SOLICITATION AND CONTRACTS FOIA AND
POSTING NOTICE**

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

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

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

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

ADDENDUM TO FAR 52.212-2
EVALUATION – COMMERCIAL ITEMS

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation is the lowest priced, technically acceptable (LPTA) to the Government.

The evaluation criteria consist of three (3) evaluation factors: Technical, Past Performance and Price. To receive consideration for award, a rating of "Acceptable" must be achieved for the Technical factors and rating of "Acceptable" for the Past Performance factors. For each proposal found to be eligible for award, price will become the determining factor for making the award.

The LPTA process is appropriate when best value is expected to result from selection of the technically acceptable proposal with the lowest evaluated price. The LPTA process does not permit tradeoffs between price and non-price factors (FAR 15.101-2).

- Evaluation factors and sub-factors shall be the primary determinant of the detailed information requested in the solicitation's instructions to offerors.

- If sub-factors are used, they are to be evaluated separately.
- Factors and sub-factors shall be evaluated on an acceptable or unacceptable basis.
- All LPTA shall evaluate cost/price and acceptability of the product/service.

1. Evaluation Factors: Offerors proposals will be evaluated against the following factors:

Factor 1 – Technical Acceptability of Service
 Sub-factor 1.1 – Performance Proposal
 Sub-factor 1.2 – Technician Experience

Factor 2 – Past Performance
 Sub-factor 2.1 – Service Timeliness
 Sub-factor 2.2 – Repair History
 Sub-factor 2.3 – Customer Satisfaction

Factor 3 – Cost/Price

1.1 Factor 1: Technical Acceptability of Service

Submission Requirement:

Sub-factor 1.1: Performance Proposal

1. Offeror must provide a brief narrative, not to exceed 3 pages that demonstrate the offerors ability to provide the services detailed in the Performance Work Statement (PWS) and Preventive Maintenance (PM) task list. The narrative must be written in a clear, concise method, describing precisely how the offeror proposes to perform the requirements.

Minimum Requirement: Offeror must provide a brief narrative explaining how they will perform the standards prescribed in section 3 of the PWS.

Sub-factor 1.2: Technician Experience

2. Offeror must explain how service technicians have a sound mechanical aptitude, ability and extensive working knowledge of troubleshooting, diagnosing and repairing the equipment listed in the PWS section 1.2 paragraph E.

Minimum Requirement: Offeror possesses evidence that service technicians have the training or experience to perform repair(s) of equipment listed in PWS section 1.2 paragraph E.

Technical Acceptability: Technical factors and sub-factors that match the specific evaluation criteria for the RFP and assess whether the offeror's proposal will satisfy the Government's minimum requirements. Technical acceptability will be based on a scale of acceptable or unacceptable.

Technical Acceptable / Unacceptable Ratings	
All factors and sub-factors must receive an "acceptable" rating in order to be considered for award	
Rating	Description
Acceptable	Proposal meets the minimum requirements of the solicitation.
Unacceptable	Proposal does not meet the minimum requirements of the solicitation.

1.2 Factor 2: Past Performance

Submission Requirement:

The contractor is required to submit at least five (5) references from companies that they have conducted business with for services that are similar to those listed in this solicitation within the last three (3) years. Do NOT submit references from DeCA Commissaries or Headquarters, as that data will already be included in the Contractor Performance Assessment Reporting System (CPARS).

Past performance will be rated on an acceptable or unacceptable basis. A past performance questionnaire with the following questions will be submitted to the references provided.

Sub-factor 2.1: Service Timeliness

1. How is this offeror rated regarding their timeliness in responding and completing work/repair requests?
2. Do reports/surveys indicate that the offeror is responsive regarding customer's questions or additional information concerning work performed?

Sub-factor 2.2: Repair History

1. What is this company's success rate of completing work/repair request on first time visits?

Sub-factor 2.3: Customer Satisfaction

1. How did the offeror rate in overall business relations and customer satisfaction?
2. Do reports/surveys indicate that company would select this offeror again if they were given the opportunity?

Past Performance evaluation results in an assessment of the offeror's probability of meeting the solicitation requirements. The past performance evaluation considers each offeror's demonstrated recent and relevant record of performance in supplying products and services that meet the contract's requirements.

Past Performance Acceptable / Unacceptable Ratings	
Rating	Description
Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown.
Unacceptable	Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

1.3 Factor 3: Cost/Price

Submission Requirement:

Each offer must submit a fixed price for preventative maintenance services for each equipment category. The contractor must also submit fixed labor rate for repairs.

Each offeror must submit:

- Time – a fixed hourly labor rate for repairs Enterprise Wide Contractor Manpower Reporting (eCMRA) – Offerors should include the cost as part of your overall pricing submitted for base and option years)
- Materials – This is not a priced CLIN, it is a predetermined amount where DeCA will pay actual costs for materials as evidenced by supplier invoice for direct materials and supplies used to accomplish repair services.
- PM – a firm-fixed price for preventive maintenance services for each equipment category
- Trip Charge – a firm-fixed price for a round trip from Contractor's business to commissary and return. The number of estimated trips is for evaluation purposes only and are not to be construed as guaranteed quantities.

Evaluation criteria

Time	Hourly Rate * Estimated Hours	= Evaluated Price
Materials		= Predetermined by DeCA
PM	PM Rate * Quantity	= Evaluated Price
Trip Charge	Contractor Rate * Estimated Trips	= Evaluated Price

	Sum of All of the Above	= Total Evaluated Price Per Year
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The above process will determine the total evaluated price per year for one location. The sum of the total evaluated price for the base and all option years for all locations will determine the total value for each proposal.

Award will be made to the responsible offeror(s) whose offer, conforming to the solicitation, provides the Lowest Price Technically Acceptable offer.

ONLY ONE AWARD IS POSSIBLE. THE GOVERNMENT RESERVES THE RIGHT TO AWARD WITHOUT DISCUSSIONS.

PERFORMANCE WORK STATEMENT

Maintenance and Repair of Material Handling Equipment (MHE)

1 Introduction

Maintenance and Repair of Material Handling Equipment (MHE) at various Defense Commissary Agency (DeCA) locations.

1.1 Scope

Provide Preventive Maintenance (PM) and unscheduled repair of MHE, as identified, located at DeCA commissaries and/or Central Distribution Centers (CDC).

1.2 Definitions

A. Contractor: The party to a contract who is responsible for providing the contracted services.

B. Material(s)/Part(s): Includes all items which enable the equipment listed to operate in accordance with manufacturer's recommendations. Such items may include but are not limited to: batteries, filters, belts, hoses, tires, and various fluids. Fuel, of any type, is not provided via this maintenance contract. Any part or material which individually costs five dollars (\$5.00) or less shall be absorbed in the contractor's overhead; regardless of quantity purchased or used.

C. Trip charge shall be defined as the round trip travel needed to complete a service call, for repairs only, from the home office or service center, whichever is closest to the commissary, and return to the home office or service center. Contractor may bill for a trip charge for calls made by the stores for estimates that do not ultimately result in a repair. Trip charges shall be firm fixed price and do not apply to PM services.

D. Preventive Maintenance: Scheduled preventive maintenance (PM) procedures consist of a complete operational check and service of designated equipment to ensure it is maintained in its intended operating condition according to the attached PM checklist. Labor, travel, and supply (lubricants, consumables, bench stock) costs incurred by the contractor in performing PM shall be included in the scheduled PM cost and shall not be charged or reimbursed separately.

E. Material Handling Equipment: For coverage purposes this PWS will cover the following types of equipment:

Repair and PM:

- Pallet Jack, Electric Walkie, 5000 Lb Capacity, DeCA CED # 1R05-A
- Pallet Jack, Electric Walkie Stacker, 3000 Lb Capacity DeCA CED # 1R05-B
- Forklift, Electric, Sit-Down, Low Profile DeCA CED # 1R06
- Narrow Aisle, Reach and Tier DeCA CED # 1R07
- Pallet Jack, Electric Walkie-Rider, 6000 Lb Capacity DeCA CED # 1R08
- Forklift, Sit-Down, Propane DeCA CED # 1R12-A

- Forklift, Sit-Down, Gasoline DeCA CED # 1R12-B
- Order Picker / Stock Selector, 3000 Lb Capacity, DeCA CED # 1R13

Repair Only:

- Battery Charger, 24 Volt, DeCA CED # 1R01
- Battery Charger, 36 Volt, DeCA CED # 1R04

Not all equipment types listed will be at each location. An itemized listing of equipment located at each Commissary is attached to the solicitation and the contract. Only items listed for each store are covered by the contract. A contract modification is required to change the equipment list for each store.

1.3 Key Government Positions

A. Contracting Officer (KO): An individual with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the contracting officer acting within the limits of their authority as delegated by the contracting officer.

The KO for this contract is:

B. Contracting Officer's Representative (COR): An individual designated and authorized in writing by the contracting officer to perform specific technical or administrative functions. When the term COR is used elsewhere in this contract, it means the COR as designated by the Contracting Officer.

C. Store Director (SD): An individual responsible for overall commissary operations. When the term SD is used elsewhere in this contract, it means the SD personally or the Acting SD.

D. Supply Management Specialist (SMS): An individual responsible for administrative work primarily concerned with analyzing, developing, evaluating, or promoting improvements in the policies, plans, methods, procedures, systems, or techniques of an equipment/maintenance program.

The Headquarter (HQ) SMS for this contract may be contacted at:

DeCA HQ Equipment Maintenance Team, EquipmentMaintenanceTeamMembers@deca.mil

2 General Requirements

Contractor shall provide all labor, supervision, equipment, tools, materials, parts, transportation of employees, permits and other necessary items to perform the various services as identified in this PWS. The contractor shall have access to technical manuals required to perform the services as stated in this PWS.

