

PRIME VENDOR SOUTH WEST ASIA

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER	PAGE 1 OF	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE		
			SPM300-11-R-0005	10/13/2010		
7. FOR SOLICITATION INFORMATION CALL:	a. NAME		b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME		
	THOMAS DREW JR		215-737-4862	12/14/10 3:00 pm		
9. ISSUED BY	CODE	10. THIS ACQUISITION IS		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	
DEFENSE LOGISTICS AGENCY (DLA) Troop Support DIRECTORATE OF SUBSISTENCE, BLDG #6 700 ROBBINS AVENUE PHILADELPHIA, PA 19111-5092 POC: THOMAS DREW/DSCP-FTAD/215-737-4862		<input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 311999 SIZE STANDARD: 500		<input checked="" type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING N/A 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		
15. DELIVER TO	CODE	16. ADMINISTERED BY		CODE		
SEE SCHEDULE		SAME AS BLOCK 9				
17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY			
			CODE			
TELEPHONE NO.			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00001	ACQUISITION FOR FULL LINE FOOD AND NON-FOOD DISTRIBUTION FOR AUTHORIZED CUSTOMERS IN SOUTHWEST ASIA					
00002	24 Month Base Period					
00003	1st 18 Month Option Period					
	2nd 18 Month Option Period					
<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input checked="" type="checkbox"/> ARE		<input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE		<input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> 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 HEREIN.			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

PRIME VENDOR SOUTH WEST ASIA

ADMINISTRATIVE DATA/DELIVERY SCHEDULE
CONTINUATION OF THE BLOCKS ON PAGE 1 (SF 1449)**BLOCK 8** (continued):

OFFER DUE DATE/LOCAL TIME: 12/14/2010, 3:00 P.M. PHILADELPHIA TIME

NOTE: This solicitation shall be signed by each offeror and submitted along with each offer. Only one originally signed copy of this solicitation document is required for submission.

All offers are required to be mailed to the Defense Logistics Agency (DLA) TROOP SUPPORT Post Office Box 56667 or hand carried to the DLA Troop Support Business Opportunities Office as described on pages 2-3 of the solicitation.

Technical proposals shall address all technical factors in consideration of the contents of this solicitation. Six copies of the submitted technical proposal are required for submission.

Business proposals/pricing must be submitted on the catalog distribution list and schedule of items, Attachment 2 for Zone 1 and Attachment 4 for Zone 2. Two electronic copies in Microsoft Excel Spreadsheet format on two separate CDs and two paper copies of the business proposal/pricing are required for submission. All quotes and/or invoices must be submitted. **Any quote or invoice that references more than one item must be copied and submitted one for each item on the schedule, in item number sequence.**

BLOCK 9 (continued):

All offers/modifications/withdrawals must be plainly marked on the **OUTERMOST ENVELOPE** with the solicitation number, closing date, and time set for the receipt of offers.

Send **MAILED OFFER** to:

DEFENSE LOGISTICS AGENCY
DLA TROOP SUPPORT
POST OFFICE BOX 56667
PHILADELPHIA, PA 19111-6667

Deliver **HANDCARRIED OFFER**, including delivery by commercial carrier, to:

DLA TROOP SUPPORT
BUSINESS OPPORTUNITIES OFFICE
BLDG. 36, SECOND FLOOR
700 ROBBINS AVENUE
PHILADELPHIA, PA 19111-5092

PRIME VENDOR SOUTH WEST ASIA

All hand carried offers are to be delivered to the Business Opportunities Office between 8:00 AM and 5:00 PM, Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103.

Offerors that respond to this solicitation using a commercial carrier service must ensure that the commercial carrier service "hand carries" the package to the Business Opportunities Office prior to the scheduled closing time.

NOTE: Facsimile and E-mail Offers are not acceptable forms of transmission for submission of initial proposals or revisions to initial proposals submitted in response to this solicitation. As directed by the Contracting Officer, facsimile and e-mail may be used during discussions/negotiations, if discussions/negotiations are held, for proposal revision(s), including Final Proposal revision(s).

BLOCK 17A. (Continued):

OFFERORS: SPECIFY
CAGE

CODE: _____
PRIMARY COMPANY

POC/NEGOTIATOR: _____
PHONE

#: _____
E-MAIL

ADDRESS: _____
FAX

NUMBER: _____

BLOCK 17B. (CONTINUED)

REMITTANCE WILL BE MADE TO THE ADDRESS THAT THE VENDOR HAS LISTED IN THE CENTRAL CONTRACT REGISTER (CCR).

Offeror's assigned DUNS Number: _____

AUTHORIZED NEGOTIATORS:

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposal. Please list names, titles, e-mail addresses, and telephone numbers for each authorized negotiator.

BLOCKS 19-24 (CONTINUED): SEE SCHEDULE OF ITEMS

PRIME VENDOR SOUTH WEST ASIA

CAUTION NOTICE

NOTICE TO DLA SUPPLIERS

The Government reserves the right to cancel this solicitation. If this should occur, the Government will not be liable for any solicitation preparation costs that vendors may incur.

In accordance with FAR 52.225-25, (effective September 29, 2010) each offeror must certify that the offeror, and any person owned or controlled by the offeror, does not engage in any activity for which sanctions may be imposed under section 5 of the Iran Sanctions Act. Each offeror shall update its ORCA certifications and/or by submission of an offer, make the above certification (See FAR 52.212-3).

Customers to be supported under this solicitation in Qatar, Saudi Arabia, Bahrain, the United Arab Emirates, and Oman have been designated as contingency operation zones in accordance with the definition at FAR 2.101. Offerors are advised to consult with the U.S. Department of State (www.travel.state.gov) for the latest information on the political and security conditions in the solicited zone. Please note that customers located in Djibouti and Kenya covered under Zone 2 have not been designated as a contingency operation zone.

Please note that any amended version of the solicitation that is issued is done so for convenience. Offerors should go by the language of the original solicitation and any subsequent amendment itself that is issued.

Attachments 1, 2, 3, and 4 (to include sheets a, b, and c) will only be provided by DLA Troop Support to offerors upon request (e-mail request is preferred). See below e-mail contact information.

DLA Troop Support Points of Contact:

Thomas.Drew@dla.mil

Assunta.Bonanno@dla.mil

Joseph.Zulli@dla.mil

PRIME VENDOR SOUTH WEST ASIA

******PRE-PROPOSAL QUESTIONS******

SOLICITATION NUMBER SPM300-11-R-0005

DLA TROOP SUPPORT WILL ENTERTAIN PRE-PROPOSAL QUESTIONS TO FURTHER CLARIFY AND DISCUSS THE REQUIREMENTS OF THIS SOLICITATION.

DUE DATE FOR QUESTIONS IS 10/26/2010

5:00PM, PHILADELPHIA TIME.

IF YOU PLAN TO SUBMIT QUESTIONS, PLEASE SEND A FAX or E-MAIL WITH THE FOLLOWING INFORMATION:

NAME OF FIRM
NAME AND TITLE OF REPRESENTATIVE
ADDRESS OF FIRM
PHONE AND FAX NUMBER
SIZE OF BUSINESS
QUESTIONS

THIS INFORMATION MAY BE FAXED TO ASSUNTA.BONANNO OR THOMAS DREW AT 215-737-4356 OR SENT VIA EMAIL TO Assunta.Bonanno@dla.mil AND Thomas.Drew@dla.mil

NOTE: Vendors are encouraged to carefully review the solicitation before developing questions for submission. Answers to questions will be provided via amendment.

PRIME VENDOR SOUTH WEST ASIA

CAUTION NOTICE**???? DID YOU REMEMBER TO: ????**

Number	Reminder	Check
1	Request attachments 1, 2, 3, and 4 (to include sheets a, b, and c) from the Contracting Officer, as indicated below and use the provided spreadsheets for submission of your pricing information?	
2	Fill in and sign SF1449 as required?	
3	Print one copy of the solicitation from the DLA Troop Support web site www.dscp.dla.mil/subs/pv/regions/mideast/pvmideast.asp ? Return one (1) signed and completed copy of this solicitation with your proposal?	
4	Return one (1) signed copy of any future amendments.	
5	Prepare and return 6 copies of the Technical Proposal and 2 copies of the Business Proposal/Pricing?	
6	Submit the Business Proposal/Pricing on the formatted spreadsheets (attachments 1, 2, 3, and 4 to include sheets a, b, and c) in accordance with the instructions in the solicitation (Two electronic copies in Microsoft Excel Spreadsheet format on two separate CDs and one paper copy)?	
7	Submit a MANUFACTURER'S quote or invoice for every item listed on attachment 2 and attachment 4 (ONE COPY OF THE QUOTE OR INVOICE FOR EACH INDIVIDUAL ITEM)? Label or use a cover sheet for each quote or invoice to identify the item number from the schedule that it supports? Submit the quotes or invoices in item number sequence? Submit quotes or invoices that are dated within forty-five (45) days prior to the date specified for receipt of offers (initial or revised, whichever is later)? Are FOB Origin Terms clearly identified on the quote or invoice? Is the product price based on Twenty-foot Truck Load Quantities? Is the NAPA discount clearly identified on the quote or invoice and removed from the product price? Refer to solicitation for actual requirements.	
8	Submit a list of CONUS and OCONUS "Distribution Points" or "Places of Performance" that will directly support the proposed customers? Warehouses functioning as backups should be designated as such. See the submission requirement for technical factor III, d. Pipeline.	
9	Check your math for accuracy on your Business Proposal/Pricing?	
10	Submit your best offer?	
11	Submit a Subcontracting Plan if your firm is a large business?	
12	Identify your authorized negotiators on page 3 as required. Did you identify which negotiator will serve as the primary point of contact?	

Please contact Thomas Drew or Assunta Bonanno or Joseph Zulli in order to receive an electronic copy of the category/distribution list and schedule of items, attachments 1, 2, 3, and 4. The schedule of items format will be Microsoft Excel Spreadsheet.

Contract Specialist

Thomas Drew

215-737-4862

Thomas.Drew@dla.milContracting Specialist

Joseph Zulli

215-737-0752

Joseph.Zulli@dla.milContracting Officer

TBD

TBD

TBD

NOTE: The Defense Base Act (DBA) and the Longshore and Harbor Workers' Compensation Act, implemented through FAR Part 28, mandate that all United States government contractors and subcontractors at all tiers must obtain workers' compensation insurance for their employees working overseas, with certain exceptions not applicable here. The United States Department of Labor administers the DBA, ensuring that employers provide workers' compensation benefits for covered employees. The contractor must submit proof of a valid DBA insurance policy for the prime and their subcontractors at every tier prior to performance of the contract. It is the

PRIME VENDOR SOUTH WEST ASIA

responsibility of the contractor to obtain and maintain such insurance during the entire performance period of the contract. Failure by the contractor or its subcontractors to comply with the provisions of the DBA may subject the contractor to extensive civil liability and criminal penalties. Detailed information on the requirements of the DBA and Longshore and Harbor Workers' Compensation Acts is available at <http://www.dol.gov/esa/owcp/dlhwc/lbdba.htm>. Any further questions should be directed to the Department of Labor, your legal advisor or a DBA insurance carrier.

NOTE: All cost associated with workers' compensation insurance as related to the Defense Base Act (DBA) and the Longshore and Harbor Workers Compensation Act shall be allocated within the normal distribution price.

PRIME VENDOR SOUTH WEST ASIA

TABLE OF CONTENTS

	<u>PAGE</u>
<u>CONTRACT CLAUSES</u>	
FAR 52.212-4 – Contract Terms and Conditions – Commercial Items	10
Addendum to FAR 52.212-4	18
FAR 52.212-5 – Contract Terms and Conditions Required to Implement Statutes	46
or Executive Orders Applicable to Defense Acquisition of Commercial Items	
DFARS 252.212-7001 – Contract Terms and Conditions Required to Implement	54
Statutes or Executive orders Applicable to Defense Acquisition of Commercial Items	
<u>STATEMENT OF WORK</u>	
Supplies/Services and Prices	57
Descriptions/Specifications	109
Packaging and Marking	126
Inspection and Acceptance	132
Deliveries and Performance	135
Contract Administration Data	147
Special Contract Requirements	150
<u>SOLICITATION PROVISIONS</u>	
FAR 52.212-1 – Instructions to Offerors – Commercial Items	155
Addendum to FAR 52.212-1	155
FAR 52.212-2 – Evaluation – Commercial Items	181
Addendum to FAR 52.212-2	182
FAR 52.212-3 – Offeror Representations and Certifications – Commercial Items	191
Other Required Certifications	
Addendum to FAR 52.212-3	210
DFARS 252.212-7000 – Offeror Representations and Certifications	213
Commercial Items	
<u>LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS</u>	215
Attachment 1 – Category/Distribution List for Zone 1	
Attachment 2 – Schedule of Items for Zone 1	
Attachment 3 – Category/Distribution List for Zone 2	
Attachment 4 - Schedule of Items for Zone 2	
Attachment 5 – STORES EDI Information & Transaction Sets	

PRIME VENDOR SOUTH WEST ASIA

FAR 52.212-4 -- Contract Terms and Conditions -- Commercial Items (Jun 2010)

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

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(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 the Contract Disputes Act of 1978, 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.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(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.