At time of award and throughout the duration of this contract, the Contractor shall assure that Contractor personnel completely understand the requirements of this PWS. All Contractor service technicians must have licenses to operate all equipment covered in this PWS and must provide evidence of such license if requested by the COR. Service technicians should have a sound mechanical aptitude, ability, and an extensive working knowledge of troubleshooting, diagnosis, and repair of the equipment included in this PWS, to include various attachments and the following systems:

INTERNAL COMBUSTION EQUIPMENT

Transmission
Engine
Hydraulic System
Drive Axle and Brakes
Steering Axle and Brakes
Electrical System
Electronic Control Panels/Computer boards

ELECTRONIC POWERED EQUIPMENT

All Electric Motors
Electric Control Panels
Hydraulic System
Drive Axle and Brakes
Steering Axle and Brakes
Electronic Control Panels/Computer boards

2.1 Non-Personal Services

The Government shall neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual Contractor employees. It shall be the responsibility of the Contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the Contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the Contractor's responsibility to notify the KO immediately.

2.2 Management

The Contractor shall work to integrate and coordinate all activities needed to execute the requirements of this PWS with the SD and/or the COR, and with headquarter personnel (SMS) as referenced in section 3. The Contractor shall manage the timeliness, completeness, and problem identification of all equipment issues. The Contractor shall provide corrective action plans, submit quotes, monitor timely identification of issues, and the management of subcontractors if required. The Contractor shall seek to ensure customer satisfaction at all times and present a professional and ethical business behavior.

2.3 Contract Administration and Management

The following subsections specify requirements for contract, management and personnel administration.

2.3.1 Contract Management

The Contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to the requirement. The Contractor must maintain continuity between the support operations at corresponding DeCA locations, the headquarter level and the Contractor's corporate offices.

2.3.2 Contract Administration

The Contractor shall establish processes and assign appropriate personnel resources to effectively administer the requirements of this contract. The Contractor shall respond to Government requests for contractual actions with-in the time constraints as dictated in section 3. The Contractor shall have a single point of contact (POC) identified between the Government and Contractor assigned to support this contract. The Contractor shall assign/direct the work effort, maintaining proper and accurate time keeping records of personnel assigned to work on this requirement. The Contractor shall ensure DeCA email addresses are in their address book to prevent any loss or delay in communications.

2.4 Subcontract Management

The Contractor shall be responsible and accountable for subcontractor performance on this requirement. The prime Contractor will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations.

2.5 Contractor Personnel

The following subsections specify requirements for contract, management and personnel administration.

2.5.1 Personnel Training

The Contractor shall accomplish the assigned work by qualified personnel with appropriate combinations of education, training, and experience.

2.5.2 Consumption or Use of Government Property

The Contractor shall not permit Contractor personnel to consume or use Government-owned resale items or any Government-owned equipment or supplies that are not specifically provided for Contractor use under this contract.

2.5.3 Use of Alcoholic Beverages/Drugs

The Contractor shall not permit Contractor employees to work under the influence of alcoholic beverages, illegal drugs, or illegally controlled substances. Contractor personnel are prohibited from using alcoholic beverages, illegal drugs, or illegally controlled substances while on duty.

2.5.4 Removal of Employees for Cause

The KO will require, in writing, that the Contractor immediately bar any Contractor employee from performing further work under this contract for any of the following actions: Willful destruction or mishandling of Government, patron, or vendor property; theft; use of alcoholic beverages, illegal drugs or illegal use of controlled substances; execution of work in other than a skillful manner; displaying disruptive/unacceptable behavior (e.g., abusive, demeaning, foul or threatening language and/or fighting) and willful violations of safety standards by Contractor personnel. Removal of any employees for such cause shall not constitute a valid basis for non-performance of contract services or a claim for additional compensation.

2.5.5 Installation Access

The Contractor shall be responsible for obtaining installation access as required for all Contractor employees authorized to work at the site specifically for this contract. Any Government furnished identification shall be returned to the Government when the Contractor employee no longer works for the Contractor at this installation or at the end of the contract whichever comes first. Military, retired or dependant identification cards are not authorized for use as a means to access the base for performance on this contract. Additionally, see Federal Acquisition Regulation Clause 52.204-4500 and 52.204-9.

2.5.5.1 Denial of Installation Access

Contractor employees may be denied access to the military installation by the installation law enforcement officials if it is determined that such entry may be contrary to good order, discipline or the security of the installation. The installation may bar Contractor employees from entering the military installation under the provisions of Title 18, United States Code Section 1382.

2.5.5.2 Motor Vehicle Registration

Prior to commencing work Contractor employees shall register their vehicles IAW the installation motor vehicle registration regulations.

2.5.6 Parking

The Contractor employees shall park only in areas designated by the SD.

2.5.7 Shopping Privileges

Contractor employees who are authorized to make purchases in commissaries shall show appropriate identification before purchasing commissary items and shall immediately remove the item(s) purchased from the commissary through the main exit door. Contractor employees with commissary privileges shall shop in the commissary only when they are off duty. Contractor personnel with commissary privileges shall not purchase merchandise for consumption by other personnel or organizations not authorized to shop in the commissary.

2.5.8 Identification of Contractor Personnel

Contractor personnel shall be easily recognized by wearing distinctive clothing bearing the name of the company and/or company identification. Contractor personnel shall wear required government furnished

badge at all times during performance of this contract. Contractor personnel must use Personal Protective Equipment (PPE) as required IAW OSHA 29 Code of Federal Regulations (CFR) 1910.132.

2.6 Location and Hours of Work

The following subsections specify requirements for contract, management and personnel administration.

2.6.1 Contractor Hours of Performance

The Contractor shall provide for employees Monday through Friday, 8:00 a.m. to 5:00 p.m. local time at the store, excluding federal holidays.

2.6.2 Closing for Inclement Weather or Emergency Conditions

In the event that inclement weather or other emergency conditions force commissary closure, the SD and Contractor's POC will agree upon the method by which the Contractor's POC will receive notification about closures or delayed reporting times. The Contractor shall provide service as long as the commissary remains open.

2.6.3 Location of Work

On site work is required; however, in the event that it is not feasible, authorization will be obtained from the COR, who will complete a DeCA Form 40-108 for equipment removed from the installation. Contractor signature on the form will serve to hold the Contractor liable for any and all loss or damage to such equipment while in the Contractor's possession. The Contractor will notify the COR when equipment will be off site for a duration exceeding seven (7) calendar days. The COR will coordinate with DeCA HQ if backup equipment is not readily available at the store and determine a plan of action.

2.7 Quality Control Plan

The Contractor shall establish and forward to the KO a complete quality control plan. The Contractor is required to submit the quality control plan with the proposal. The Contractor shall provide an updated copy of the quality control plan to the KO as changes occur. At a minimum the plan shall include the following:

2.7.1 Inspection System

The plan shall include an inspection system covering all the maintenance and repair services required by this contract and any other areas deemed necessary by the Contractor. The plan must specify the services and equipment to be inspected on either a scheduled or unscheduled basis, and how often inspections will be accomplished.

2.7.2 Methods of Identifying/Preventing Deficiencies

The Contractor shall establish methods for identifying/preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable.

2.7.3 Records

The plan shall include on-site records of all inspections conducted by the Contractor and any necessary corrective action taken. This documentation and all records and schedules, as described in the PWS, that are the responsibility of the Contractor, are the property of the Government and shall be made available to the Government during the term of the contract.

3. Performance Requirements/Standards

The following section specifies the Performance Objectives and Performance Elements for the contract.

3.1. Perform preventive maintenance for material handling equipment.

3.1.1. Standard: PMs shall be performed semiannually on equipment IAW section 1.2 C. Initial PM shall be performed within 30 days of contract award. Completed PM shall comply with federal, state and local laws, regulations, OSHA and DeCA standards. PMs shall include: labor, parts, expendables, fluids and trip charges to perform the requirements listed in the PM checklist.

The PM Schedule shall be as follows:

First - Within 30 days of each period of performance

Second - Between 150 and 180 days after first PM schedule

3.1.2. Standard: Respond to service call and provide a signed repair quote to the COR within 16 working hours after receiving call from COR. Repairs costing over \$1,000 shall be made with the approval from DeCA HQ SMS; repairs less than \$1,000 shall be approved by the COR. COR is responsible for obtaining HQ SMS approval for all repairs exceeding \$1,000. No more than 3 delinquent responses per store per contract year.

3.1.3. Standard: Repairs discovered during a PM shall be reported to the COR and processed IAW Paragraph 3.2.

3.1.4. Standard: Maintain cleanliness of area to include disposal of hazardous materials IAW all applicable local, state and federal regulations. Nonhazardous materials shall be disposed of only in designated on-site area(s).

3.1.5. Standard: Provide service ticket with a PM checklist to the COR at time of PM services being rendered. Service ticket and PM Checklist shall be signed by contractor and the COR with a copy left at the location and the original to be maintained by the contractor. The signed documents shall be attached to the invoice in Wide Area Work Flow (WAWF).

3.2. Repair material handling equipment.

3.2.1. Standard: Respond to service call and provide a signed repair quote to the COR within 16 working hours after receiving call from COR. Repairs costing over \$1,000 shall be made with the approval from DeCA HQ SMS; repairs less than \$1,000 shall be approved by the COR. COR is responsible for obtaining HQ SMS approval for all repairs exceeding \$1,000. No more than 3 delinquent responses per store per contract year.

3.2.2. Standard: Contractor shall coordinate with COR date/time of all repairs to minimize interference of daily operations.

3.2.3. Standard: Perform approved repairs within 7 working days. Completed repairs shall comply with federal, state and local laws, regulations, OSHA and OEM standards. Contractor shall provide parts/warranty documents upon submission of service ticket.