PRIME VENDOR SOUTH WEST ASIA

FAR 52.212-4 (continued)*(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, contract 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—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

PRIME VENDOR SOUTH WEST ASIA

FAR 52.212-4 (continued)

(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) Payment.

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

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

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

(4) *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 which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

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

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

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

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

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

PRIME VENDOR SOUTH WEST ASIA

FAR 52.212-4 (continued)

(D) Contractor point of contact.

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

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.

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

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

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

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

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

PRIME VENDOR SOUTH WEST ASIA

FAR 52.212-4 (continued)

(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.

(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 a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

PRIME VENDOR SOUTH WEST ASIA

FAR 52.212-4 (continued)

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

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

(o) *Warranty.* The Contractor warrants and implies that the items delivered 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. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 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, and Compliance with Laws Unique to Government Contracts 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.

PRIME VENDOR SOUTH WEST ASIA

FAR 52.212-4 (continued)

- (6) Other paragraphs of this clause.
 - (7) The Standard Form 1449.
 - (8) Other documents, exhibits, and attachments.
 - (9) The specification.
- (t) Central Contractor Registration (CCR).
- (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
 - (2)
 - (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:
 - (A) Change the name in the CCR database;
 - (B) Comply with the requirements of Subpart 42.12 of the FAR;
 - (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

PRIME VENDOR SOUTH WEST ASIA

FAR 52.212-4 (continued)

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor’s CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

PRIME VENDOR SOUTH WEST ASIA

ADDENDUM TO FAR 52.212-4

Contract Terms and Conditions – Commercial Items

The following paragraph(s) of 52.212-4 are amended as indicated below:

1. Paragraph (a), Inspection/Acceptance, is revised to add the following:

“Inspection and acceptance of products will be performed at destination. The authorized receiving official for each customer is responsible for signing for and accepting products when they are delivered. The final disposition decision rests with the food service officer and/or the authorized receiving official.”

2. Paragraph (c), Changes, is deleted in its entirety and replaced with the following:

(c) Changes.

(1) The Contracting Officer, at his/her discretion, may unilaterally invoke any of the contingency options set forth in this contract.

(2) The Contracting Officer may at anytime, by unilateral written order, make changes within the general scope of this contract in any one or more of the following:

- (i) method of shipment or packing;
- (ii) place, manner, or time of delivery.

(3) If such change causes an increase or decrease in the cost of, or time required for, performance for any part of the work under this contract, the Contracting Officer shall make equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(4) The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

3. Paragraph (m), Termination for Cause.

Delete paragraph (m) in its entirety and substitute the following:

(m) Termination for Cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If this contract is terminated in whole or in part for cause, and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, or any other damages resulting from such cause, the Contractor shall pay, and the Government shall accept, the sum of

PRIME VENDOR SOUTH WEST ASIA

Addendum to FAR 52.212-4 (continued)**3. Paragraph (m), Termination for Cause. (continued)**

\$1155.00 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for cause following which the Government repurchases the terminated supplies or services together with any incidental or consequential damages incurred because of the termination. If it is determined that the Government improperly terminated this contract for cause, such termination shall be deemed a termination for convenience.

4. Paragraph (o), Warranty, is revised to add the following:

“In the event that a product recall is initiated by the Prime Vendor, supplier or manufacturer, the Prime Vendor should follow the procedures as outlined below:

- (1) Immediately notify the following personnel:
 - (i) Customers that have received the recalled product
 - (ii) DLA Troop Support Contracting Officer, TBD
 - (iii) DLA Troop Support Contracting Specialist, Thomas Drew at 215-737-4862
 - (iv) DLA Troop Support Account Manager, Cynthia Baker at 215-737-4068
 - (v) DLA Troop Support Account Manager, Ethel Leary at 215-737-3097
 - (vi) DLA Troop Support Account Manager, Weslenette Webb at 215-737-4528
 - (vii) DLA Troop Support Consumer Safety Officer at 215-737-3845
- (2) Provide the following information to the DLA Troop Support Consumer Safety Officer:
 - (i) Reason for recall
 - (ii) Level of recall, i.e. Type I, II or III
 - (iii) Description of product, including specific manufacturer’s lot numbers
 - (iv) Amount of product
 - (v) List of customers that have received product
 - (vi) Name and phone number of responsible person (Recall Coordinator)
- (3) The Prime Vendor should provide a Final Status Report of Recall, when completed, to the DLA Troop Support Consumer Safety Officer.”
- (4) The supplies furnished under the resultant contract(s) shall be covered by the most favorable commercial warranties that the contractor gives to any customer. The supplies and the rights and remedies provided therein are in addition to, and do not limit, any rights afforded to the Government by Clause 52.212-4(o) “Warranty”, “Contract Terms and Conditions-Commercial Items” and any addendum contained in the solicitation.

5. Paragraph (t), Central Contractor Registration (CCR).

Add the following:

(5) Definitions.

“Central Contractor Registration (CCR) Database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) Code” means—

- (a) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (b) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code”.

PRIME VENDOR SOUTH WEST ASIA**Addendum to FAR 52.212-4 (continued)****5. Paragraph (t), Central Contractor Registration (CCR) (continued)**

“Data Universal Number System (DUNS) Number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System+4 (DUNS+4) Number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR Database” means that—

(a) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 numbers, into the CCR database;

(b) The Contractor’s CAGE code is in the CCR database; and

(c) The Government has validated all mandatory data fields and has marked the records “Active”.

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (Feb 1998)

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

<http://www.dla.mil/j-3/j-336/icps.htm> *OR*

<http://www.dla.mil/j-3/j-336/logisticspolicy/procurementlinks2.htm>

FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (Apr 1984)

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

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

PRIME VENDOR SOUTH WEST ASIA

Addendum to FAR 52.212-4 (continued)

The following additional clauses are incorporated by REFERENCE:

<u>CLAUSE NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
FAR 52.204-7	Central Contractor Registration	APR 2008
FAR 52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
FAR 52.208-9	Contractor Use of Mandatory Sources of Supplies or Services	OCT 2008
FAR 52.211-5	Material Requirements	AUG 2000
FAR 52.219-16	Liquidated Damages – Subcontracting Plan	JAN 1999
FAR 52.222-29	Notification of Visa Denial	JUN 2003
FAR 52.229-6	Taxes-Foreign Fixed-Price Contracts	JUN 2003
FAR 52.232-17	Interest	OCT 2008
FAR 52.242-13	Bankruptcy	JULY 1995
FAR 52.242-15	Stop-Work Order	AUG 1989
FAR 52.247-34	F.O.B. Destination	NOV 1991
DFARS 252.201-7000	Contracting Officer's Representative	DEC 1991
DFARS 252.204-7003	Control of Government Personnel Work Product	APR 1992
DFARS 252.204-7004	Alternate A, Central Contractor Registration	SEP 2007
DFARS 252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country	DEC 2006
DFARS 252.225-7002	Qualifying Country Sources as Subcontractors	APR 2003
DFARS 252.225-7005	Identification of Expenditures in the United States	JUN 2005
DFARS 252.225-7041	Correspondence in English	JUN 1997
DFARS 252.225-7042	Authorization to Perform	APR 2003
DFARS 252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
DFARS 252.229-7001	Tax Relief	JUN 1997
DFARS 252.232-7010	Levies on Contract Payments	DEC 2006
DFARS 252.233-7001	Choice of Law (Overseas)	JUN 1997
DFARS 252.251-7000	Ordering From Government Supply Sources	NOV 2004
DLAD 52.211-9010	Shipping Documentation – MIL – STD – 129P	MAY 2006
DLAD 52.246-9039	Removal of Government Identification from Non-Accepted Supplies	APR 2008
DLAD 52.247.9012	Requirements for treatment of wood packaging material (WPM)	FEB 2007

PRIME VENDOR SOUTH WEST ASIA

Addendum to FAR 52.212-4 (continued)

The following additional clauses are incorporated in full text:

**FAR 52.209-6 – PROTECTING THE GOVERNMENTS INTEREST WHEN
SUBCONTRACTING WITH DEBARRED, SUSPENDED, OR PROPOSED FOR
DEBARMENT (Sep 2006)**

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$30,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$30,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

PRIME VENDOR SOUTH WEST ASIA

Addendum to FAR 52.212-4 (continued)**FAR 52.216-18 ORDERING (Oct 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 60 months thereafter if all options are exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

FAR 52.216-19 – ORDER LIMITATIONS.(Oct 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$250.00 per order, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of \$371,584,500.00 for Zone 1 customers and \$477,634,500.00 for Zone 2 customers

(2) Any order for a combination of items in excess of \$371,584,500.00 for Zone 1 customers and \$477,634,500.00 for Zone 2 customers; or

(3) A series of orders from the same ordering office within 1 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

PRIME VENDOR SOUTH WEST ASIA

Addendum to FAR 52.212-4 (continued)**FAR 52.216-22 – INDEFINITE QUANTITY.(Oct 1995)**

- (a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days after the expiration date_____.

FAR 52.228-3 – Workers Compensation Insurance (Defense Base Act) (Apr 1984)

The Contractor shall

- (a) provide, before commencing performance under this contract, such workers’ compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, *et seq.*) requires and
- (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

PRIME VENDOR SOUTH WEST ASIA

Addendum to FAR 52.212-4 (continued)**DFARS 252.225-7040 CONTRACTOR PERSONNEL IN THE UNITED STATES
CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2007-O0010)**

(a) *Definitions.* As used in this clause— “Chief of mission” means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Public Law 96-465) to be temporarily in charge of such a mission or office.

“Combatant commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

(b) *General.*

(1) This clause applies when contractor personnel are required to perform in the United States Central Command (IJSCENTCOM) Area of Responsibility (AOR), and are not covered by the clause at DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

- (i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, contractor personnel are only authorized to use deadly force in self defense.
- (ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears

PRIME VENDOR SOUTH WEST ASIA

Addendum to FAR 52.212-4 (continued)**DFARS 252.225-7040 DFARS 252.225-7040 DEVIATION 2007-O0010 continued**

necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the USCENTCOM AOR are familiar with and comply with, all applicable—

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures;
and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.*

(1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before contractor personnel depart from the United States or a third country, and before contractor personnel residing in the host country begin contract performance in the USCENTCOM AOR, the Contractor shall ensure the following:

PRIME VENDOR SOUTH WEST ASIA

Addendum to FAR 52.212-4 (continued)**DFARS 252.225-7040 DEVIATION 2007-O0010 continued**

- (i) All required security and background checks are complete and acceptable.
- (ii) All personnel are medically and physically fit and have received all required vaccinations.
- (iii) All personnel have all necessary passports, visas, entry permits, and other documents required for contractor personnel to enter and exit the foreign country, including those required for in-transit countries.
- (iv) All personnel have received theater clearance, if required by the Combatant Commander.
- (v) All personnel have received personal security training. The training must at a minimum—
 - (A) Cover safety and security issues facing employees overseas;
 - (B) Identify safety and security contingency planning activities;
 - and
 - (C) Identify ways to utilize safety and security personnel and other resources appropriately.
- (vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.
- (vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations online at <http://www.travel.state.gov>.

PRIME VENDOR SOUTH WEST ASIA

Addendum to FAR 52.212-4 (continued)**DFARS 252.225-7040 DEVIATION 2007-O0010 continued**

- (3) The Contractor shall notify all personnel who are not a local national or ordinarily resident in the host country that—
- (i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 *et seq.*);
 - (ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a violation of the law of war when committed by a civilian national of the United States;
 - (iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other Government missions outside the United States (18 U.S.C. 7(9)).

(f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the USCENTCOM AOR to-

- (1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;
- (2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and
- (3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

PRIME VENDOR SOUTH WEST ASIA

Addendum to FAR 52.212-4 (continued)**DFARS 252.225-7040 DEVIATION 2007-O0010 continued**

(g) Personnel data.

(1) The Contractor shall enter, before deployment, or if already in the USCENCOM AOR, enter upon becoming an employee under this contract, and maintain current data, including departure date, for all contractor personnel, including U.S. citizens, U.S. legal aliens, third country nationals; and local national contractor personnel, who are performing this contract in the USCENCOM AOR. This requirement excludes—

- Personnel hired under contracts for which the period of performance is less than 30 days; and
- Embarked contractor personnel, while afloat, that are tracked by the Diary Message Reporting System.

(2) The automated web-based system to use for this effort is the Synchronized Predeployment and Operational Tracker (SPOT). Follow these steps to register in and use SPOT:

(i) SPOT registration can be accomplished by either a Common Access Card or through an Army Knowledge Online (AKO) account.

(ii) In order to obtain an AKO account, the Contractor shall—

(A) Request the Contracting Officer or other Government point of contract to sponsor its AKO guest account;

(B) Go to <http://www.us.army.mil>

(C) Enter the AKO sponsor username; and

(D) After AKO registration, contact the sponsor to confirm registration.

(iii) *Registration in SPOT.*

(A) Register for a SPOT account

<https://iel.kc.us.army.mil/spotregistration/>.

(B) The customer support team must validate user need. This process may take 2 business days. Company supervisors will be contacted to determine the appropriate level of user access.