3.2.4. Standard: Justification for a second technician shall be in writing and approved by the DeCA HQ SMS before work is performed. COR is responsible for obtaining HQ SMS approval for a second technician.

3.2.5. Standard: Contractor shall provide a 30 day warranty on replacement part(s) installed on the equipment. The contractor shall repair the equipment at no additional cost to the government if same replacement part(s) fail within 30 days after service has been performed.

3.2.6. Standard: Contractor shall provide a 30 day labor warranty on repairs conducted on equipment. Additional labor, part(s) and other expenses shall not be applied for the same repair on the same piece of equipment within a 30 day period.

3.2.7. Standard: Maintain cleanliness of area to include disposal of hazardous materials IAW all applicable local, state and federal regulations. Nonhazardous materials shall be disposed of only in designated on-site area(s).

3.2.8. Standard: At the time of completion for each repair or PM, the service ticket shall be signed by both the COR and the contractor representative. A copy of the signed service ticket shall be given to the COR and the original shall be maintained by the contractor. The contractor shall attach the signed service ticket to invoice in WAWF.

3.2.9. Standard: The contractor shall not bill the Government for an additional trip charge for contractor oversights, such as responding to the service call without the tools and commonly used parts as referenced in section 1.2, subsection B.

3.2.10. Standard: No more than 3 calls per month for repairs on one piece of equipment, except when authorized by a HQ SMS. COR is responsible for obtaining HQ SMS approval.

3.3. Provide service ticket, invoice and service history for material handling equipment covered by the contract.

3.3.1. Standard: Furnish completed service ticket for each repair and PM provided at the time the service is rendered to the COR. Service ticket shall be signed by both the contractor's representative and the COR before leaving the Commissary for the day. A copy of the signed service ticket shall be left at the location and the contractor shall maintain the original copy. At a minimum, the ticket shall include:

- DeCA Location
- Service ticket number/job order number
- DeCA bar code
- Serial number
- Manufacturer
- Item Description
- Description of malfunction and work/service performed
- Signed documents shall be attached to the invoice in Wide Area Work Flow (WAWF)

3.3.2. Standard: Provide and maintain a service history report for repairs and PM services. Report shall be provided in an Excel spreadsheet with the following column headings:

- DeCA Location
- Service ticket number/job order number
- DeCA bar code
- Serial number
- Manufacturer
- Item Description
- Description of malfunction and work/service performed
- Total cost of repair

Report shall be submitted **semi-annually** to the **contract specialist/administrator** and the DeCA HQ Equipment Maintenance Team Members at EquipmentMaintenanceTeamMembers@deca.mil. The report for each **half** is due no later than the 10th day of the first month of the next **half**. If no services/repairs are provided during the month a negative email is to be sent to the POCs.

3.3.3. Standard: Submit combo invoice in WAWF and attach supporting documents to include: service ticket, PM checklist, parts receipts, subcontractor invoices, etc. Submit combo invoice no later than seven (7) calendar days after service is rendered.

4. Required Documentation

The Contractor shall provide the required documentation as specified by the Government and throughout this PWS. Delivery schedule for required documentation shall be as outlined in PWS Section 3.

PM Checklist (3.1.5)

Signed service ticket (3.1.5 and 3.2.8)
Warranty documents (Part(s)/Material(s)) (3.2.5)
Semi-Annually service report in an electronic spreadsheet format. (3.3.2)
WAWF Invoice (3.3.3)

5. Special Requirements

This section describes the special requirements for this effort. The following sub-sections provide details of various considerations on this effort.

5.1 Safety

The Contractor shall comply with all applicable OSHA, DOD, DeCA and installation safety regulations.

OSHA: <https://www.osha.gov/>

DOD: <https://www.esd.whs.mil/dd/>

DeCA: <https://www.commissaries.com/our-agency/official-publications/directives>

5.2 Security of Property

The Contractor shall be responsible for safeguarding all property while in the Contractor's possession. A Government representative will designate entrances and exits for Contractor personnel to use in the commissary. At the close of each work period, the Contractor shall return all government equipment and materials provided for Contractor's use to the proper designated location.

5.3 Accident Reporting

The contractor shall report accidents immediately to the COR or alternate COR or on duty government manager. The contractor shall maintain an accurate record of and shall report the accident on DeCA Form 30-301 as referenced in DeCAM 30-17.1, Chapter 6 and Appendix E for accidents resulting in death, traumatic injury, occupational illness or damage to government property incident to work performed under this contract. Such notification shall be as soon as practicable, but in no case later than the next business day following the accident.

The DeCA Form 30-301 and DeCAM 30-17.1 can be found at: <https://www.commissaries.com/our-agency/official-publications/directives>

6. Government Furnished Materials

This section describes the special requirements for this effort. The following sub-sections provide details of various considerations on this effort.

6.1 Utilities

The Government will provide the utilities necessary to perform all operations required by this contract.

6.2 Telephone

The Government will provide access to local telephone service (installation and surrounding community). The local service is limited to use for official business only (Government business and emergencies).

7. Environmental Requirements

The Contractor shall comply with all environmental requirements listed below as mandatory and referenced under paragraph 3.0, Performance Requirements. The Contractor shall comply with all applicable OSHA, DOD, DeCA and Installation environmental regulations.

7.1 Mandatory Compliance

- Lubricating oils shall be a minimum of 25% recovered materials.
- Engine coolants shall be reclaimed.

8. Enterprise Wide Contractor Manpower Reporting (eCMRA)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Defense Commissary Agency (DeCA) via a

secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2015. Contractors may direct questions to the eCMRA help desk at <http://www.ecmra.mil/>.

PM CHECKLIST

CED# 1R13	PREVENTIVE MAINTENANCE TASK LIST ORDER PICKER / STOCK SELECTOR			
	Task	Procedure or Action		Service Tech Initials
1	Battery	check water level and add water if necessary		
		perform an equalization charge		
	Panels - Latches	check operation		
	Power Disconnect	check operation		
2	Brake	check operation		
	Fluid	check fluid level and add fluid if necessary		
		Change brake fluid annually (TO BE PERFORMED DURING THE FIRST "SEMI-ANNUAL" PREVENTIVE MAINTENANCE (PM))		
	Rods & Drum Splines	lubricate with anti-seize lubricant if necessary		
	Master Cylinder	check operation		
3	Control Handle	check operation		
	Control Handle Bushing	check condition and lubricate with multi-purpose grease		
4	Electrical Circuits	check operation		
	Contactors	check condition		
	Motor Brushes	check condition and replace if needed		
5	Forks	check for damage		
	Fork pin & guides	lubricate with engine oil if necessary		
	Lowering interrupt switch	check operation		
6	Gauges, Horn, Lights, Fuses	check operation		
7	Hydraulic hoses and clamps	check for leaks		
	Hydraulic oil level	check level and add hydraulic oil if necessary		
		change hydraulic oil annually (TO BE PERFORMED DURING THE FIRST "SEMI-ANNUAL" PREVENTIVE MAINTENANCE (PM))		
	Dipstick/Breather Cap	clean or replace		
	Hydraulic oil filter	replace annually (TO BE PERFORMED DURING THE FIRST "SEMI-ANNUAL" PREVENTIVE MAINTENANCE (PM))		
8	Lift Chains and Anchors	check for damage and lubricate with engine oil		

	Sheaves	check condition and lubricate with engine oil	
9	Mast and Platform	check condition	
10	Header hoses and clamps	check condition	
11	Sliding surfaces	check condition and lubricate with multipurpose grease	
12	Wheel nut torque	tighten if required	
13	Master Drive Unit	check operation	
	M.D.U. splines	check operation	
14	Steering Chain	check condition and lubricate with multipurpose grease	
15	Electrical Cable Sheaves	check condition and lubricate with engine oil	
16	Pedals, Levers, Hinges, Linkages	check operation and lubricate with anti-seize lubricant	
17	Base Arm Bearing	lubricate with engine oil if necessary	
18	Drive Tire and Wheels	check condition	
	Wheel bearings	check condition and lubricate with multipurpose grease if necessary	
19	All motors	clean with compressed air	
20	Safety Labels	check condition and replace if needed	
NOTE* If deficiencies are detected during semi-annual PM checks, report findings to the COR.			

CED#	PREVENTIVE MAINTENANCE TASK LIST		
1R06	FORKLIFT, ELECTRIC, SIT-DOWN LOW PROFILE		
	Task	Procedure or Action	Service Tec Initials
1	Battery	check water level and add water if necessary	
		perform an equalization charge	
	Panels - Latches	check operation	
	Power Disconnect	check operation	
2	Brake	check operation	
	Fluid	check fluid level and add fluid if necessary	
		change brake fluid annually (TO BE PERFORMED DURING THE FIRST "SEMI-ANNUAL" PREVENTIVE MAINTENANCE (PM))	
	Rods & Drum Splines	check operation and lubricate with anti-seize lubricant	
	Brake linkage and shafts	check operation and lubricate with multipurpose grease	
	Master Cylinder	check operation	
3	Parking Brake	Check operation and adjust as necessary	
	Linkage	check condition and lubricate with silicone spray	
4	Direction and speed control pedals	check operation	
5	Electrical Circuits	check operation	

	Contactors	check condition	
	Motor Brushes	check condition and replace if needed	
6	Differential and speed reducer	check for leaks	
		change gear oil annually (TO BE PERFORMED DURING THE FIRST "SEMI-ANNUAL" PREVENTIVE MAINTENANCE (PM))	
7	Forks	check condition	
	Fork pins and guides	check condition and lubricate with engine oil if necessary	
8	Side shift carriage	check 4 fittings and lubricate with multipurpose grease	
	Integral Side shift carriage (upper/lower bearings)	check wear on bearings and replace as necessary	
9	Gauges, Horn, Lights, Fuses	check operation	
10	Hydraulic hoses and clamps	check for leaks	
	Hydraulic oil level	check hydraulic oil level and add if necessary	
		change hydraulic oil level annually (TO BE PERFORMED DURING THE FIRST "SEMI-ANNUAL" PREVENTIVE MAINTENANCE (PM))	
	Hydraulic Tank Breather	Clean or replace	
	Hydraulic oil filter	replace annually (TO BE PERFORMED DURING THE FIRST "SEMI-ANNUAL" PREVENTIVE MAINTENANCE (PM))	
11	DC motor brushes hydraulic pump	check condition and replace if needed	
12	Pivots (mast)	check fittings and lubricate with multipurpose grease as necessary	
	Mast	check operation	
	Mast sliding surfaces	check condition and lubricate with multipurpose grease as necessary	
	Mast carriage, header, hoses	check condition	
	Lift chains	check condition and lubricate with engine oil if necessary	
13	Tires	Check condition	
	Steering and drive wheel nuts	Check torque	
	Wheel bearings	check condition and lubricate with multipurpose grease if needed	
14	All motors	clean with compressed air	
15	Safety Labels	check condition and replace if needed	
NOTE*	If deficiencies are detected during semi-annual PM checks, report findings to the COR.		

CED# 1R05-A 1R08	PREVENTIVE MAINTENANCE TASK LIST PALLET JACK, ELECTRIC, (WALKIE 1R05-A) AND (WALKIE/RIDER 1R08)		Service Tec Initials
	Task	Procedure or Action	
1	Battery	check water level and add water if necessary	
		perform an equalization charge	
	Panels - Latches	check operation	
	Power Disconnect	neutralize and clean	
2	Brake	check operation	

3	Drive unit	check level and add oil if necessary	
		change oil annually (TO BE PERFORMED DURING THE FIRST "SEMI-ANNUAL" PREVENTIVE MAINTENANCE (PM))	
4	Electrical Circuits	check operation	
	Contactors	check condition	
	Motor Brushes	check condition and replace if needed	
5	Chassis	check all fittings and lubricate with multipurpose grease if needed	
6	Caster Wheel	check clearance and adjust if needed	
7	All linkage	check condition and lubricate with multipurpose grease	
8	Load wheel bearings	check condition and lubricate with multipurpose grease	
		clean and repack bearings annually (TO BE PERFORMED DURING THE FIRST "SEMI-ANNUAL" PREVENTIVE MAINTENANCE (PM))	
9	Hydraulic hoses and clamps	check for leaks	
	Hydraulic oil level	check level and add hydraulic oil if necessary	
		change hydraulic oil annually (TO BE PERFORMED DURING THE FIRST "SEMI-ANNUAL" PREVENTIVE MAINTENANCE (PM))	
	Dipstick/Breather Cap	clean or replace	
	Hydraulic oil filter	replace annually (TO BE PERFORMED DURING THE FIRST "SEMI-ANNUAL" PREVENTIVE MAINTENANCE (PM))	
	Relief valve	check condition and settings	
10	mounting bolts for the electric motor and drive unit	check torque	
11	Wheel bolts	check torque	
12	Controls	clean as needed	
13	Interlock switches	check operation	
14	All motors	clean with compressed air	
15	Steer handle pivot pins	check torque	
16	Emergency disconnect switch	test operation	
17	Safety Labels	check condition and replace if needed	
NOTE* If deficiencies are detected during semi-annual PM checks, report findings to the COR.			

CED# 1R05-B	PREVENTIVE MAINTENANCE TASK LIST PALLET JACK, ELECTRIC, WALKIE-STACKER		Service Tech Initials
	Task	Procedure or Action	
1	Battery	check water level and add water if necessary	
		perform an equalization charge	
	Power Disconnect	check operation	

	Battery box and connectors	neutralize and clean	
2	Brake	check operation	
3	Drive unit	check level and add oil if necessary	
		change oil annually (TO BE PERFORMED DURING THE FIRST "SEMI-ANNUAL" PREVENTIVE MAINTENANCE (PM))	
4	Electrical Circuits	check operation	
	Contactors	check condition	
	Motor Brushes	check condition and replace if needed	
5	Chassis	check all fittings and lubricate with multipurpose grease if needed	
6	Caster Wheel	check clearance and adjust as needed	
7	All linkage	check condition and lubricate with multipurpose grease	
8	Load wheel bearings	check condition and lubricate with multipurpose grease	
		clean and repack bearings annually (TO BE PERFORMED DURING THE FIRST "SEMI-ANNUAL" PREVENTIVE MAINTENANCE (PM))	
9	Hydraulic hoses and clamps	check for leaks	
	Hydraulic oil level	check level and add hydraulic oil if necessary	
		change hydraulic oil annually (TO BE PERFORMED DURING THE FIRST "SEMI-ANNUAL" PREVENTIVE MAINTENANCE (PM))	
	Dipstick/Breather Cap	clean or replace	
	Hydraulic oil filter	replace annually (TO BE PERFORMED DURING THE FIRST "SEMI-ANNUAL" PREVENTIVE MAINTENANCE (PM))	
	Relief valve	check condition and settings	
10	Mounting bolts for the electric motor and drive unit	check torque	
11	Wheel bolts	check torque	
12	Controls	clean as needed	
13	Interlock switches	check operation	
14	All motors	clean with compressed air	
15	Steer handle pivot pins	check torque	
16	Emergency disconnect switch	test operation	
17	Safety Labels	check condition and replace if needed	
NOTE *	If deficiencies are detected during semi-annual PM checks, report findings to the COR.		

CED# 1R12-A 1R12-B	PREVENTIVE MAINTENANCE TASK LIST FORKLIFT, PROPANE (1R12-A), AND FORKLIFT , GAS (1R12-B), SIT-DOWN		Service Tech Initials
	Task	Procedure or Action	
1	Battery	check condition and add water if needed	
2	Brake	check operation	
	Fluid	check fluid level and add fluid if necessary	
		change brake fluid annually (TO BE PERFORMED DURING THE FIRST "SEMI-ANNUAL" PREVENTIVE MAINTENANCE (PM))	

	Rods & Drum Splines	check operation and lubricate with anti-seize lubricant	
	Brake linkage and shafts	check operation and lubricate with multipurpose grease	
	Master Cylinder	check operation	
3	Parking Brake	Check operation and adjust as necessary	
	Linkage	check condition and lubricate with silicone spray	
4	Tires	Check condition	
	Steering and drive wheel nuts	Check torque	
	Wheel bearings	check condition and lubricate with multipurpose grease if needed	
5	Hydraulic hoses and clamps	check for leaks	
	Hydraulic oil level	check hydraulic oil level and add if necessary	
		change hydraulic oil level annually (TO BE PERFORMED DURING THE FIRST "SEMI-ANNUAL" PREVENTIVE MAINTENANCE (PM))	
	Hydraulic Tank Breather	Clean or replace	
	Hydraulic oil filter	replace annually (TO BE PERFORMED DURING THE FIRST "SEMI-ANNUAL" PREVENTIVE MAINTENANCE (PM))	
6	Mast	check operation	
	Pivots (mast)	check fittings and lubricate with multipurpose grease as necessary	
	Mast sliding surfaces	check condition and lubricate with multipurpose grease if needed	
	Carriage, header, hoses, lift chains	check condition	
7	Differential and speed reducer	check for leaks	
		Change oil annually (TO BE PERFORMED DURING THE FIRST "SEMI-ANNUAL" PREVENTIVE MAINTENANCE (PM))	
8	Lift chains	check condition and lubricate with engine oil if necessary	
9	Forks	check condition	
	Fork pins and guides	check condition and lubricate with engine oil if necessary	
10	Side shift carriage	check 4 fittings and lubricate with multipurpose grease	
	Integral Side shift carriage (upper/lower bearings)	check wear on bearings and replace as necessary	
11	Integral Side shift carriage (upper/lower bearings)	Check wear of bearings, replace if needed	
12	Fork pins and guides	check condition and lubricate with engine oil when needed	
13	Transmission	Check operation and top off fluid as necessary	
14	Steering tie rods and spindles	check fittings and lubricate with multipurpose grease when needed	
15	Anti-Freeze	check anti-freeze level and add if needed	
16	Engine oil and filter	check engine oil and filter	
		replace oil and filter annually (TO BE PERFORMED DURING THE FIRST "SEMI-ANNUAL" PREVENTIVE MAINTENANCE (PM))	
17	Chassis	check all fittings and lubricate with multipurpose grease if needed	
18	Fuel Filter	check annually and replace if necessary (TO BE PERFORMED DURING THE FIRST "SEMI-ANNUAL" PREVENTIVE MAINTENANCE (PM))	
19	Contactors	Check condition and adjust if necessary	
20	Gauges, Horn, Lights, Fuses	check operation	
NOTE*	If deficiencies are detected during semi-annual PM checks, report findings to the COR.		