PRIME VENDOR SOUTH WEST ASIA

Addendum to FAR 52.212-4 (continued)**DFARS 252.225-7040 DEVIATION 2007-O0010 continued**

(iv) *Access to SPOT.* Upon approval, all users will access SPOT at <https://iel.kc.us.army.mil/spotracker>.

(v) *SPOT Questions.* Refer SPOT application assistance questions to the Customer Support Team at 717-506-1358 or SPOT@technisource.com.

(3) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive the data card.

(h) *Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) *Weapons.*

(1) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons—

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The _____ [*Contracting Officer to specify individual, e.g. Contracting Officer Representative, Regional Security Officer, etc.*] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

Addendum to FAR 52.212-4 (continued)**DFARS 252.225-7040 DEVIATION 2007-O0010 continued**

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable Department of Defense and agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

PRIME VENDOR SOUTH WEST ASIA

Addendum to FAR 52.212-4 (continued)**DFARS 252.225-7040 DEVIATION 2007-O0010 continued***(k) Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(1) Evacuation.

(1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

m) *Personnel recovery.* In the case of isolated, missing, detained, captured or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) Notification and return of personal effects.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee—

- (i) Dies;
- (ii) Requires evacuation due to an injury; or
- (iii) Is isolated, missing, detained, captured, or abducted.

PRIME VENDOR SOUTH WEST ASIA

Addendum to FAR 52.212-4 (continued)**DFARS 252.225-7040 DEVIATION 2007-O0010 continued**

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing contractor personnel, if appropriate, to next of kin.

(o) *Mortuary affairs.* Mortuary affairs for contractor personnel who die in the area of performance will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at anytime, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform in the USCENTCOM AOR.

DFARS 252.225-7043 ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

(a) *Definition.* "United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

PRIME VENDOR SOUTH WEST ASIA

Addendum to FAR 52.212-4 (continued)**DFARS 252.225-7043 (continued)**

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from the Contracting Officer.

DLAD 52.215-9006 - ABILITYONE, (FORMERLY CALLED JAVITS-WAGNER-O'DAY ACT ("JWOD")) ENTITY SUPPORT- CONTRACTOR REPORTING (Dec 1997)

The contractor shall submit periodic progress reports (no less frequently than annually) to the contracting officer regarding the contractor's subcontracting efforts relative to "ABILITYONE" entities. There is no standard or prescribed format for this requirement; however, performance data accumulated and reported by the contractor must be as specified in its offer.

PRIME VENDOR SOUTH WEST ASIA

Addendum to FAR 52.212-4 (continued)**ECONOMIC PRICE ADJUSTMENT – ACTUAL MATERIAL COSTS FOR
SUBSISTENCE PRODUCT PRICE BUSINESS MODEL - DLAD 52.216-9065 (NOV 2009)**

(a) WARRANTIES. For the portion of the schedule that is covered by this EPA clause, the contractor warrants that --

(1) Contract Unit Prices covered by this contract do not include allowances for any portion of the contingency covered by this clause; and

(2) All price adjustments invoiced under this contract shall be computed in accordance with the provisions of this clause.

(b) DEFINITIONS. As used throughout this clause, the term:

(1) "Contract Unit Price" means the total fixed price per unit charged to DLA Troop Support for a product delivered to DLA Troop Support's customers. The Contract Unit Price consists of two components: Product Price and Distribution Price. The unit price sum of the two component prices shall be rounded up or down as applicable, to the nearest cent.

(2) "Product Price" is the most recent DLA Troop Support Manufacturer's Price Agreement (MPA) price or the most recent manufacture, grower or private label holder commercial price per unit to the Contractor, exclusive of standard freight. The Product Price shall be based on FOB Origin/Point of Manufacturer. Product Price shall exclude all costs that are to be covered in the Distribution Price, including but not limited to, all transportation, broker and dealer costs and fees, projected general and administrative expenses, COR and VETCOM office space (where applicable), workers compensation insurance as related the Defense Base Act (DBA), the Longshore and Harbor Workers compensation Act, overhead, packaging/marketing/labeling costs, all Non Point of Manufacturer fees, palletization, procurement fees, storage, consolidation, distribution work and pallets and ice for Airlifts.

Exceptions:

a) Airfreight Charges may be included in the Product price for Fresh Fruits and Vegetables (FF&V) when it is necessary to have product flown in for the exclusive use of this contract when the local market's supply cannot support.

b) A CONUS-based manufacturer, grower or private label holder's product pricing which is a national price inclusive of transportation costs to a Distribution Point shall be supported by documentation and may be considered by the Government on a case by case basis, upon concurrence of the contracting officer.

PRIME VENDOR SOUTH WEST ASIA

Addendum to FAR 52.212-4 (continued)**DLAD 52.216-9065 (continued)**

c) Mandatory Source Items: The product price shall be limited to the nonprofit agency's price for product as set in accordance with applicable law. The product price shall be based on FOB Origin/Nonprofit Agency. (Prices set in accordance with applicable law (FOB Origin/Nonprofit Agency).)

For this contract, the Product Price shall be the contractor's last Product Price through close of business 12:00 p.m. local Philadelphia time on the last Monday of each month for submission not later than 12:00 p.m. local Philadelphia time on the last Monday of each month for updating the following month's Ordering Catalog price. The Product Price shall have any and all Product Allowance subtractions made prior to presenting the Product Price to DLA Troop Support.

(3) "Product Allowance" is discounts, rebates, and allowances to be passed on to the Government.

All discounts, rebates, or allowances on particular items which are reflected in the amounts shown on the face of the manufacturer's, grower's or private label holder's invoice (referred to as "off-invoice allowances") or designated by the manufacturer, grower or private label holder to be passed on to the Government or to similar commercial customers, shall be passed by the Contractor in the form of an up-front price reduction. The total of these discounts, rebates, and allowances (Product Allowance), shall be reflected via a reduced STORES price, resulting in a lower invoice price to the customer. Any rebates that must be passed to the Government and which cannot be applied as an up-front price reduction must be submitted via check made to the US Treasury, attached with itemized listing of all customer purchases by line item to include contract number, call number, purchase order number and CLIN number.

(4) "Distribution Price (including normal and premium freight)" means the firm fixed price portion of the Contract Unit Price, offered as a dollar amount per unit of issue, rounded up or down to the nearest cent. The Distribution Price is the only method for the Contractor to bill the Government for all costs of contract performance other than Product Price, including but not limited to, operational costs, overhead and profit, all transportation costs from the Prime Vendor's OCONUS distribution facility to customer locations including routine airlift(where applicable), broker and dealer costs and fees, projected general and administrative expenses, COR and VETCOM office space (where applicable), workers compensation insurance as related the Defense Base Act (DBA), the Longshore and Harbor Workers compensation Act, overhead, packaging/marketing/labeling costs, all Non Point of Manufacturer fees, palletization, procurement, storage, consolidation, distribution work and pallets and ice for Airlifts, and any other elements of Distribution Price not defined in this solicitation. The Distribution price shall remain constant for the entire contract period.

(5) "Ordering Catalog" means the electronic listing of items and their corresponding contract unit prices available for ordering under this contract.

PRIME VENDOR SOUTH WEST ASIA

Addendum to FAR 52.212-4 (continued)**DLAD 52.216-9065 (continued)**

(6) "Ordering Month" means from the Sunday (12:01 AM) of the First full week in a calendar month through the last Saturday (11:59 PM) in that calendar month (Eastern Time ET, standard or daylight as applicable).

(c) PRICE ADJUSTMENTS.

(1) General.

(A) All Contract Unit Prices shall be fixed and remain unchanged until changed pursuant to this clause or other applicable provision of the contract. Only the Product price component of the Contract Unit Price is subject to adjustment under this clause. After the first Ordering month, if the Contractor's Product Price changes for any or all Contract Unit Prices, the Contract Unit Price shall be changed in the next month's Ordering Catalog upon the Contractor's request, submitted in accordance with paragraph B below, by the same dollar amount of the change in the Product price, subject to the limitations in paragraph (d). The price change shall be effective at the beginning of the next Ordering Month. All Ordering Catalog Unit Prices computed in accordance with this clause and in effect when an order is placed shall remain in effect for that order through delivery. DLA Troop Support will be charged the Contract Unit Price in effect at the time of each order regardless of any changes in the unit price occurring in any subsequent Ordering Month.

(B) All notices and requests for price changes shall be submitted monthly, no later than 12:00 p.m. local Philadelphia time on the last Monday of each month, to be effective in the following Ordering Month's Ordering Catalog prices. The Contractor shall notify the Contracting Officer of its notice/request in the form of an EDI 832 transaction set. The change notice shall include the Contractor's adjustment in the Product Price component of the applicable Contract Unit Price. Upon the Contracting Officer's acceptance of such 832 price changes in accordance with D below, the price change transaction sets will post in the next month's Ordering Catalog and each contract unit price shall be changed by the same dollar amount of the change in the Product Price in the next month's Ordering Catalog.

(C) All price changes, and catalog contract prices, are subject to review by the Government.

The Contracting Officer may at any time require the submission of supporting data to substantiate any requested price change or the requested continuation of the pre-existing price for any item, including prices applicable to prior ordering months. Upon notice from the Contracting Officer that supporting data is required, the Contractor shall promptly furnish to the Government all supporting data, including but not limited to, invoices, quotes, price lists, Supplier documentation regarding rebates/allowances, and any other substantiating information requested by the Contracting Officer.

PRIME VENDOR SOUTH WEST ASIA

Addendum to FAR 52.212-4 (continued)**DLAD 52.216-9065 (continued)**

(D) Price change requests that the Contracting Officer questions or finds to be inconsistent with the requirements of this clause shall not be posted until the Contracting Officer specifically authorizes the posting. If the Contracting Officer does not notify the Contractor by close of business local Philadelphia time on the Thursday immediately following the Monday when price changes are due, that a price or a price change request is being questioned or has been found to be erroneous, the price change(s) will post to the ordering catalog effective the beginning of the following Ordering Month. The posting of updated prices in the Ordering Catalog, calculated in accordance with this clause, constitutes a modification to this contract. No further contract modification is required to effect this change.

(E) Should the Contracting Officer determine or question that a price change request contained an erroneous unit price or price change, or cannot otherwise determine the changed price(s) to be fair and reasonable, such as when the changed price(s) is(are) higher than lower Product Prices for items of comparable quality which are reasonably available to the Government or Contractor from other sources, the Contracting Officer will so advise the Contractor, prior to close of business local Philadelphia time on the Thursday immediately following the Monday when price changes are due. If the Contracting Officer cannot determine or negotiate a fair and reasonable price, the Contracting Officer may reject any price change and direct in writing that the item in question be removed from the Contractor's Ordering Catalog, without liability to the Government. The Contracting Officer may subsequently remove any such item from the Ordering Catalog if the Contractor does not take the appropriate corrective action. The Government has the right to procure such removed items from any alternate source of supply, and the failure of the Contractor to supply such item will be considered a negative instance of performance.

(F) In the event of a price change not posting or an Ordering Catalog Contract Unit Price not computed in accordance with this clause, resulting in an incorrectly increased or decreased Contract Unit Price, the Prime Vendor shall immediately notify the Contracting Officer in writing and promptly thereafter correct its Ordering Catalog and submit a refund proposal for any amounts paid to the Contractor resulting from the erroneous price. In the event of an erroneous price decrease in the Ordering Catalog, if the Contractor can demonstrate to the satisfaction of the Contracting Officer that the error did not result from the fault or negligence of the Contractor, the Contractor may submit a request for equitable adjustment for consideration by the Contracting Officer.

(2) Limitations: All adjustments under this clause shall be limited to the effect on Contract Unit Prices of actual increases or decreases in the Product Prices for material. There shall be no upward adjustment for ---

(A) Supplies for which the Product Price is not affected by such changes;

(B) Changes in unit prices other than those in or subsequently added in the
Ordering
Catalog;

PRIME VENDOR SOUTH WEST ASIA

Addendum to FAR 52.212-4 (continued)**DLAD 52.216-9065 (continued)**

(C) Changes in the quantities of material; and

(D) Increases in unit prices that the Contracting Officer determines are computed incorrectly (i.e. not adhering to the Contract Unit Price definition in this clause) and/or increases in unit prices that the Contracting Officer determines are not fair and reasonable.

(d) UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT: The aggregate of contract unit price increases for each item under this clause during any contract period shall not exceed 70 percent (%) (90% for Fresh Fruits and Vegetables) of the initial Contract unit price in such performance period, except as provided below:

(1) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. In the event the latest actual market price for an item would result in a contract unit price that will exceed the allowable ceiling price under the contract, then the Contractor shall immediately notify the Contracting Officer in writing or via its EDI 832 price change request and separate email no later than the time specified in paragraph (c)(1)(B) above. With either such notification the Contractor shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.

(2) If an actual increase in the reference price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such items, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing. After evaluation of a requested actual price increase, if the Contracting Officer authorizes the change in the contract unit price, the Contractor shall submit an EDI 832 price change. The price change shall be posted for the following month's ordering catalog.

(e) There is no downward limitation on the aggregated percentage of decreases that may be made under this clause.

(f) EXAMINATION OF RECORD: The Contracting Officer or designated representative shall have the right to examine the Contractor's books, records, documents and other data, to include commercial sales data, the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause. Such examination may occur during all reasonable times until the end of 3 years after the date of final payment under this contract or the time periods specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier.