CED#	PREVENTIVE MAINTENANCE CHECK LIST	
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1R07	NARROW AISLE, REACH & TIER		
	Task	Procedure or Action	Service Tech Initials
1	Battery	check water level and add water if necessary	
		perform an equalization charge	
	Panels - Latches	check operation	
	Power Disconnect	neutralize and clean	
2	Brake	check operation and adjust if necessary	
	Fluid	check fluid level and add fluid if necessary	
		Change brake fluid annually necessary (TO BE PERFORMED DURING THE FIRST "SEMI-ANNUAL" PREVENTIVE MAINTENANCE (PM))	
	Rods & Drum Splines	lubricate with anti-seize lubricant if necessary	
	Brake linkage and shafts	check operation and lubricate with multi-purpose grease	
	Master Cylinder	check operation	
3	Control Handle	check operation	
	Control Handle Bushing	check condition and lubricate with multi-purpose grease	
4	Electrical Circuits	check operation	
	Contactors	check condition, clean if necessary and tighten terminals	
	Motor Brushes	check condition and replace if needed	
	Traction Motor Bearings	check and change as necessary	
5	Forks-All	check for damage	
	Hook for guides & locks	lubricate with anti-seize lubricant if necessary	
6	Gauges, Horn, Lights, Fuses	check operation	
7	Hydraulic hoses, clamps and fittings	check for leaks, wear, kinks, flattening and charring	
	Hydraulic oil level	check hydraulic oil level and add if necessary	
		change hydraulic oil level annually necessary (TO BE PERFORMED DURING THE FIRST "SEMI-ANNUAL" PREVENTIVE MAINTENANCE (PM))	
	Hydraulic Pump	Check for noise and operation	
	Hydraulic Tank Breather	Clean or replace	
	Hydraulic oil filter	replace annually necessary (TO BE PERFORMED DURING THE FIRST "SEMI-ANNUAL" PREVENTIVE MAINTENANCE (PM))	
8	Lift Chains	check condition, adjust if necessary and lubricate with engine oil if necessary	
	Articulating Chain Anchors 3 stage mast	check condition and lubricate with engine oil	
9	Mast and Carriage	check condition	
	Pivots and Sliding Surfaces	lubricate with Multi-purpose grease as necessary	
10	Articulation Shaft	check condition	
	Articulation Shaft Retaining Bolt	lubricate with anti-seize lubricant if necessary	

EQUIPMENT LISTS

				Fort Buchanan
Store:				
CED	Type	Mfr	Model Type	
1R05-A	Electric Walkie Pallet Jack	Yale	MPW050-E	7
1R05-B	Electric Walkie Stacker	Yale	MRW-030	
1R06	4000 lb Electric Low Profile Forklift	Yale	ERC040VA	2
1R07	Narrow Aisle, Reach & Tier Forklift	Yale	NR035	
1R08	Electric Walkie Rider Pallet Jack	Yale	MPE060-E	
1R12-A	4000 lb Propane Forklift	Yale	GLP040SVX	2
1R12-A	4000 lb Propane Forklift	Clark	C20	
1R12-B	4000 lb Gasoline Forklift	Yale	GP040SVX	
1R13	Electric Order Picker, Stock Selector	Yale	OS030	13
1R13	Electric Order Picker, Stock Selector	Raymond	5200	2

1R01	Charger Battery 24 Volt	Various	VARIOUS	22
1R04	Charger Battery 36 Volt	Various	VARIOUS	4

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE Y		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 09-Nov-2021		4. REQUISITION/PURCHASE REQ. NO. HQCSKU116963		5. PROJECT NO.(If applicable)	
6. ISSUED BY DEFENSE COMMISSARY AGENCY SUPPLY & EQUIPMENT DIVISION BUILDING P 11200 1300 E AVENUE FORT LEE VA 23801-1800		CODE HDEC04		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ALLIANCE WORLDWIDE DISTRIBUTING LLC KENNETH BILES 601 WEST FORD VALLEY ROAD KNOXVILLE TN 37920-5845				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HDEC0421C0019			
				X 10B. DATED (SEE ITEM 13) 16-Jul-2021			
CODE 5X4X0		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) Bilateral, FAR 52.212-4 Contract Terms and Conditions -Commercial Items							
E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return <u> 1 </u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: moyew l22498 POC: Willie L. Moye (804) 734-8000 x48643 The above referenced contract for MHE preventive maintenance and repairs for the commissary located at Fort Buchanan is modified to add clause, DFARS 252.223-7999, Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Deviation 2021-00009). See Summary of Changes. John Cervera, an authorized representative of Alliance Worldwide Distributing signed this bi-lateral modification on November 8, 2021. A signed copy of the modification is on file in the official contract folder.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) KATHY P. PULLEN / CONTRACTING OFFICER TEL: 804-734-8000 X.52860 EMAIL: Kathy.Pullen@deca.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 12-Nov-2021	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been added by full text:

252.223-7999 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS
(DEVIATION 2021-O0009) (OCT 2021)

(a) Definition. As used in this clause –

United States or its outlying areas means—

(1) The fifty States;

(2) The District of Columbia;

(3) The commonwealths of Puerto Rico and the Northern Mariana Islands;

(4) The territories of American Samoa, Guam, and the United States Virgin Islands; and

(5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) Authority. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) Compliance. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

(End of clause)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE Y		PAGE OF PAGES 1 6	
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE 02-Dec-2021		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY DEFENSE COMMISSARY AGENCY SUPPLY & EQUIPMENT DIVISION BUILDING P 11200 1300 E AVENUE FORT LEE VA 23801-1800		CODE HDEC04		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ALLIANCE WORLDWIDE DISTRIBUTING LLC KENNETH BILES 601 WEST FORD VALLEY ROAD KNOXVILLE TN 37920-5845				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HDEC0421C0019			
				X 10B. DATED (SEE ITEM 13) 16-Jul-2021			
CODE 5X4X0		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: moyew l22654 POC: Willie L. Moye (804) 734-8000 x48643 The above referenced contract for MHE preventive maintenance and repairs for the Defense Commissary Agency (DeCA) commissary located at Fort Buchanan is modified to add new SUBCLINs: 0001BA, 0001BB, and 0001BC with LOAs/funding. See Summary of Changes.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) KATHY P. PULLEN / CONTRACTING OFFICER TEL: 804-734-8000 X.52860 EMAIL: Kathy.Pullen@deca.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 02-Dec-2021	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$20,000.00 from \$24,900.00 to \$44,900.00.

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0001BA is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001BA		40	Hours	\$55.00	\$2,200.00

Time - Unscheduled Maint/Repairs-Buchana
T&M

Hourly Rate

The Quantity represents a ceiling, not to exceed amount.

LABOR SCHEDULE

Category: 23000 - Mechanics and Maintenance Repair Occupations

Rate Title: Electronics Technician Maintenance I

Rate: 15.80

Sub-Category: 23181

FOB: Destination

PURCHASE REQUEST NUMBER: HQCSKU223280

J039

TOT ESTIMATED PRICE \$2,200.00

CEILING PRICE

ACRN AB

CIN: HQCSKU2232800001

\$2,200.00

SUBCLIN 0001BB is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001BB		16,300	Each	\$1.00	\$16,300.00

Materials - Ft Buchanan

T&M

This is NOT a priced CLIN. The Quantity represents a ceiling, not to exceed amount where DeCA will pay actual costs for parts as evidenced by supplier invoice for direct materials and supplies used to accomplish preventive maintenance and repair services.

LABOR SCHEDULE

Category: 23000 - Mechanics and Maintenance Repair Occupations

Rate Title: Electronics Technician Maintenance I

Rate: 15.80

Sub-Category: 23181

FOB: Destination

PURCHASE REQUEST NUMBER: HQCSKU223280

J039

TOT ESTIMATED PRICE

\$16,300.00

CEILING PRICE

ACRN AB

\$16,300.00

CIN: HQCSKU2232800002

SUBCLIN 0001BC is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001BC		60	Each	\$25.00	\$1,500.00

Trip Charge - Unscheduled Maint/Repair

FFP

Round trip from contractor's business to commissary and return.

FOB: Destination

PURCHASE REQUEST NUMBER: HQCSKU223280

J039

NET AMT

\$1,500.00

ACRN AB

\$1,500.00

CIN: HQCSKU2232800003

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$20,000.00 from \$24,900.00 to \$44,900.00.

SUBCLIN 0001BA:

Funding on SUBCLIN 0001BA is initiated as follows:

ACRN: AB

CIN: HQCSKU2232800001

Acctng Data: 012191 097 8164 000 N R 6400 22_EQUIP_MAINT_SUR 22_PREVENTATIVE
MAINT DECA 257

Increase: \$2,200.00

Total: \$2,200.00

SUBCLIN 0001BB:

Funding on SUBCLIN 0001BB is initiated as follows:

ACRN: AB

CIN: HQCSKU2232800002

Acctng Data: 012191 097 8164 000 N R 6400 22_EQUIP_MAINT_SUR 22_PREVENTATIVE
MAINT DECA 257

Increase: \$16,300.00

Total: \$16,300.00

SUBCLIN 0001BC:

Funding on SUBCLIN 0001BC is initiated as follows:

ACRN: AB

CIN: HQCSKU2232800003

Acctng Data: 012191 097 8164 000 N R 6400 22_EQUIP_MAINT_SUR 22_PREVENTATIVE
MAINT DECA 257

Increase: \$1,500.00

Total: \$1,500.00

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for SUBCLIN 0001AB has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 01-AUG-2021 TO 31-JUL-2022	N/A	FORT BUCHANAN COMMISSARY 689 N TERMINAL ROAD FORT BUCHANAN PR 00934-4576 787-707-2087 FOB: Destination	HQCSKU

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 01-AUG-2021 TO 31-JUL-2022	N/A	FORT BUCHANAN COMMISSARY 689 N TERMINAL ROAD FORT BUCHANAN PR 00934-4576 787-707-2087 FOB: Destination	HQCSKU

The following Delivery Schedule for SUBCLIN 0001BA has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 02-DEC-2021 TO 31-JUL-2022	N/A	FORT BUCHANAN COMMISSARY 689 N TERMINAL ROAD FORT BUCHANAN PR 00934-4576 787-707-2087 FOB: Destination	HQCSKU

The following Delivery Schedule for SUBCLIN 0001BB has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 02-DEC-2021 TO 31-JUL-2022	N/A	FORT BUCHANAN COMMISSARY 689 N TERMINAL ROAD FORT BUCHANAN PR 00934-4576 787-707-2087 FOB: Destination	HQCSKU

The following Delivery Schedule for SUBCLIN 0001BC has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 02-DEC-2021 TO 31-JUL-2022	N/A	FORT BUCHANAN COMMISSARY 689 N TERMINAL ROAD FORT BUCHANAN PR 00934-4576 787-707-2087 FOB: Destination	HQCSKU

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 0001BA:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0001BB:

INSPECT AT

N/A

INSPECT BY

N/A

ACCEPT AT

Destination

ACCEPT BY

Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0001BC:

INSPECT AT

N/A

INSPECT BY

N/A

ACCEPT AT

Destination

ACCEPT BY

Government

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE Y		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE 13-Jan-2022		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY DEFENSE COMMISSARY AGENCY SUPPLY & EQUIPMENT DIVISION BUILDING P 11200 1300 E AVENUE FORT LEE VA 23801-1800		CODE HDEC04		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ALLIANCE WORLDWIDE DISTRIBUTING LLC KENNETH BILES 601 WEST FORD VALLEY ROAD KNOXVILLE TN 37920-5845				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HDEC0421C0019			
				X 10B. DATED (SEE ITEM 13) 16-Jul-2021			
CODE 5X4X0		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: moyew l221029 POC: Willie L. Moye (804) 734-8000 x48643 The above referenced contract for MHE preventive maintenance and repairs for the Defense Commissary Agency (DeCA) commissary located at Fort Buchanan is modified to add new SUBCLINs, 0001CA, 0001CB, and 0001CC with LOAs/funding for \$25,000.00 for the Base Year. See Summary of Changes.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) KATHY P. PULLEN / CONTRACTING OFFICER TEL: 804-734-8000 X.52860 EMAIL: Kathy.Pullen@deca.mil			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 13-Jan-2022	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$25,000.00 from \$44,900.00 to \$69,900.00.

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0001CA is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001CA		50	Hours	\$55.00	\$2,750.00

Time - Unscheduled Maint/Repairs-Buchana
T&M

Hourly Rate

The Quantity represents a ceiling, not to exceed amount.

LABOR SCHEDULE

Category: 23000 - Mechanics and Maintenance Repair Occupations

Rate Title: Electronics Technician Maintenance I

Rate: 15.80

Sub-Category: 23181

FOB: Destination

PURCHASE REQUEST NUMBER: HQCSKU226574

J039

TOT ESTIMATED PRICE \$2,750.00

CEILING PRICE

ACRN AB

CIN: HQCSKU2265740001

\$2,750.00

SUBCLIN 0001CB is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001CB	Materials - Ft Buchanan T&M This is NOT a priced CLIN. The Quantity represents a ceiling, not to exceed amount where DeCA will pay actual costs for parts as evidenced by supplier invoice for direct materials and supplies used to accomplish preventive maintenance and repair services.	21,000	Each	\$1.00	\$21,000.00
LABOR SCHEDULE					
Category: 23000 - Mechanics and Maintenance Repair Occupations					
Rate Title: Electronics Technician Maintenance I					
Rate: 15.80					
Sub-Category: 23181					
FOB: Destination					
PURCHASE REQUEST NUMBER: HQCSKU226574					
J039					
TOT ESTIMATED PRICE					\$21,000.00
CEILING PRICE					
ACRN AB					\$21,000.00
CIN: HQCSKU2265740002					

SUBCLIN 0001CC is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001CC	Trip Charge - Unscheduled Maint/Repair FFP Round trip from contractor's business to commissary and return. FOB: Destination PURCHASE REQUEST NUMBER: HQCSKU226574 J039	50	Each	\$25.00	\$1,250.00
NET AMT					\$1,250.00
ACRN AB					\$1,250.00
CIN: HQCSKU2265740003					

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$25,000.00 from \$44,900.00 to \$69,900.00.

SUBCLIN 0001CA:

Funding on SUBCLIN 0001CA is initiated as follows:

ACRN: AB

CIN: HQCSKU2265740001

Acctng Data: 012191 097 8164 000 N R 6400 22_EQUIP_MAINT_SUR 22_PREVENTATIVE
MAINT DECA 257

Increase: \$2,750.00

Total: \$2,750.00

SUBCLIN 0001CB:

Funding on SUBCLIN 0001CB is initiated as follows:

ACRN: AB

CIN: HQCSKU2265740002

Acctng Data: 012191 097 8164 000 N R 6400 22_EQUIP_MAINT_SUR 22_PREVENTATIVE
MAINT DECA 257

Increase: \$21,000.00

Total: \$21,000.00

SUBCLIN 0001CC:

Funding on SUBCLIN 0001CC is initiated as follows:

ACRN: AB

CIN: HQCSKU2265740003

Acctng Data: 012191 097 8164 000 N R 6400 22_EQUIP_MAINT_SUR 22_PREVENTATIVE
MAINT DECA 257

Increase: \$1,250.00

Total: \$1,250.00

DELIVERIES AND PERFORMANCE

The following Delivery Schedule for SUBCLIN 0001CA has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 13-JAN-2022 TO 31-JUL-2022	N/A	FORT BUCHANAN COMMISSARY 689 N TERMINAL ROAD FORT BUCHANAN PR 00934-4576 787-707-2087 FOB: Destination	HQCSKU

The following Delivery Schedule for SUBCLIN 0001CB has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 13-JAN-2022 TO 31-JUL-2022	N/A	FORT BUCHANAN COMMISSARY 689 N TERMINAL ROAD FORT BUCHANAN PR 00934-4576 787-707-2087 FOB: Destination	HQCSKU

The following Delivery Schedule for SUBCLIN 0001CC has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 13-JAN-2022 TO 31-JUL-2022	N/A	FORT BUCHANAN COMMISSARY 689 N TERMINAL ROAD FORT BUCHANAN PR 00934-4576 787-707-2087 FOB: Destination	HQCSKU

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 0001CA:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0001CB:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0001CC:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	Destination	Government

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE Y		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. P00004		3. EFFECTIVE DATE 25-Jan-2022		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY DEFENSE COMMISSARY AGENCY SUPPLY & EQUIPMENT DIVISION BUILDING P 11200 1300 E AVENUE FORT LEE VA 23801-1800		CODE HDEC04		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ALLIANCE WORLDWIDE DISTRIBUTING LLC KENNETH BILES 601 WEST FORD VALLEY ROAD KNOXVILLE TN 37920-5845				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HDEC0421C0019			
				X 10B. DATED (SEE ITEM 13) 16-Jul-2021			
CODE 5X4X0		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: moyew l221217 POC: Willie L. Moye (804) 734-8000 x48643, willie.moye@deca.mil The above referenced contract for MHE preventive maintenance and repairs for the Defense Commissary Agency (DeCA) commissary located at Fort Buchanan is modified to add new SUBCLINS, 0001DA, 0001DB, and 0001DC with LOAs/funding for \$50,000.00 for the Base Year. See Summary of Changes.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) KATHY P. PULLEN / CONTRACTING OFFICER TEL: 804-734-8000 X.52860 EMAIL: Kathy.Pullen@deca.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 25-Jan-2022	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$50,000.00 from \$69,900.00 to \$119,900.00.

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0001DA is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001DA		60	Hours	\$55.00	\$3,300.00

Time - Unscheduled Maint/Repairs-Buchana
T&M

Hourly Rate

The Quantity represents a ceiling, not to exceed amount.

LABOR SCHEDULE

Category: 23000 - Mechanics and Maintenance Repair Occupations

Rate Title: Electronics Technician Maintenance I

Rate: 15.80

Sub-Category: 23181

FOB: Destination

PURCHASE REQUEST NUMBER: HQCSKU226843

J039

TOT ESTIMATED PRICE \$3,300.00

CEILING PRICE

ACRN AB

CIN: HQCSKU2268430001

\$3,300.00

SUBCLIN 0001DB is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001DB		45,950	Each	\$1.00	\$45,950.00

Materials - Ft Buchanan

T&M

This is NOT a priced CLIN. The Quantity represents a ceiling, not to exceed amount where DeCA will pay actual costs for parts as evidenced by supplier invoice for direct materials and supplies used to accomplish preventive maintenance and repair services.

LABOR SCHEDULE

Category: 23000 - Mechanics and Maintenance Repair Occupations

Rate Title: Electronics Technician Maintenance I

Rate: 15.80

Sub-Category: 23181

FOB: Destination

PURCHASE REQUEST NUMBER: HQCSKU226843

J039

TOT ESTIMATED PRICE

\$45,950.00

CEILING PRICE

ACRN AB

\$45,950.00

CIN: HQCSKU2268430002

SUBCLIN 0001DC is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001DC		30	Each	\$25.00	\$750.00

Trip Charge - Unscheduled Maint/Repair

FFP

Round trip from contractor's business to commissary and return.

FOB: Destination

PURCHASE REQUEST NUMBER: HQCSKU226843

J039

NET AMT

\$750.00

ACRN AB

\$750.00

CIN: HQCSKU2268430003

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$50,000.00 from \$69,900.00 to \$119,900.00.