PRIME VENDOR SOUTH WEST ASIA**Addendum to FAR 52.212-4 (continued)****DLAD 52.216-9065 (continued)**

(g) FINAL INVOICE: The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required or authorized by this clause.

(h) DISPUTES: Any dispute arising under this clause shall be determined in accordance with the "Disputes" clause of the contract.

DLAD 52.219-9003 DLA MENTORING BUSINESS AGREEMENTS (MBA) PERFORMANCE (DEC 1997) DLAD

(a) The contractor's proposed MBA plan shall become part of this contract upon award. The contractor is hereby obligated, as part of its contractual undertaking, to enter into a written, binding mentoring business agreement with a protégé based on and reflective of this plan. Performance under the MBA plan shall be evaluated by the Contracting Officer, and may become a consideration prior to option exercise for the follow-on years of long-term contracts. MBA plan implementation may also become an independent evaluation factor and/or part of the overall past performance evaluation factor in future source-selection decisions.

(b) The contractor-mentor and its protégé(s) shall meet semi-annually with the DLA Contracting Officer and the small business specialist(s) from the buying activity and/or the DCMA component to review progress/accomplishments under applicable MBA proposals. The contractor is also required to submit periodic progress reports (no less frequently than annually) to the Contracting Officer regarding proposal fulfillment. Any MBA with a protégé that has voluntarily been submitted to the Government shall be compared by the Contracting Officer to the contractor's proposed plan, hereby incorporated into this contract, to ensure that it adequately reflects the mentor's obligations expressed therein.

DLAD 52.211-9046 FDA COMPLIANCE (APR 2008)

If any supplies acquired hereunder are recalled under the provisions of the Federal Food, Drug and Cosmetic Act, and regulations there under, the contractor shall, at the Government's option, either reimburse the Government or repair/replace the recalled supplies. Additionally, the contractor shall notify the contracting officer immediately when a firm decides to voluntarily recall or withdraw any product from the marketplace. Upon notification by the contracting officer that supplies acquired hereunder have been recalled, the contractor shall either (a) accept Certificates of Destruction from the

Government after the supplies have been properly disposed of, (b) request return of the supplies, or (c) if supplies may be repaired on site without transporting them from their location, furnish all materials necessary to effect repairs. Replacement or reimbursement will be accomplished by the contractor immediately on receipt of Certificates of Destruction or returned supplies. The costs of replacement or repair of supplies, and transportation and handling costs for movement of returned, replaced or repaired supplies within the continental United States shall be paid by the contractor. The provisions of this clause are applicable only when the value of the recalled supplies in the possession of the Government amounts to \$100 or more. The rights and remedies of the Government provided in this clause are in addition to, and do not limit, any rights afforded to the Government by any other clause in the contract.

PRIME VENDOR SOUTH WEST ASIA

Addendum to FAR 52.212-4 (continued)**DLAD 52.246-9044 - SANITARY CONDITIONS (Aug 2008)**

(a) Food Establishments.

(1) All establishments and distributors furnishing subsistence items under DLA Troop Support contracts are subject to sanitation approval and surveillance as deemed appropriate by the Military Medical Service or by other Federal agencies recognized by the Military Medical Service. The government does not intend to make any award for, nor accept, any subsistence products manufactured, processed, or stored in a facility which fails to maintain acceptable levels of food safety and food defense, is operating under such unsanitary conditions as may lead to product contamination or adulteration constituting a health hazard, or which has not been listed in an appropriate government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the U.S. Army Veterinary Command (VETCOM) Circular 40-1, Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement, (Worldwide Directory) (available at: <https://vets.amedd.army.mil/vetcom>) Compliance with the current edition of DoD Military Standard 3006, Sanitation Requirements for Food Establishments, is mandatory for listing of establishments in the Worldwide Directory. Suppliers also agree to inform the contracting officer immediately upon notification that a facility is no longer sanitarily approved and/or removed from the Worldwide Directory and/or other Federal agency's listing, as indicated in paragraph (2) below. Suppliers also agree to inform the contracting officer when sanitary approval is regained and listing is reinstated.

(2) Establishments furnishing the products listed below and appearing in the publications indicated need not be listed in the Worldwide Directory. Additional guidance on specific listing requirements for products/plants included in or exempt from listing is provided in Appendix A of the Worldwide Directory.

(i) Meat and meat products and poultry and poultry products may be supplied from establishments which are currently listed in the "Meat and Poultry Inspection Directory", published electronically by the U. S. Department of Agriculture, Food Safety and Inspection Service (USDA, FSIS) (available at: http://www.fsis.usda.gov/Regulations/Meat_Poultry_Egg_Inspection_Directory/index.asp). The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to the Federal Meat and Poultry Products Inspection Acts must be listed in the Worldwide Directory for those items.

PRIME VENDOR SOUTH WEST ASIA

Addendum to FAR 52.212-4 (continued)**DLAD 52.246-9044 (continued)**

(ii) Intrastate commerce of Meat and meat products and poultry and poultry products for direct delivery to military installations within the same state (intrastate) may be supplied when the items are processed in establishments under state inspection programs certified by the USDA as being “at least equal to” the Federal Meat and Poultry Products Inspection Acts. The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

(iii) Shell eggs may be supplied from establishments listed in the “List of Plants Operating under USDA Poultry and Egg Grading Programs” published electronically by the USDA, Agriculture Marketing Service (AMS) (available at: <http://www.ams.usda.gov/POULTRY/Grading.htm>).

(iv) Egg products (liquid, dehydrated, frozen) may be supplied from establishments listed in the “Meat, Poultry and Egg Product Inspection Directory” published electronically by the USDA FSIS (available at: http://www.fsis.usda.gov/Regulations_&Policies/Meat_Poultry_Egg_Inspection_Directory/index.asp). All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

(v) Fish, fishery products, seafood, and seafood products may be supplied from establishments listed under “U.S. Establishments Approved For Sanitation And For Producing USDC Inspected Fishery Products” in the “USDC Participants List for Firms, Facilities, and Products”, published electronically by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration Fisheries (USDC, NOAA) (available at: seafood.nmfs.noaa.gov). All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the full name and address of the producing facility.

(vi) Pasteurized Milk and milk products may be supplied from plants having a pasteurization plant compliance rating of 90 percent or higher, as certified by a state milk sanitation officer and listed in “Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers” (IMS), published electronically by the U.S. Department of Health and Human Services, Food and Drug Administration (USDHHS, FDA) (available at: <http://www.cfsan.fda.gov/~ear/ims-toc.html>). These plants may serve as sources of pasteurized milk and milk products as defined in Section I of the “Grade ‘A’ Pasteurized Milk Ordinance” (PMO) published electronically by the USDHHS, FDA (available at: <http://www.cfsan.fda.gov/~ear/pmo03toc.html>).

PRIME VENDOR SOUTH WEST ASIA

Addendum to FAR 52.212-4 (continued)**DLAD 52.246-9044 (continued)**

(vii) Manufactured or processed dairy products only from plants listed in Section I of the “Dairy Plants Surveyed and Approved for USDA Grading Service”, published electronically by Dairy Grading Branch, AMS, USDA (available at: <http://www.ams.usda.gov/dairy/dypubs.htm>) may serve as sources of manufactured or processed dairy products as listed by the specific USDA product/operation code. Plants producing products not specifically listed by USDA product/operation code must be Worldwide Directory listed (i.e. plant is coded to produce cubed cheddar but not shredded cheddar; or, plant is coded for cubed cheddar but not cubed mozzarella). Plants listed in Section II and denoted as “P” codes (packaging and processing) must be Worldwide Directory listed.

(viii) Oysters, clams and mussels from plants listed in the “Interstate Certified Shellfish Shippers Lists” (ICSSL), published electronically by the USDHHS, FDA (available at: <http://www.cfsan.fda.gov/~ear/shellfis.html>).

(3). Establishments exempt from Worldwide Directory listing. Refer to AR 40-657/NAVSUPINST 4355.4F/MCO P1010.31G, Veterinary/Medical Food Inspection and Laboratory Service, for a list of establishment types that may be exempt from Worldwide Directory listing. (AR 40-657 is available from National Technical Information Service, 5285 Port Royal Road, Springfield, VA 22161; 1-800-553-6847; or download from web site: <http://www.usapa.army.mil/> .) For the most current listing of exempt plants/products see the Worldwide Directory (available at: <https://vets.amedd.army.mil/vetcom>).

(4) Subsistence items other than those exempt from listing in the Worldwide Directory, bearing labels reading “Distributed By”, “Manufactured For”, etc., are not acceptable unless the source of manufacturing/processing is indicated on the label or on accompanying shipment documentation.

(5) When the Military Medical Service or other Federal agency acceptable to the Military Medical Service determines the levels of food safety and food defense of the establishment or its products have or may lead to product contamination or adulteration, the contracting officer will suspend the work until such conditions are remedied to the satisfaction of the appropriate inspection agency. Suspension of the work shall not extend the life of the contract, nor shall it be considered sufficient cause for the contractor to request an extension of any delivery date. In the event the contractor fails to correct such objectionable conditions within the time specified by the contracting officer, the government shall have the right to terminate the contract in accordance with the “Default” clause of the contract.

PRIME VENDOR SOUTH WEST ASIA

Addendum to FAR 52.212-4 (continued)**DLAD 52.246-9044 (continued)**

(b) Delivery Conveyances.

The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent tampering with and /or adulteration or contamination of the supplies, and if applicable, equipped to maintain a prescribed temperature. The delivery conveyances shall be subject to inspection by the government at all reasonable times and places. When the sanitary conditions of the delivery conveyance have led, or may lead to product contamination, adulteration, constitute a health hazard, or the delivery conveyance is not equipped to maintain prescribed temperatures, or the transport results in product 'unfit for intended purpose', supplies tendered for acceptance may be rejected without further inspection.

DLAD 52.246-9045 FEDERAL FOOD, DRUG AND COSMETIC ACT-WHOLESALE MEAT ACT (Aug 2008)

(a) The contractor warrants that the supplies delivered under this contract comply with the Federal Food, Drug and Cosmetic Act and the Wholesome Meat Act and regulations promulgated there under. This warranty will apply regardless of whether or not the supplies have been:

- (1) Shipped in interstate commerce,
- (2) Seized under either Act or inspected by the Food and Drug Administration or Department of Agriculture.
- (3) Inspected, accepted, paid for or consumed, or any or all of these, provided however, that the supplies are not required to comply with requirements of said Acts and regulations promulgated there under when a specific paragraph of the applicable specification directs otherwise and the supplies are being contracted for military rations, not for resale.

(b) The government shall have six months from the date of delivery of the supplies to the government within which to discover a breach of this warranty. Notwithstanding the time at which such breach is discovered, the government reserves the right to give notice of breach of this warranty at any time within this six-month period or within 30 days after expiration of such period, and any such notice shall preserve the rights and remedies provided herein.

PRIME VENDOR SOUTH WEST ASIA

Addendum to FAR 52.212-4 (continued)**DLAD 52.246-9045 (continued)**

(c) Within a reasonable time after notice to the contractor of breach of this warranty, the government may, at its election:

(1) Retain all or part of the supplies and recover from the contractor, or deduct from the contract price, a sum the government determines to be equitable under the circumstances;

(2) Return or offer to return all or part of the supplies to the contractor in place and recover the contract price and transportation, handling, inspection and storage costs expended therefore; provided, that if the supplies are seized under either Act or regulations promulgated there under, such seizure, at government option, shall be deemed a return of supplies within the meaning of this clause and thereby allow the government to pursue the remedy provided herein. Failure to agree to any deduction or recovery provided herein shall be a dispute within the meaning of the clause of this contract entitled "Disputes".

(d) The rights and remedies provided by this clause shall not be exclusive and are in addition to other rights and remedies provided by law or under this contract, nor shall pursuit of a remedy herein or by law either jointly, severally or alternatively, whether simultaneously or at different times, constitute an election of remedies.

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 3 days before expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years (months)(years).

PRIME VENDOR SOUTH WEST ASIA

FAR 52.212-5 – CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (Oct 2010)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

___ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009) (Pub. L. 111-5).

PRIME VENDOR SOUTH WEST ASIA

FAR 52.212-5 (continued)

 (6) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

 X (7) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

 (8) [Reserved]

 (9) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

 (ii) Alternate I (Oct 1995) of 52.219-6.

 (iii) Alternate II (Mar 2004) of 52.219-6.

 (10) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

 (ii) Alternate I (Oct 1995) of 52.219-7.

 (iii) Alternate II (Mar 2004) of 52.219-7.

 X (11) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

 X (12) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2010) (15 U.S.C. 637 (d)(4).)

 (ii) Alternate I (Oct 2001) of 52.219-9.

 X (iii) Alternate II (Oct 2001) of 52.219-9.

 (iv) Alternate III (July 2010) of 52.219-9.