SUBCLIN 0001DA:

Funding on SUBCLIN 0001DA is initiated as follows:

ACRN: AB

CIN: HQCSKU2268430001

Acctng Data: 012191 097 8164 000 N R 6400 22_EQUIP_MAINT_SUR 22_PREVENTATIVE
MAINT DECA 257

Increase: \$3,300.00

Total: \$3,300.00

SUBCLIN 0001DB:

Funding on SUBCLIN 0001DB is initiated as follows:

ACRN: AB

CIN: HQCSKU2268430002

Acctng Data: 012191 097 8164 000 N R 6400 22_EQUIP_MAINT_SUR 22_PREVENTATIVE
MAINT DECA 257

Increase: \$45,950.00

Total: \$45,950.00

SUBCLIN 0001DC:

Funding on SUBCLIN 0001DC is initiated as follows:

ACRN: AB

CIN: HQCSKU2268430003

Acctng Data: 012191 097 8164 000 N R 6400 22_EQUIP_MAINT_SUR 22_PREVENTATIVE
MAINT DECA 257

Increase: \$750.00

Total: \$750.00

DELIVERIES AND PERFORMANCE

The following Delivery Schedule for SUBCLIN 0001DA has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 27-JAN-2022 TO 31-JUL-2022	N/A	FORT BUCHANAN COMMISSARY 689 N TERMINAL ROAD FORT BUCHANAN PR 00934-4576 787-707-2087 FOB: Destination	HQCSKU

The following Delivery Schedule for SUBCLIN 0001DB has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 27-JAN-2022 TO 31-JUL-2022	N/A	FORT BUCHANAN COMMISSARY 689 N TERMINAL ROAD FORT BUCHANAN PR 00934-4576 787-707-2087 FOB: Destination	HQCSKU

The following Delivery Schedule for SUBCLIN 0001DC has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 27-JAN-2022 TO 31-JUL-2022	N/A	FORT BUCHANAN COMMISSARY 689 N TERMINAL ROAD FORT BUCHANAN PR 00934-4576 787-707-2087 FOB: Destination	HQCSKU

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 0001DA:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0001DB:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0001DC:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	Destination	Government

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE Y		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. P00005		3. EFFECTIVE DATE 09-Jun-2022		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY DEFENSE COMMISSARY AGENCY SUPPLY & EQUIPMENT DIVISION BUILDING P 11200 1300 E AVENUE FORT LEE VA 23801-1800		CODE HDEC04		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ALLIANCE WORLDWIDE DISTRIBUTING LLC KENNETH BILES 601 WEST FORD VALLEY ROAD KNOXVILLE TN 37920-5845				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HDEC0421C0019			
				X 10B. DATED (SEE ITEM 13) 16-Jul-2021			
CODE 5X4X0		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) Unilateral, FAR 52.217-9, Option to Extend The Term of the Contract							
E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: moyew l222300 POC: Willie L. Moye (804) 734-8000 x48643; willie.moye@deca.mil The above referenced contract for MHE preventive maintenance and repairs for the Defense Commissary Agency (DeCA) commissary located at Fort Buchanan is modified to add funding and exercise Option Year One: August 1, 2022 through July 31, 2023. See Summary of Changes.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) KATHY P. PULLEN / CONTRACTING OFFICER TEL: 804-734-8000 X.52860 EMAIL: Kathy.Pullen@deca.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 09-Jun-2022	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$24,900.00 from \$119,900.00 to \$144,800.00.

SUPPLIES OR SERVICES AND PRICES

CLIN 1001

The option status has changed from Option to Option Exercised.

SUBCLIN 1001AA

The CLIN extended description has changed from:

Hourly RateThe Quantity represents a ceiling, not to exceed amount.

LABOR SCHEDULE

Category: 23000 - Mechanics and Maintenance Repair Occupations

Rate Title: Electronics Technician Maintenance I

Rate: 15.80

Sub-Category: 23181

To:

Hourly RateThe Quantity represents a ceiling, not to exceed amount.

LABOR SCHEDULE

Category: 23000 - Mechanics and Maintenance Repair Occupations

Rate Title: Electronics Technician Maintenance I

Rate: 16.72

Sub-Category: 23181

The option status has changed from Option to Option Exercised.

SUBCLIN 1001AB

The CLIN extended description has changed from:

This is NOT a priced CLIN. The Quantity represents a ceiling, not to exceed amount where DeCA will pay actual costs for parts as evidenced by supplier invoice for direct materials and supplies used to accomplish preventive

maintenance and repair services.

LABOR SCHEDULE

Category: 23000 - Mechanics and Maintenance Repair Occupations

Rate Title: Electronics Technician Maintenance I

Rate: 15.80

Sub-Category: 23181

To:

This is NOT a priced CLIN. The Quantity represents a ceiling, not to exceed amount where DeCA will pay actual costs for parts as evidenced by supplier invoice for direct materials and supplies used to accomplish preventive maintenance and repair services.

LABOR SCHEDULE

Category: 23000 - Mechanics and Maintenance Repair Occupations

Rate Title: Electronics Technician Maintenance I

Rate: 16.72

Sub-Category: 23181

The option status has changed from Option to Option Exercised.

SUBCLIN 1001AC

The option status has changed from Option to Option Exercised.

SUBCLIN 1001AD

The option status has changed from Option to Option Exercised.

SUBCLIN 1001AE

The option status has changed from Option to Option Exercised.

SUBCLIN 1001AF

The option status has changed from Option to Option Exercised.

SUBCLIN 1001AG

The option status has changed from Option to Option Exercised.

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$24,900.00 from \$119,900.00 to \$144,800.00.

SUBCLIN 1001AA:

AB: 012191 097 8164 000 N R 6400 22_EQUIP_MAINT_SUR 22_PREVENTATIVE MAINT
DECA 257 (CIN HQCSKU2321620001) was increased by \$4,950.00 from \$0.00 to \$4,950.00
The contract ACRN AB has been added.
The CIN HQCSKU2321620001 has been added.

SUBCLIN 1001AB:

AB: 012191 097 8164 000 N R 6400 22_EQUIP_MAINT_SUR 22_PREVENTATIVE MAINT
DECA 257 (CIN HQCSKU2321620002) was increased by \$15,000.00 from \$0.00 to \$15,000.00
The contract ACRN AB has been added.
The CIN HQCSKU2321620002 has been added.

SUBCLIN 1001AC:

AB: 012191 097 8164 000 N R 6400 22_EQUIP_MAINT_SUR 22_PREVENTATIVE MAINT
DECA 257 (CIN HQCSKU2321620003) was increased by \$250.00 from \$0.00 to \$250.00
The contract ACRN AB has been added.
The CIN HQCSKU2321620003 has been added.

SUBCLIN 1001AD:

AB: 012191 097 8164 000 N R 6400 22_EQUIP_MAINT_SUR 22_PREVENTATIVE MAINT
DECA 257 (CIN HQCSKU2321620004) was increased by \$1,330.00 from \$0.00 to \$1,330.00
The contract ACRN AB has been added.
The CIN HQCSKU2321620004 has been added.

SUBCLIN 1001AE:

AB: 012191 097 8164 000 N R 6400 22_EQUIP_MAINT_SUR 22_PREVENTATIVE MAINT
DECA 257 (CIN HQCSKU2321620005) was increased by \$380.00 from \$0.00 to \$380.00
The contract ACRN AB has been added.
The CIN HQCSKU2321620005 has been added.

SUBCLIN 1001AF:

AB: 012191 097 8164 000 N R 6400 22_EQUIP_MAINT_SUR 22_PREVENTATIVE MAINT
DECA 257 (CIN HQCSKU2321620006) was increased by \$380.00 from \$0.00 to \$380.00
The contract ACRN AB has been added.
The CIN HQCSKU2321620006 has been added.

SUBCLIN 1001AG:

AB: 012191 097 8164 000 N R 6400 22_EQUIP_MAINT_SUR 22_PREVENTATIVE MAINT
DECA 257 (CIN HQCSKU2321620007) was increased by \$2,610.00 from \$0.00 to \$2,610.00
The contract ACRN AB has been added.
The CIN HQCSKU2321620007 has been added.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE Y		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. P00006		3. EFFECTIVE DATE 26-Jul-2023		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY DEFENSE COMMISSARY AGENCY SUPPLY & EQUIPMENT DIVISION BUILDING P 11200 1300 E AVENUE FORT GREGG-ADAMS VA 23801-1800		CODE HDEC04		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ALLIANCE WORLDWIDE DISTRIBUTING LLC KENNETH BILES 27715 APRIL DAWN BOERNE TX 78006-6551				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HDEC0421C0019			
				X 10B. DATED (SEE ITEM 13) 16-Jul-2021			
CODE 5X4X0		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Bi-lateral, FAR 52.217-9, Option to Extend The Term of the Contract							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: moyew1232371 POC: Willie L. Moye (804) 734-8000 x48643; willie.moye@deca.mil The above referenced contract for MHE preventive maintenance and repairs for the Defense Commissary Agency (DeCA) commissary located at Fort Buchanan is modified. A. The purpose of this modification is to exercise Option Year Two: August 1, 2023 to July 31, 2024. B. LOA/funding was added in the amount of \$34,900.00. C. See Summary of Changes. John Cevera, an authorized representative of AWD signed this modification on July 26, 2023. A signed copy of the modification is on file in the official contract folder. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) KATHY P. PULLEN / CONTRACTING OFFICER TEL: 804-734-8000 X.52860 EMAIL: Kathy.Pullen@deca.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 27-Jul-2023	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$34,900.00 from \$144,800.00 to \$179,700.00.

SUPPLIES OR SERVICES AND PRICES

CLIN 2001

The option status has changed from Option to Option Exercised.

SUBCLIN 2001AA

The option status has changed from Option to Option Exercised.

SUBCLIN 2001AB

The pricing detail quantity has increased by 10,000.00 from 15,000.00 to 25,000.00.

The option status has changed from Option to Option Exercised.

The total cost of this line item has increased by \$10,000.00 from \$15,000.00 to \$25,000.00.

SUBCLIN 2001AC

The option status has changed from Option to Option Exercised.

SUBCLIN 2001AD

The option status has changed from Option to Option Exercised.

SUBCLIN 2001AE

The option status has changed from Option to Option Exercised.

SUBCLIN 2001AF

The option status has changed from Option to Option Exercised.

SUBCLIN 2001AG

The option status has changed from Option to Option Exercised.