 (13) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

 X (14) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

PRIME VENDOR SOUTH WEST ASIA

FAR 52.212-5 (continued)

___ (15) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

X (16) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (17) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

___ (19) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

___ (20) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

___ (21) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

___ (22) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

___ (23) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

___ (24) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

___ (25) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

___ (26) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

___ (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

PRIME VENDOR SOUTH WEST ASIA

FAR 52.212-5 (continued)

___ (28) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (30) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

___ (ii) Alternate I (Dec 2007) of 52.223-16.

___ (31) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (Sep 2010) (E.O. 13513).

___ (32) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (33) (i) 52.225-3, Buy American Act--Free Trade Agreements -- Israeli Trade Act (Jun 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-301, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (34) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (35) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (36) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

PRIME VENDOR SOUTH WEST ASIA

FAR 52.212-5 (continued)

___ (37) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (38) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (39) 52.232.30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (40) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

___ (41) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (42) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

___ (43) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (44) (i) 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).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

PRIME VENDOR SOUTH WEST ASIA

FAR 52.212-5 (continued)

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) 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.

PRIME VENDOR SOUTH WEST ASIA

FAR 52.212-5 (continued)

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(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 (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) [Reserved]

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)

PRIME VENDOR SOUTH WEST ASIA

FAR 52.212-5 (continued)

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 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.

PRIME VENDOR SOUTH WEST ASIA

DFARS 252.212-7001 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2010)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(4) 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

(5) 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6) 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7) 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).

PRIME VENDOR SOUTH WEST ASIA

DFARS 252.212-7001 (continued)

(9) ____ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(10) ____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(11) (i) ____ 252.225-7021, Trade Agreements (APR 2010) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) ____ Alternate I (SEP 2008)

(12) ____ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(13) ____ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(14)(i) ____ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ____ Alternate I (JUL 2009) of 252.225-7036.

(15) ____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(16) X 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

(17) ____ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(18) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(19) ____ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(20) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

PRIME VENDOR SOUTH WEST ASIA

DFARS 252.212-7001 (continued)

(21) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(22) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge

Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).

(23)(i) X 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) X Alternate I (MAR 2000) of 252.247-7023.

(iii) Alternate II (MAR 2000) of 252.247-7023.

(iv) Alternate III (MAY 2002) of 252.247-7023.

(24) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

PRIME VENDOR SOUTH WEST ASIA

<u>STATEMENT OF WORK (SOW)</u>

SUPPLIES/SERVICES AND PRICES**I. INTRODUCTION**

- A. This solicitation contains two zones. The contract(s) shall be for a term of 24 months (which includes a 105 day implementation phase) and will include two (2) available option periods. Both available Option periods will be eighteen (18) months. The zones are comprised as follows:
- Zone 1: Bahrain, Qatar, Saudi Arabia
- Zone 2: United Arab Emirates (UAE), Oman, Djibouti, Kenya
- B. Customers in Qatar, Saudi Arabia, the UAE, Oman, and Bahrain have been designated as contingency zones. Please be sure to note that customers in Djibouti and Kenya under Zone 2 are not considered to be part of a contingency operation. The zones to be supported under this solicitation that have been designated as a contingency operations have been done so in accordance with the definition at FAR 2.101. Contractors are advised to consult with the U.S. Department of State (www.travel.state.gov) for the latest information on the political and security conditions in the solicited zone.
- C. DLA Troop Support intends to enter into two Fixed Price with Economic Price Adjustment Indefinite Quantity Contracts (IQC) with full line food distributors who will act as Prime Vendors responsible for the supply and delivery of semi-perishable and perishable items. The prime vendors must be capable of supplying all chilled products, semi perishable food stuffs, frozen fish, meat and poultry, other frozen foods (fruits, vegetables, prepared foods, etc.), dairy and ice cream products, fresh and frozen bakery products, beverage base & juices (for dispensers), beverages & juices (non-dispenser), fresh fruits and vegetables, non-food items and Government Furnished Material (GFM) such as Unitized Group Rations (UGR's,) Meals Ready to Eat (MRE's,) Health and Comfort packs (HCP's) and other operational rations items (either currently in existence or to be introduced during the term of this award).

PRIME VENDOR SOUTH WEST ASIA

SOW- SUPPLIES/SERVICES AND PRICES (continued)

- D. The purpose of this solicitation is for the DLA Troop Support to establish two IQC commercial prime vendor contracts to provide subsistence products to the military and other federally funded customers within Qatar, Bahrain, the United Arab Emirates, Oman, Djibouti, Kenya and Saudi Arabia. Other customers including other non-Department of Defense (DOD) customers may also be added as required over the life of any resultant contracts. An IQC provides for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with individual deliveries to be scheduled by customers placing orders with the contract (FAR 16.504(a)). Note: The term “Ordering Facilities” or “Ordering Activities,” as used throughout this solicitation, will refer to all of the delivery points under this solicitation.
- E. Prices are to be submitted, and payment will be made, in U.S. dollars.

II. WORK TO BE PERFORMED

A. Zones:

Zone 1: Bahrain, Qatar, Saudi Arabia

This zone includes multiple ordering facilities, as listed in the Deliveries and Performance section of this solicitation. Ordering facilities can be added and/or subtracted as conditions warrant based on U.S. Government request and applicable Military Service/customer needs. In order to provide an estimate of the size of the contract, an approximate dollar value has been annotated as follows:

Total estimated sales for Zone 1:

	Zone 1
24 Month Base Term (includes 105 day implementation phase)	\$123,861,500.00
18 Month Option 1	\$106,167,000.00
18 Month Option 2	\$106,167,000.00
Total	\$336,195,500.00

PRIME VENDOR SOUTH WEST ASIA

SOW- SUPPLIES/SERVICES AND PRICES (continued)

We expect 80% of this requirement to come from customers located in Qatar and Saudi Arabia, and 20% of this requirement to come from customers located in Bahrain. However, these expectations are not guaranteed.

Customers in Zone 1 consist of the following locations:

<u>Customer Name</u>	<u>Port or Area</u>
Navy, CTF-53	Bahrain
Shk Isa Air Base	Bahrain
Eskan Village Air Force Dining Facility	Riyadh, Saudi Arabia
Al Udeid Air Base	Doha, Qatar
Camp As-Saliyah	Doha, Qatar

Zone 2: United Arab Emirates, Oman, Djibouti, Kenya

This zone includes multiple ordering facilities, as listed in the Deliveries and Performance section of this solicitation. Ordering facilities can be added and/or subtracted as conditions warrant based on U.S. Government request and applicable Military Service/customer needs. In order to provide an estimate of the size of the contract, an approximate dollar value has been annotated as follows:

Total estimated sales for Zone 2:

	Zone 2
24 Month Base Term (includes 105 day implementa tion phase)	\$159,211,500.00
18 Month Option 1	\$136,467,000.00
18 Month Option 2	\$136,467,000.00
Total	\$432,145,500.00

We expect 51% of this requirement to come from customers located in the UAE and Oman, 2% of this requirement to come from customers located in Kenya, and 47% of this requirement to come from customers located in Djibouti. However, these expectations are not guaranteed.

PRIME VENDOR SOUTH WEST ASIA

SOW- SUPPLIES/SERVICES AND PRICES (continued)

Customers in Zone 2 consist of the following locations:

<u>Customer Name</u>	<u>Port or Area</u>
Navy, CTF-53	JEBEL ALI, U.A.E.
Navy, CTF-53	Fujarah, U.A.E.
Al Dhafra Air Base	Abudhabi, U.A.E.
Navy, CTF-53	Salalah, Oman
Thumrait Air Base	Thumrait, Oman
Camp Lemonier	Djibouti
Navy, CTF-53	Djibouti
Camp Simba	Manda Bay, Kenya

B. Domestic Item Preference

In accordance with DFARS 225.7501 Policy, “Acquire only domestic end products for use outside the United States,” the government’s preference remains domestic product. All offerors and, at any time during the performance period, the contractors will be required to certify the offer of all non-domestic end products. The certification must be made in the Buy American Act – Balance of Payments Program Certificate (DFARS 252.225-7000, DEC 2009) which is located herein.

The prime vendors shall also request approval in writing from the Contracting Officer prior to adding non-domestic items to the ordering catalogs. The prime vendors must submit pricing information for the foreign product and its domestic equivalent so that the government can perform an analysis in keeping with the Balance of Payments Program. Non-domestic items will not be added to the catalog without the prior approval of the Contracting Officer. Note: Fresh fruits and vegetables and other items that are required to be purchased from local Outside Continental United States (OCONUS) approved sources are excluded from this domestic item preference. Those items are categorized as “local market ready items” on the attached schedule of items by the corresponding local market distribution price category.

This solicitation includes requirements for fresh fruits and vegetables, fresh milk and fresh bread. The contractor must be able to locally source, purchase and/or perform delivery for highly perishable products. The Berry Amendment restrictions on these items are excepted based on DFARS 225.7002-2(f) which removes the restriction for acquisitions of food in support of contingency operations and permits the successful offeror to locally procure perishable products under this contract. In a non-contingency situation the exception would be based on DFARS 225.7002-2(e); i.e., acquisitions of perishable foods by or for activities located outside the United States for personnel of those activities. This would be the case for customers located in Djibouti and Kenya as part of Zone 2 which are not part of a contingency zone operation. Written notification will be provided should any area within this solicitation no longer qualify as a contingency zone, since this will necessitate a phase out of foreign products which may be in the pipeline. If areas no longer hold a contingency designation, adherence to the routine provisions of

PRIME VENDOR SOUTH WEST ASIA**SOW- SUPPLIES/SERVICES AND PRICES (continued)**

the Berry Amendment (DFARS 252.225-7012), as incorporated in this solicitation, will be in effect.

C. Local Market Ready Type Items

The prime vendors must have the ability to perform delivery of produce, market ready, and dairy type items from locally approved sources.

Based on customer requirements reflected during cataloging, the prime vendors will select local market ready (LMR) vendors from the CENTCOM listing for approved local vendors. If no vendor is identified for a particular requirement, the vendor will source and request Veterinary (VET) inspection for his designated local source. All LMR items will be inspected for quality on receipt. Supplier audits are conducted in coordination with VET procedure.

Estimated market ready items and their usage quantities are identified in the schedule of items and are included in the total estimated annual sales dollars.

D. Government Furnished Material (GFM)

Prime Vendors must have the capability to receive, store, distribute, perform open case inspections, perform open case re-work, label, re-label, dispose and account for GFM type items such as Operational Ration Type items as described below. The U.S. Government reserves the right to modify the type of GFM to be accounted for to include traditional line-item-A type items.

As directed by the Contracting Officer, various specialty items; i.e., meal kits, hot cans, hot meals, products ordered for special forces, decorations, etc, shall be ordered by the prime vendor and converted to GFM at the time of warehouse receipt. The product shall remain in the prime vendors inventory as GFM until it is ordered by the customer at the associated GFM distribution price or the GFM "other" distribution price. When the product is received into inventory, the prime vendor shall submit a manual invoice (product price only) to the Contracting Officer Representative along with the associated tally sheet, manufacturer invoice, and receipt record for signature prior to forwarding to the Contracting Officer for approval and payment.

PRIME VENDOR SOUTH WEST ASIA

SOW- SUPPLIES/SERVICES AND PRICES (continued)

i. OPERATIONAL RATIONS:

a. Unitized Group Rations (UGR's) are used to sustain military personnel during worldwide operations. The UGR is designed to maximize the use of commercial items and to simplify the process of providing high quality food service in a field environment. All components for a complete meal are included in the UGR, with the exception of mandatory supplements, such as milk. Each UGR meal module also contains all required disposable items (cups, compartment trays, and utensils). This ration is available in three options, with each sharing a core of quick prepared and/or ready to use commercial products:

b. UGR Heat and Serve (UGR-H&S), which is characterized by tray pack entrees and starches/desserts. The unit of issue for the UGR H&S group feeding rations consists of 3 shipping cases under a single NSN (each of the 7 UGR H&S Breakfast rations and 14 Dinner rations has its own unique NSN, i.e. 21 NSNs).

c. UGR-A, which includes perishable frozen entrees (A-Rations). Each complete UGR-A ration consists of 3 shipping cases: 2 cases represent the semi perishable module and 1 case is the perishable (frozen) module. The semi perishable modules are ordered/shipped under a single LSN (i.e., the two cases, Box 1 and Box 2, must be delivered together), and the perishable module is shipped under a separate, second LSN. There are currently 7 Breakfast and 14 Dinner rations, for a total of 42 LSNs).

There are currently 7 breakfast and 14 lunch/dinner menus available for both the H&S and A-Options. There is no minimum ordering quantity required (i.e. orders for single modules are accepted). The UGR-H&S option is unitized into 3 boxes, which places 2 rations on one tier of a pallet, and one pallet (4 tiers) provides 8 rations. For the UGR-A, the semi perishable pallet is comprised of 3 ration modules per tier, and 12 ration modules per pallet. The perishable pallets contain varied numbers of ration modules per pallet, as the shipping case size varies per menu.

d. UGR-E, is a compact, self-contained module that provides a complete hot meal. The components are thermally processed, pre-prepared, shelf-stable foods, and currently packaged in hermetically sealed, half-size steam table containers. There are currently 2 breakfast and 6 lunch/dinner menus. The module consists of one box, 20 x 16 x 10 ¼. One pallet contains 18 boxes. Six boxes fit on one tier or a 40 x 48 inch pallet. There are three tiers per pallet. Each box weighs approximately 45 pounds. The module comes complete with all food items and disposable items (cups, compartment trays, napkins, utensils, and trash bags). Standard items that are included in all modules are coffee, creamer, hot sauce, gloves, box cutter, hand cleaner (towelette), dinner trays, dining packets, trash bags, and heater module.