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$34,900.00 from \$144,800.00 to \$179,700.00.

SUBCLIN 2001AA:

AC: 012191 097 8164 000 N R 6400 23_EQUIP_MAINT_SUR 23_PREVENTATIVE_SO
DECA 257 (CIN HQCSKU3525150001) was increased by \$4,950.00 from \$0.00 to \$4,950.00
The contract ACRN AC has been added.
The CIN HQCSKU3525150001 has been added.

SUBCLIN 2001AB:

AC: 012191 097 8164 000 N R 6400 23_EQUIP_MAINT_SUR 23_PREVENTATIVE_SO
DECA 257 (CIN HQCSKU3525150002) was increased by \$25,000.00 from \$0.00 to \$25,000.00
The contract ACRN AC has been added.
The CIN HQCSKU3525150002 has been added.

SUBCLIN 2001AC:

AC: 012191 097 8164 000 N R 6400 23_EQUIP_MAINT_SUR 23_PREVENTATIVE_SO
DECA 257 (CIN HQCSKU3525150003) was increased by \$250.00 from \$0.00 to \$250.00
The contract ACRN AC has been added.
The CIN HQCSKU3525150003 has been added.

SUBCLIN 2001AD:

AC: 012191 097 8164 000 N R 6400 23_EQUIP_MAINT_SUR 23_PREVENTATIVE_SO
DECA 257 (CIN HQCSKU3525150004) was increased by \$1,330.00 from \$0.00 to \$1,330.00
The contract ACRN AC has been added.
The CIN HQCSKU3525150004 has been added.

SUBCLIN 2001AE:

AC: 012191 097 8164 000 N R 6400 23_EQUIP_MAINT_SUR 23_PREVENTATIVE_SO
DECA 257 (CIN HQCSKU3525150005) was increased by \$380.00 from \$0.00 to \$380.00
The contract ACRN AC has been added.
The CIN HQCSKU3525150005 has been added.

SUBCLIN 2001AF:

AC: 012191 097 8164 000 N R 6400 23_EQUIP_MAINT_SUR 23_PREVENTATIVE_SO
DECA 257 (CIN HQCSKU3525150006) was increased by \$380.00 from \$0.00 to \$380.00
The contract ACRN AC has been added.
The CIN HQCSKU3525150006 has been added.

SUBCLIN 2001AG:

AC: 012191 097 8164 000 N R 6400 23_EQUIP_MAINT_SUR 23_PREVENTATIVE_SO
DECA 257 (CIN HQCSKU3525150007) was increased by \$2,610.00 from \$0.00 to \$2,610.00

The contract ACRN AC has been added.
The CIN HQCSKU3525150007 has been added.

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for SUBCLIN 2001AB has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 01-AUG-2023 TO 31-JUL-2024	N/A	FORT BUCHANAN COMMISSARY 689 N TERMINAL ROAD FORT BUCHANAN PR 00934-4576 787-707-2087 FOB: Destination	HQCSKU

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 01-AUG-2023 TO 31-JUL-2024	N/A	FORT BUCHANAN COMMISSARY 689 N TERMINAL ROAD FORT BUCHANAN PR 00934-4576 787-707-2087 FOB: Destination	HQCSKU

The following have been modified:

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

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

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

Employee Class Monetary Wage-Fringe Benefits

Commissary

County

Employee Class

Montetary
Wage-Fringe
Benefits

Fort Buchanan	San Juan	23181 – Electronic Technician Maintenance I	WG/08-1, \$15.81
Fort Buchanan	San Juan	23182 – Electronic Technician Maintenance II	WG/09-1, \$16.70

Pulled on 7/18/23:

Wage Determination No.: 2015-5707

Revision No.: 20

Date Of Last Revision: 12/27/2022

(End of clause)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE Y		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. P00007		3. EFFECTIVE DATE 17-Jun-2024		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY DEFENSE COMMISSARY AGENCY SUPPLY & EQUIPMENT DIVISION BUILDING P 11200 1300 EISENHOWER AVENUE FORT GREGG-ADAMS VA 23801-1800		CODE HQC004		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ALLIANCE WORLDWIDE DISTRIBUTING LLC KENNETH BILES 27715 APRIL DAWN BOERNE TX 78006-6551				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HDEC0421C0019			
				X 10B. DATED (SEE ITEM 13) 16-Jul-2021			
CODE 5X4X0		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.217-8 Option to Extend Services.							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: scottj242146 The purpose of this modification is to extend the contract terms for an additional six months. A) CLINs 2001AA-2001AG contract completion date has changed from July 31, 2024 to January 31, 2025. . B) Funding is currently not available but will be added in accordance with FAR 52.212-18 Availability of Funds. Prior to commencement of work under this contract, the Contracting Officer shall provide written notice to the contractor that funds are available. The contractor shall not perform work under this contract until appropriate funding notice has been provided. C) Wage determination 2015-5707 (\$17.67) D) See Summary of Changes							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) NICHOLAS RUPPERT / CONTRACTING OFFICER TEL: 804-734-8000 EMAIL: nicholas.ruppert@deca.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 10-Jul-2024	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

CLIN 2001

The CLIN extended description has changed from:

Preventive Maintenance (PM) and Repair of Material Handling EquipmentOption Year Two: August 1, 2023 - July 31, 2024PMs shall include: labor, parts, expendables, fluids, and trip charges to perform the requirements listed in the PM checklist. See Performance Work Statement (PWS) attached.The contractor is responsible for capturing costs to complete the administrative process of manpower reporting. See PWS attached.

To:

Preventive Maintenance (PM) and Repair of Material Handling EquipmentOption Year Two: August 1, 2023 - January 31, 2025PMs shall include: labor, parts, expendables, fluids, and trip charges to perform the requirements listed in the PM checklist. See Performance Work Statement (PWS) attached.The contractor is responsible for capturing costs to complete the administrative process of manpower reporting. See PWS attached.

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for SUBCLIN 2001AA has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 01-AUG-2023 TO 31-JUL-2024	N/A	FORT BUCHANAN COMMISSARY 689 N TERMINAL ROAD FORT BUCHANAN PR 00934-4576 787-707-2087 FOB: Destination	HQCSKU

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 01-AUG-2023 TO 31-JAN-2025	N/A	FORT BUCHANAN COMMISSARY 689 N TERMINAL ROAD FORT BUCHANAN PR 00934-4576 787-707-2087 FOB: Destination	HQCSKU

The following Delivery Schedule item for SUBCLIN 2001AB has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 01-AUG-2023 TO 31-JUL-2024	N/A	FORT BUCHANAN COMMISSARY 689 N TERMINAL ROAD FORT BUCHANAN PR 00934-4576 787-707-2087 FOB: Destination	HQCSKU

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 01-AUG-2023 TO 31-JAN-2025	N/A	FORT BUCHANAN COMMISSARY 689 N TERMINAL ROAD FORT BUCHANAN PR 00934-4576 787-707-2087 FOB: Destination	HQCSKU

The following Delivery Schedule item for SUBCLIN 2001AC has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 01-AUG-2023 TO 31-JUL-2024	N/A	FORT BUCHANAN COMMISSARY 689 N TERMINAL ROAD FORT BUCHANAN PR 00934-4576 787-707-2087 FOB: Destination	HQCSKU

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 01-AUG-2023 TO 31-JAN-2025	N/A	FORT BUCHANAN COMMISSARY 689 N TERMINAL ROAD FORT BUCHANAN PR 00934-4576 787-707-2087 FOB: Destination	HQCSKU

The following Delivery Schedule item for SUBCLIN 2001AD has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
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POP 01-AUG-2023 TO 31-JUL-2024	N/A	FORT BUCHANAN COMMISSARY 689 N TERMINAL ROAD FORT BUCHANAN PR 00934-4576 787-707-2087 FOB: Destination	HQCSKU
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To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 01-AUG-2023 TO 31-JAN-2025	N/A	FORT BUCHANAN COMMISSARY 689 N TERMINAL ROAD FORT BUCHANAN PR 00934-4576 787-707-2087 FOB: Destination	HQCSKU

The following Delivery Schedule item for SUBCLIN 2001AE has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 01-AUG-2023 TO 31-JUL-2024	N/A	FORT BUCHANAN COMMISSARY 689 N TERMINAL ROAD FORT BUCHANAN PR 00934-4576 787-707-2087 FOB: Destination	HQCSKU

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 01-AUG-2023 TO 31-JAN-2025	N/A	FORT BUCHANAN COMMISSARY 689 N TERMINAL ROAD FORT BUCHANAN PR 00934-4576 787-707-2087 FOB: Destination	HQCSKU

The following Delivery Schedule item for SUBCLIN 2001AF has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 01-AUG-2023 TO 31-JUL-2024	N/A	FORT BUCHANAN COMMISSARY 689 N TERMINAL ROAD FORT BUCHANAN PR 00934-4576 787-707-2087 FOB: Destination	HQCSKU

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 01-AUG-2023 TO 31-JAN-2025	N/A	FORT BUCHANAN COMMISSARY 689 N TERMINAL ROAD FORT BUCHANAN PR 00934-4576 787-707-2087 FOB: Destination	HQCSKU

The following Delivery Schedule item for SUBCLIN 2001AG has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 01-AUG-2023 TO 31-JUL-2024	N/A	FORT BUCHANAN COMMISSARY 689 N TERMINAL ROAD FORT BUCHANAN PR 00934-4576 787-707-2087 FOB: Destination	HQCSKU

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 01-AUG-2023 TO 31-JAN-2025	N/A	FORT BUCHANAN COMMISSARY 689 N TERMINAL ROAD FORT BUCHANAN PR 00934-4576 787-707-2087 FOB: Destination	HQCSKU

(End of Summary of Changes)