PRIME VENDOR SOUTH WEST ASIA

SOW- SUPPLIES/SERVICES AND PRICES (continued)

ii. Individual Feeding Rations – are semi perishable rations that require temperature controlled storage. The unit of issue is a single shipping case.

- | | |
|---|------------------|
| a. <u>Meal, Ready-to-Eat (MRE)</u> | 8970-00-149-1094 |
| b. <u>Long Range Patrol Ration (LRP)</u> | 8970-01-467-1749 |
| c. <u>Meal, Cold Weather (MCW)</u> | 8970-01-467-1753 |
| d. <u>Humanitarian Daily Ration (HDR)</u> | 8970-01-375-0516 |
| e. <u>First Strike Ration</u> | 8970-01-543-3458 |

For more information regarding these rations, please go to <https://www.dscp.dla.mil/subs/rations/index.asp>

The below information is provided for future Operational Rations storage requirements under this solicitation:

<u>Country/Region</u>	<u>Number of Dry Pallets</u>	<u>Number of Reefer Pallets</u>
Bahrain	100	50
Qatar	100	50
UAE	6000	500
Djibouti	100	50

E. Inventory & Warehouse Management

The Prime Vendor will be required to perform inventory and warehouse management functions and to position a full line of food and beverage, non-food items, and GFM items into their warehouse(s). The Prime Vendor has responsibility for all inventory management. In regard to GFM, the prime vendor shall recommend the time to reorder and the respective replenishing amounts to the Theater Food Advisor and the Contracting Officer for Government ordering or approval for prime vendor ordering if the product is designated by the Contracting Officer to be converted to GFM upon receipt. The Government will not reimburse the Prime Vendor for expired or excess inventory during the life of the contract or after the contract has expired. Exceptions to this rule must be incorporated into the contract via contract modification.

The Prime Vendor will be required to maintain 60 days of supply of prime vendor product at all times at their OCONUS warehouse location(s). It is estimated that 4,000 American sized pallet spaces (48 x 40 inches) will be required to meet the solicitation requirements for Zone 1 and that 5,500 American sized pallet spaces (48 x 40 inches) will be required to meet the solicitation requirements for Zone 2. These estimates were developed using current contract data. It is also estimated that product will be in the pipeline for 49 days, and that the offeror will be required to utilize a total of 2,400 American sized pallets for Zone 1 and 3,200 American sized pallets for Zone 2 for that time period.

PRIME VENDOR SOUTH WEST ASIA**SOW- SUPPLIES/SERVICES AND PRICES (continued)**

The vendor will be responsible for developing his own average monthly demands (AMD) and determining stocking needs accordingly. The Prime Vendor is responsible for arranging ocean transportation through the Defense Distribution Center (DDC), New Cumberland and loading sea vans at its Continental United States (CONUS) facilities.

The Prime Vendor must provide all of the necessary trucking assets, material handling equipment and labor to unload deliveries into the warehouse(s) and to move product per purchase orders received to the final delivery point(s).

F. CONTRACTING OFFICER'S REPRESENTATIVE (COR):

It is estimated that one (1) COR will be stationed at the Prime Vendor's main Distribution Facility per zone. If the Government requires additional office space or representatives, the related costs will be negotiated at that time. The Prime Vendors are required to provide an office (approximately 150 square feet) with a self-closing, tight-fitting door, capable of being locked. This office must be within or adjacent to the Contractor's facility. Other requirements include (at minimum) a desk and chair, electricity, temperature control, as well as normal housekeeping services, use of the rest rooms, and a parking space.

G. Emergency Airlifts

Emergency Airlifts apply to both Zone 1 and Zone 2. The prime vendor will be required to execute airlifts to meet requirements that cannot be fulfilled by traditional means (ships, trucks, etc.) due to time constraints. There are air tenders in place through TRANSCOM. Additionally, the prime vendor must have a working arrangement in place with a commercial air source that can be ready to deliver on a moment's notice to different regions of the area. The use of military air may also be an option available to the prime vendor. The prime vendor will seek guidance from the Contracting Officer prior to selecting the method of airlift to ensure that it is in the best interest of the Government.

Some examples of occasions where PV's will be required to use airlifts are but not limited to:

1. Road closures.
2. Contingencies in the AOR.
3. Unusually large orders or battle group carriers moving into the region.
4. Military exercises.
5. Unforeseen changes in troop personnel at bases.
6. Addition of new customers/requirements that will need support before the traditional 60-90 day lead-time needed to source product from the United States.

The vendor will have to demonstrate new and creative ways to meet customer requirements, and the ability to airlift is one of those avenues.

PRIME VENDOR SOUTH WEST ASIA**SOW- SUPPLIES/SERVICES AND PRICES (continued)**

The prime vendor must coordinate with DLA Troop Support designated personnel for the delivery time and destination. The prime vendor will be responsible for all commercial airlift, pallet, and ice requirements to include loading. Pallet tri-walls must be constructed from the appropriate level of cardboard to withstand the normal requirements of the journey. Frozen and chill pallet tri-walls must be lined with suitable insulating materials and either wet ice or dry ice will be added as needed to maintain the products for the expected journey timeframes. Once product is tri-walled and dispatched, the order cannot be cancelled and is treated as filled. Once product is received and accepted by the customer, the prime vendor shall not be responsible for the deterioration of goods that are in transit by the customer to a final destination.

The course of action for executing an airlift is defined below and may be subject to change:

1. Emergency requirement received from customer (usually through e-mail).
2. Prime Vendor responds within 12 hours on availability to meet this requirement.
3. If the prime vendor cannot meet the requirement, it may be passed on to other prime vendors in the region for possible fulfillment.
4. If the prime vendor is able to fulfill the requirements, he or she will make arrangements to deliver goods to the customer within 60 hours of product availability request via commercial air given mil assets or TRANSCOM Tender processes are not available or preferred by the customer. The Contracting Officer or Contracting Officer Representative shall be the point of contact for this determination.
5. The Prime Vendor will be required to submit load characteristics to the Contracting Officer or Contracting Officer Representative to include but not limited to the number of tri walls (frozen, chill and dry), air pallets, pieces, weight and cube.
6. If neither TRANSCOM Tender nor Military air lift is utilized, the PV will need to coordinate all necessary landing permissions, offloading and drayage (including outside the wire deliveries – no mil escort) with the customer requiring delivery. Advance confirmation should be made as to responsibility for offloading. In some regions, the customer will offload. In other areas the air carrier will be required to perform offloading. Prime Vendor will e-mail all concerned parties of confirmation of receipt of goods.

Airlift orders must be approved by the Contracting Officer, Contracting Officer Representative, or DLA Troop Support PV Program Manager. Airlift approvals are contingent upon CENTCOM's Air Mobility Division approving requests. Exceptions may apply to this process.

On occasion, airlift requests will be weeks/months in advance of a required delivery date (RDD) (i.e. in support of special holiday requirements or additions of new customers) and the timeline will be agreed upon.

PRIME VENDOR SOUTH WEST ASIA**SOW- SUPPLIES/SERVICES AND PRICES (continued)****H. Routine Airlifts (For Zone 2, Djibouti only)**

For Zone 2 airlifts will be used as a regular means of transport to supply select local market ready items to customers in Djibouti. As stated above in the local market ready items section, all items must be from a VETCOM approved source.

The estimated base period requirements for commercial airlifts, pallets and ice follow. These estimates were developed using current contract data. They are subject to be increased or decreased based on the actual conditions on the ground.

Description	Quantity	Unit of Measure
Aircraft-Product Weight	5,881,517	LB
Dry Pallet Tri-Walls	3,500	EA
Chilled Pallet Tri-Walls	3,850	EA
Frozen Pallet Tri-Walls	3,938	EA
Dry Ice	1,050,000	LB

I. Prime Vendor Product Transfers

DLA Troop Support Prime Vendors will be permitted to transfer product between one another based on their own agreements. However, this is only to occur in unusual or emergency circumstances. The receiving prime vendor must catalog the item(s) at the actual unit price as defined in this solicitation which is equal to product price plus the receiving prime vendor's distribution price. If the receiving prime vendor paid the selling prime vendor more than the product price, the difference between the product price and the selling prime vendors price may be separately billed to the Government via a manual invoice. The manual invoice must be submitted to the Contracting Officer along with the supporting documentation, including but not limited to the manufacturer invoice and a letter of agreement between the two prime vendors. The Contracting Officer will determine price reasonableness on the additional expense and the Contracting Officer's decision shall be final.

J. Pork Issues:

Vendors are cautioned that historically pork products are not permitted to be transported into Saudi Arabia or across Saudi Arabia via truck or other ground transportation. For this reason, the DTS process may be the only viable means used for transporting pork.

III. Reserved**IV. FOOD SERVICE OPERATING SUPPLIES (FSOS)**

Definition: consumable or disposable products associated with the preparation of serving food. This includes but is not limited to plastic, foam, paper goods and cleaning supplies. The Prime Vendor may be required to add FSOS items to their catalog.

PRIME VENDOR SOUTH WEST ASIA

SOW- SUPPLIES/SERVICES AND PRICES (continued)**V. TRANSPORTATION**

- A. As the Government reserves the right to use the system that provides the best services to our customers (readiness included as a factor) the following applies:
1. The Prime Vendor will be required to ship the products from the United States within the United States Defense Transportation System (DTS). Contractors will use established Government routes under the Universal Services Contract (USC) with the United States Transportation Command (USTRANSCOM). The Contractor will contact the Defense Distribution Center, New Cumberland (DDC) Transportation Planning, via Distribution Planning and Management System "DPMS" web site and request bookings. The Transportation Planning team will book or provide authorization/instruction to the contractor in order to book the required sea vans using Integrated Booking System (IBS) or Direct booking with the authorized carrier. The carrier will be responsible for the transportation of the Contractor's products from the specified CONUS manufacturer or CONUS distribution facility to the PVs' OCONUS distribution facilities This transportation method is known as "Point to Point" delivery.
 2. The DDC Representative, in coordination with the Prime Vendor representative, will ensure the necessary arrangements for ocean transportation, bookings and freight forwarding to the Prime Vendor's OCONUS facility, unless otherwise specified in the contract.
 3. Shipping Instructions for the Prime Vendor will be available via a web site. The site will be provided to the Prime Vendor upon award. The Prime Vendor will be required to generate the Transportation and Control Movement Document (TCMD), commercial invoice, commercial packing list and Consulate letter that will be used to identify that the products being shipped by the Contractor are for "U.S. Armed Forces".
 4. For all shipments to OCONUS Distribution Facility(S), all product is required to be palletized in full vanload quantities (at least 80% of cube or weight). Any exceptions require prior Contracting Officer approval.
 5. When a carrier is utilized pursuant to the USC, the applicable Government designated Ocean carrier will provide sea vans and transport them to the specified CONUS manufacturer or CONUS distribution facility. The Prime Vendor will load the vans at their distribution facility in accordance with the terms outlined in Section entitled, "**Packaging/Packing**". The Government designated Ocean carrier will then pick up the loaded vans and transport them to the applicable Port for subsequent shipment through the DTS. Upon arrival at the OCONUS Port(s), the freight forwarded shipment will be transported to the Prime Vendor's OCONUS Distribution Facility(s). by a USTRANSCOM carrier.

PRIME VENDOR SOUTH WEST ASIA

SOW- SUPPLIES/SERVICES AND PRICES (continued)

6. In order to enforce this requirement, the Prime Vendor shall assign a customer representative to the contract, who will be solely responsible to oversee this process.
7. Prime Vendor responsibility under the DTS transportation method: the Prime Vendor will be responsible for pre-cooling (where appropriate), properly loading and contacting the ocean carrier for drayage of the loaded container to the embarkation port. The Prime Vendor will be responsible for making a visual inspection of the container to ascertain that it is intact and that equipment appears to be operable. The Prime Vendor will be responsible for any detention charges and arranging the return of empty containers to the Government designated ocean carrier, but will not be responsible for return drayage. If the U.S. facility the Prime Vendor distributes product from is more than 500 miles from the CONUS port, the Government will provide drayage to the port if there are no carrier rates in the current USC Contract to cover that portion of the drayage. These moves will need to be carefully coordinated with the DDC in order to avoid additional charges caused by unavailability of product. If such charges are incurred, it will be the responsibility of the Prime Vendor to cover such charges and not the Government.
8. DLA Troop Support has been advised by USTRANSCOM that the average "Point to Point" delivery time to South West Asia averages forty-six (46) days. However, delays may occur and the Contractors will be responsible for maintaining sufficient stock levels in its OCONUS facility(s) to cover any such delays in transport. Any resultant claims for cost lie against the USTRANSCOM contract carrier. The Government has no Liability for late delivery or damage to goods in transit. The terms and conditions of the USTRANSCOM contract with the designated carrier govern carrier liability for any loss or damage to products during "Point to Point" transportation, and the contractor is solely responsible for developing and presenting any claims for delay, loss, or damage to the USTRANSCOM designated carrier, which is solely responsible for any liability. The contractor is cautioned that in some instances the USTRANSCOM contract carrier may have limited or no liability under the terms of the USTRANSCOM contract (see B. Insurance/Liability and Claims, below).
9. Palletization requirements for all Overseas Shipments:

All Wood Packaging Material (WPM) acquired by DOD must meet requirements of International Standards for Phytosanitary Measures (ISPM) 15, "Guidelines for Regulating Wood Packaging Materials in International Trade." DOD shipments inside and outside of the United States must meet ISPM 15 whenever WPM is used to ship DOD cargo, or when wood is being acquired by DLA for future use as packaging material. WPM is defined as wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frame and cleats.

PRIME VENDOR SOUTH WEST ASIA

SOW- SUPPLIES/SERVICES AND PRICES (continued)

Note: Failure to comply with these requirements may result in frustrated cargo and rejection at the point of entry.

DLAD clause 52.247-9012 "Requirements for treatment of wood packaging material (WPM). (FEB 2007) is hereby incorporated into the contract.

B. INSURANCE, LIABILITY, AND CLAIMS

DLA Troop Support will be identified as an authorized ordering office, through the Defense Distribution Center (DDC), for the Universal Services Contract (USC), a contract awarded by the United States Transportation Command (USTRANSCOM). The Prime Vendor will transmit its transportation requirements to DDC, which will arrange government-funded transportation through orders against the USC. The Prime Vendor's products will be shipped through the Defense Transportation System (DTS) via commercial carriers receiving USC awards. As discussed above, the Prime Vendor will be shipping product via commercial carrier(s) under the DTS via a contract awarded by USTRANSCOM to commercial carriers. Although these carriers are responsible for any loss or damage to the products they transport, such responsibility or liability is limited by the terms of the USC USTRANSCOM contract, as well as, maritime law, customs, and practices, e.g., Carriage of Goods by Sea (COGSA) limitations 46 U.S. App. § 1300 et. seq.; Force Majeure; Carmack Amendment 49 USC § 14706; etc. It is, therefore, highly recommended that the contractor, prior to submitting an offer, review the current USTRANSCOM carrier contract(s). The current USTRANSCOM carrier contract can be viewed at <http://www.sddc.army.mil/Public/Doing%20Business%20with%20SDDC/Contracts?summary=fullcontent>

During the implementation phase as defined in the solicitation, the Prime Vendor contractor shall enter into an agreement and work with the USC carriers handling routes within the Prime Vendor's geographical responsibility to develop a claims process involving the Prime Vendor contractor and the USC contractor(s). The purpose of such an agreement is to establish a working relationship with the USC contractor(s) in order to facilitate the transportation of product and to establish points of contact in order to resolve any issues that may arise during the performance of this contract. Such an agreement shall address issues such as claims processing and dispute resolution for losses and damage to Prime Vendor cargo by the USC carrier(s) and for the resolution of claims by the USC carrier(s) against the Prime Vendor for detention of carrier containers, port storage for detained containers, and maintenance provided by a carrier for detained refrigerated containers. The Prime Vendor shall pay the USC carriers directly for any detention, port storage or maintenance charges incurred by the Prime Vendor and the USC carrier(s) shall pay the Prime Vendor directly for any charges for loss/damage to Prime Vendor cargo incurred by the USC carrier(s). The Prime Vendor contractor shall provide to the DLA Troop Support Contracting Officer with a copy of such agreement, as well as, any contact information that it receives from the USC contractor(s). The Prime Vendor shall update this information as necessary and provide the Contracting Officer with any changes made to such agreement. The Prime Vendor claims procedure developed for handling any claims between the Prime Vendor contractor and the USC contractor(s) shall be provided to the DLA Troop Support Contracting Officer. During

PRIME VENDOR SOUTH WEST ASIA**SOW- SUPPLIES/SERVICES AND PRICES (continued)**

the contract period, as defined in the solicitation, the Prime Vendor shall contact the USTRANSCOM designated carrier(s) for the routes within the Prime Vendor's geographical responsibility. The Prime Vendor shall copy the DLA Troop Support Contracting Officer with the contact information that it receives from the carrier(s) and shall update this information as required. During this contract period, the Prime Vendor and the carrier(s) shall develop a claims procedure for the handling of any claims that may arise between the Prime Vendor and the carrier(s) for the products shipped by the carrier(s). This procedure shall be the basis for the resolution of any claims for loss or damage, as well as any other issues that may arise. A copy of this procedure, and any changes or updates, shall be promptly furnished to the DLA Troop Support Contracting Officer.

The Prime Vendor should consider that substantive terms and conditions of the USC contract and this contract may be relevant to the agreement and procedures negotiated with the USC carrier(s) concerning claims procedures, dispute resolution procedures, etc. The Prime Vendor is an express third party beneficiary of the USC contract regarding its provisions governing the liability of the USC carrier(s) for loss/damage to Prime Vendor cargo. Similarly, the USC carrier (s) is an express third party beneficiary of the provisions of this contract governing the liability of the Prime Vendor for container detention, port storage, refrigerated container maintenance, etc. For example, the dollar amount of damage for detention of containers of the USC carrier by the Prime Vendor is established in the USC contract. Also, the Prime Vendor should consider in negotiating any agreement or procedures that the USC carrier may take remedial action, including the assertion of a lien on Prime Vendor cargo or other actions, to protect its interests. Similarly, the Prime Vendor may exercise any right of setoff involving a commercial contract or other remedial action against the USC carrier to protect its interests. Finally, the Prime Vendor should consider in negotiating any agreement or procedures that disputes between the Prime Vendor and the USC carrier will not be subject to the Contract Disputes Act or the "Disputes" clause of this contract. Because claims for loss/damage to Prime Vendor cargo, detention of USC carrier containers, port storage assessed against detained carrier containers, maintenance of detained carrier refrigerated containers, etc. are to be covered by agreement between the Prime Vendor and USC carrier(s), disputes regarding such matters will be covered by the business arrangement between the Prime Vendor and USC carrier(s) and laws applicable to such arrangements.

The Government is not responsible or liable for any loss or damage to the Prime Vendor's products shipped through the DTS. Any such losses or problems can be mitigated by establishing a good working relationship with the carriers, being familiar with the terms and conditions of the USTRANSCOM contract, and obtaining maritime insurance for the products shipped. Any discrepancy reports, notice of claims or claims for such loss or damage, as well as, any other communications regarding such loss or damage shall be submitted by the Prime Vendor directly to the carrier for resolution, not to DLA Troop Support or USTRANSCOM. The Prime Vendor shall copy the DLA Troop Support Contracting Officer with any such claims, notice, or reports. At the request of the Prime Vendor, the DLA Troop Support Contracting Officer may facilitate the resolution of the claim, but all communications regarding the claim shall be between the Prime Vendor and the carrier and not through DLA Troop Support or USTRANSCOM. This procedure is not subject to change or modification, except by the DLA Troop Support Contracting Officer. If the Prime Vendor is unable to communicate directly with the carrier for any reason, it should promptly so advise the DLA Troop Support Contracting Officer.

PRIME VENDOR SOUTH WEST ASIA**SOW- SUPPLIES/SERVICES AND PRICES (continued)****C. CUSTOMS:**

USTRANSCOM will be responsible for all customs clearance from the point of debarkation through to the Prime Vendor's OCONUS facility (s.) Therefore, the Prime Vendor is only responsible for customs clearance from his OCONUS facility (s) to the final delivery points.

D. PRIME VENDOR RESPONSIBILITIES

1. The Prime Vendor will be responsible for all documentation and required paperwork, as well as packaging/packing and marking of products as originally stated in the solicitation.
2. The Prime Vendor will be responsible for making a visual inspection of the container to ascertain that it is intact and that all equipment appears to be operable.
3. All freeze and chill trucks will use temperature recording devices, readings of which will be made available upon request.
4. Additionally, the Prime Vendor will be responsible for the pre-cooling vans, when appropriate, and loading vans.

E. GOVERNMENT RESPONSIBILITIES

1. USTRANSCOM will be responsible for the contracting of transportation of products from the Prime Vendor's CONUS Distribution Warehouse(s) to the Prime Vendor's OCONUS warehouse(s).
2. The DDC transportation representative in coordination with the Prime Vendor will be responsible for making ocean transportation bookings that provide transportation from the Prime Vendor's CONUS facility to the door of the PV's OCONUS facility and setting up transportation from the OCONUS port to the Prime Vendor's OCONUS facility. Unless otherwise specified in the contract, the Prime Vendor or USTRANSCOM Representative will be responsible for arranging the return of empty containers to the Ocean Carrier.

VII. STATUS OF FORCES AGREEMENT (SOFA)

Shipments to the solicited zone are subject to whatever country-to-country agreements may exist between those countries and the United States. Contractors are therefore responsible for ascertaining, for all countries to which their offers apply, the precise rules & regulations, limitations, documentation requirements, and restrictions that apply to imports for the use of the U.S. Forces.

PRIME VENDOR SOUTH WEST ASIA**SOW- SUPPLIES/SERVICES AND PRICES (continued)**

Stationing agreements with non-NATO countries, to the best of DLA Troop Support's knowledge at this time, contain provisions permitting the importation of subsistence items and other supplies intended for U. S. Forces, free of duties and taxes. As a result, all products intended for overseas shipments under this contract must be shipped from the United States in containers separate from any product shipped for the Prime Vendor's commercial customers.

Furthermore, SOFA supplements and stationing agreements may provide for specific markings on the containers. Contractors must identify any such marking requirements and ensure that the markings are properly applied.

VIII. THEATRE SUPPORT**A. Management:**

The contractors shall ensure that all contractor employees, subcontractors, subcontractor's employees, invitees and agents comply with all guidance, instructions and general orders applicable to U.S. Armed Forces issued by the Theater Commander or his/her representative, as well as, all pertinent Department of the Army and Department of Defense directives, policies and procedures, as well as federal statutes, judicial interpretations and international agreements (i.e., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, food defense and safety. Disputes are to be resolved by the Contracting Officer. Notwithstanding the above, the Contracting Officer is the only authorized official who may increase, decrease or alter the scope of work to be performed, and any orders or instructions interpreted by the contractor as impacting the scope or cost of the contract shall immediately be brought to the attention of the Contracting Officer for resolution. This paragraph applies only to personnel

The contractors shall take reasonable steps to ensure the good conduct of its employees and shall at all times be responsible for the conduct of its employees and those of its subcontractors and invitees.

The contractor shall promptly resolve, to the satisfaction of the contracting officer, all contractor employee performance and conduct problems identified by the contracting officer or his/her designated representative.

The contracting officer may direct the contractor, at the contractor's expense, to remove or replace any contractor employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative. The contractor will replace such employee within 72 hours or as instructed by the Contracting Officer.

PRIME VENDOR SOUTH WEST ASIA

SOW- SUPPLIES/SERVICES AND PRICES (continued)

- B. Risk Assessment and Mitigation:
The contractor will brief its employees regarding the potential danger, stress, physical hardships and field living conditions of performing under this contract.
The contractor will conduct physical and medical evaluations of all its employees at their own expense to ensure that they are capable of enduring the rigors of performance under this contract. The contractor will designate a point of contact for all of its plans and operations. The contractor will prepare plans for support as required by contract or as directed by the Contracting Officer.
For the purpose of issuing ID badges, and for access purposes, the contractor will provide a list of suitable or qualified subcontractors including local vendors in an area of operations.
- C. Vehicle and Equipment Operation:

The contractor shall ensure that employees possess the required civilian licenses to operate the equipment necessary to perform the contract in the theater of operations in accordance with the statement of work.

The contractor and its employees may be held jointly and separately liable for all damages resulting from the unsafe or negligent operation of equipment.
- D. Container Management:

The contractor shall be responsible for managing the flow of containers from the port through the warehouse and into the theater. Planned and unplanned delays such as supply route blackouts, local holidays and border closures must be considered in the schedule for container movement. Best efforts must be made to eliminate detention charges and reduce port storage fees on reefers while ensuring containers carrying "Not-in-Stock (NIS)" items are pulled first, followed by special meal containers. The contractor must avoid overstocking its warehouse when pulling containers from the port.

PRIME VENDOR SOUTH WEST ASIA

SOW- SUPPLIES/SERVICES AND PRICES (continued)

E. Food Defense (Provides the total extent of food defense guidance/requirements):

The DLA Troop Support Subsistence Directorate provides worldwide subsistence logistics support during peacetime as well as during regional conflicts, contingency operations, national emergencies and natural disasters. At any time, the United States Government, its personnel, resources and interests may be the target of enemy aggression to include espionage, sabotage or terrorism. This increased risk requires DLA Troop Support to take steps and insure steps are taken to prevent the deliberate tampering and contamination of subsistence items.

As the holder of a contract with the Department of Defense, the awardee should be aware of the vital role they play in supporting our customers. It is incumbent upon the awardee to take actions to secure product delivered to all military customers as well as any applicable commercial destinations. We strongly recommend all firms to review their security plans relating to plant security and security of product in light of the heightened threat of terrorism and secure product from adulteration/contamination.

The contractor will insure that all products and/or packaging have not been tampered or contaminated throughout the manufacturing, storage and delivery process. The contractor will immediately inform DLA Troop Support Subsistence of any attempt or suspected attempt by any party or parties, known or unknown, to tampering with or contaminate subsistence supplies.

Accordingly, the awardee shall submit a Food Defense plan (NOTE: to download a copy of the DLA Troop Support Food Defense Checklist go to http://www.dscp.dla.mil/subs/fs_check.pdf or contact the applicable Contracting Officer or the DLA Troop Support Quality Audits & Food Defense Branch at 215-737-8656) prior to the start of production under any resultant contract to describe what steps their firm has taken and will take to prevent product tampering and contamination. The awardee will also describe what steps have been or will be taken that relate to overall plant security and food safety. The contractor must describe in detail the types of measures in place or scheduled to be put in place for the performance period of this contract. DLA Troop Support-FTSB will conduct Food Defense Audits/reviews during PV Product Quality Audits, Unannounced Quality Systems Management Visits and/or other visits to verify the implementation, compliance and effectiveness of the firm's Food Defense Plan. Firms should include specific security measures relating to but not limited to the following areas:

- a. Employee Identification
- b. Background checks where applicable
- c. Control of access to plant facility, gates and doors at the facility
- d. Internal Security
- e. Training and security awareness
- f. Product Integrity
- g. Transportation Security

PRIME VENDOR SOUTH WEST ASIA**SOW- SUPPLIES/SERVICES AND PRICES (continued)**

The following security guidance is also provided:

Make sure all boxes, bags, etc. are intact and demonstrate no evidence of tampering. All incoming truck drivers should provide adequate identification upon request. Visitors should also be properly identified and access limited to appropriate areas. Procedures for storing product should adequately control access to eliminate any possibility of product adulteration.

Review lighting and camera conditions at their facilities and consider whether fencing and locking devices are adequate. Never leave open trucks unattended, and use bolt-seals when possible to designate loaded trailers. Security seals shall be properly placed on all delivery vehicles and registered/logged in per delivery. Ensure employee background checks are up to date. Ensure drivers have communication devices available in the event of an emergency and establish emergency phone numbers for them to use. Firms should keep a low profile and share customer routes, etc. on a need to know basis. Review of overall organizational corporate security plans should be conducted and consider whether private security firms are needed to assess or reduce risk. It is important to convey to all warehouse, office and fleet personnel that security should not be taken lightly and any suspected adulteration or evidence of product tampering must be reported immediately.

When split/consolidated deliveries are authorized, the refrigerated units are required to be sealed after each delivery point. The prime vendor shall be responsible for providing the seals. The military liaison or designated representative at the drop-off point shall be responsible for re-sealing the reefer with the new seal and annotating the number on the delivery ticket. Under no conditions will drivers re-seal reefers or complete the associated paperwork. Split/consolidated deliveries made in conditions other than those cited above are subject to be rejected by the customer.

Facilities Blast Protection is not required.

- E. Passports, Visas and Customs Clearance:
At the contractor employee's and/or contractor's expense, the contractor employees shall obtain all passports, visas, badges or other documents necessary to enter and/or exit any area(s) identified by the contracting officer. Contractor personnel, as identified by the Contracting Officer or Contracting Officer Representative, are authorized to receive Common Access Cards (CACs) and/or other Base Access Badges, which shall be issued by U.S. Government Authorities at the nearest available facility to the work location of the contractor.

PRIME VENDOR SOUTH WEST ASIA

SOW- SUPPLIES/SERVICES AND PRICES (continued)

The prime vendor shall communicate directly with the customer to obtain access requirements. A plan of action for adherence to access requirements must be submitted to the Contracting Officer within 30 days of contract award. The plan of action shall include the contractors understanding of the access requirements per the U.S. Military and the Governments of Qatar, Bahrain, the United Arab Emirates, Oman, Saudi Arabia, Kenya, and Djibouti as well as how long it will take to meet the requirements.

All contractor employees shall be subject to the customs processing procedures, laws, agreements and duties of the country to which they are deploying.

F. Tour of Duty / Hours of Work:

The contractor shall comply with all duty hours and tours of duty identified by the contracting officer or his/her designated representative. The contracting officer, or his/her designated representative, may modify the work schedule to ensure the government's ability to continue to execute its mission.

G. Accounting for Personnel:

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy (electronically is preferred). Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals

(LN).

(4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).

(5) Name of province in which the work was performed.

(6) The names of all company employees who enter and update employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2007-O0010.

The format for the report is as follows:

PRIME VENDOR SOUTH WEST ASIA

SOW- SUPPLIES/SERVICES AND PRICES (continued)

DATE OF							
REPORT:							
Contract Number	Company Name	Total Employed	Total US	Total TCN	Total LN	Location(s) Worked Performed (Province(s))	Name of Employee(s) Who Enter SPOT Data

IX. RESERVED

X. OPTIONS

Any resultant contract will include two (2) available option periods. Both available Option periods will be eighteen (18) months. It is mandatory that the contractor must agree to accept each option period, if invoked by the contracting officer.

XI. ESTIMATED VALUE/GUARANTEED MINIMUM/MAXIMUM

A. QUANTITY:

The quantities shown represent the quantities estimated to be ordered per zone over each contract period. These quantities are based on current Government projections and are subject to change, and the Government has no obligation to actually order the estimated amounts nor any liability if the estimates are either substantially more than or less than the actual amount ordered; however, the guaranteed minimum in terms of dollars will apply. Quantities shown are overall and are not broken down by customer.

B. ACQUISITION VALUE: The estimated dollar value of this solicitation is \$768,341,000.00 in the event that the base period and all option periods are invoked. The maximum dollar value will be 300% or \$2,305,023,000.00, inclusive of option periods.

The guaranteed minimum will be ten percent (10%) of the estimated dollar value per contract period. In the event that any option period(s) are not exercised, such periods will not be included in the calculation of the guaranteed minimum.

PRIME VENDOR SOUTH WEST ASIA

SOW- SUPPLIES/SERVICES AND PRICES (continued)**XII. ADDING/DELETING CUSTOMERS**

- A. DLA authorized customers in Qatar, Bahrain, the United Arab Emirates, Oman, Djibouti, Kenya, and Saudi Arabia may be added or deleted at no additional cost to the Government.

XIII. PRICING

Pricing will be based on the following formula:

$$\text{Contract Unit Price} = \text{Product price} + \text{Distribution Price (Normal and/or Premium)}$$

- A. Definitions:

1. Contract Unit Price: The contract unit price is the total price (in U.S. currency) that is charged to DLA Troop Support per unit for a product delivered to the Government

Note: Multiple Unit Prices for the same item are not permitted.

2. Product Price:

a) The product price will be derived in one of two manners for this solicitation: 1) through the use of DLA Troop Support's Manufacturers Price Agreements (MPAs); or 2) through the use of commercial pricing. When a DLA Troop Support MPA is available, the MPA price shall be used for the product price. When a DLA Troop Support MPA is not available, the Product Price shall be limited to the original manufacturer's or grower's price for product. The Product Price shall be based on FOB Origin/Point of Manufacture. In addition, the Product Price shall exclude all costs that are required to be covered in the normal distribution price, including but not limited to, all transportation, broker and dealer costs and fees; and it shall exclude all costs that are required to be covered in the premium distribution price. **The product price for each item must be based on a twenty-foot equivalent unit (TEU) truck load quantity.**

b) Exception 1: Airfreight transportation charges may be included in the product price when the following conditions apply:

- (i) The product is listed in category #59 – Prime Vendor Fresh Fruits & Vegetables (FF&V)
and
- (ii) It is necessary for the product to be flown into the local market of Qatar, Saudi Arabia, the United Arab Emirates (UAE), Oman, Bahrain, Kenya, and/or Djibouti from a foreign country because local supply does not exist or is insufficient to meet demand requirements.
and
- (iii) The importer that establishes the product price is the firm that actually performs the FF&V import service including, but not limited to procurement, storage, consolidation, pallets, palletizing and distribution work.

PRIME VENDOR SOUTH WEST ASIA

SOW- SUPPLIES/SERVICES AND PRICES (continued)

c) Exception 2: A CONUS-based manufacturer's pricing which is a national commercial price inclusive of transportation costs to a Distribution Point shall be supported by documentation and may be considered by the Government to be the product price on a case by case basis, upon concurrence of the contracting officer.

d) Exception 3: For mandatory items only: The product price shall be limited to the nonprofit agency's price for product as set in accordance with applicable law. The product price shall be based on FOB Origin/Nonprofit Agency.

e) Upon request, for existing catalog items, for any new items being added to the catalog and for price adjustments to existing catalog items, the Product Price shall be supported with invoice or quote documentation directly from the manufacturer or grower on their letterhead. When the address of the Brand Name Owner differs from the location where the product is actually manufactured, this documentation from the Brand Name Owner must identify both addresses and the product price, as identified above. If exception 1 applies, the Product Price shall be supported with invoice or quote documentation directly from the FF&V importer. If exception 3 applies, the Product Price shall be supported with invoice or quote documentation directly from the nonprofit agency participating in the program operated by the Committee for Purchase From People Who Are Blind or Severely Disabled (the Committee) under the Javits-Wagner-O'Day Act (JWOD) (41 U.S.C. 46-48c). Early payment discount terms shall be specified on all invoices and/or quotes. Documents not in English will be accompanied by a copy converted to American dollars at the exchange rate specified using the FXConverter on the OANDA Currency Site (<http://www.oanda.com>) as of the close of business on the effective date of the document.

3. Normal Distribution Price: The normal distribution price is defined as a firm fixed price and offered as a dollar amount, which represents all elements of the unit price, other than the product price and premium distribution price. The normal distribution price includes the Prime Vendor's projected general and administrative expenses, workers compensation insurance as related to the Defense Base Act (DBA) and the Longshore and Harbor Workers Compensation Act, overhead, profit, packaging/marketing/labeling costs, all Non-Point of Manufacturer fees (CONUS and OCONUS Broker, Dealer, and Subcontractor fees) including, but not limited to procurement, storage, consolidation, pallets, palletizing and distribution work (except for FF&V items from a foreign country imported into the local markets of Qatar, Saudi Arabia, the UAE, Oman, Bahrain, Kenya, and/or Djibouti – in which case all cost incurred by the importer are excluded from normal distribution price). It also includes the Contracting Officer Representatives (COR) office space and equipment, all transportation costs from the original CONUS and OCONUS points of Manufacture to the point where the over ocean container is loaded, all transportation costs from the Prime Vendor's OCONUS distribution facility(s) to customer locations in Qatar, Saudi Arabia, the UAE, Oman, Bahrain, Kenya, and/or Djibouti (unless the item is a Contracting Officer-approved National Commercial Price inclusive of transportation costs to a Distribution Point – in which case transportation costs to that Distribution Point are excluded from normal distribution price -- or it is an FF&V item from a foreign country imported into the local markets of Qatar, Saudi Arabia, the UAE, Oman, Bahrain, Kenya, and/or Djibouti – in which case all cost incurred by the importer are excluded from normal distribution price). Normal distribution price also includes any other elements of pricing not defined in this solicitation. Additionally, if DTS does not apply

PRIME VENDOR SOUTH WEST ASIA

SOW- SUPPLIES/SERVICES AND PRICES (continued)

as described in paragraph (5) below, the normal distribution price will include all transportation costs from the original OCONUS Point(s) of Manufacture to the Prime Vendor's OCONUS Distribution Facilities. The normal distribution price shall remain fixed for the base period of the contract, and is subject to any agreed option period adjustments. The normal distribution price shall exclude DTS Ocean Shipping Costs referenced below and Premium Distribution Prices separately priced elsewhere in the schedule.

4. Premium Distribution Price: The premium distribution price is defined as a firm fixed price and offered as a dollar amount, which represents all elements of pricing related to the following requirements:

- a. Government Furnished Material (GFM) storage, open case inspection, open case re-work, labeling, re-labeling and disposal (see pages 61-63).
- b. Pallets and Ice for Airlifts (see pages 64-65 under Emergency Airlift Section).
- c. Routine Airlifts for Zone 2 *Djibouti Only* (see page 66)

This premium distribution price shall remain fixed for the base period of the contract, and is subject to any agreed option period adjustments. The premium distribution price shall exclude Normal Distribution Prices separately priced elsewhere in the schedule.

Note: The normal distribution price includes transportation costs to customer locations in Qatar, Bahrain, the United Arab Emirates, Oman, Djibouti, Kenya, and/or Saudi Arabia. The premium distribution price for emergency and routine airlifts shall be exclusive of the transportation amount captured under the normal distribution price.

5. United States Defense Transportation System (DTS) Ocean Shipping Costs

DTS ocean transportation costs (the cost of shipping the product from the Prime Vendor's CONUS facility(s) to the prime vendor's OCONUS facility(s), aka "Point to Point" delivery via DTS), shall be excluded from the normal distribution price. The Defense Transportation System is responsible for point-to-point delivery.

B. Only the product price component of the contract unit price is subject to adjustment under this acquisition in accordance with the DLA Troop Support Manufacturer Pricing Agreement and/or the Economic Price Adjustment clause stated herein. Distribution prices are fixed however, DLA Troop Support will accept contractor offered price reductions at any time or price reductions may be applied via a contract modification to remove a program requirement.

PRIME VENDOR SOUTH WEST ASIA

SOW- SUPPLIES/SERVICES AND PRICES (continued)

C. Catalog product prices must be reflective of the prime vendor's last receipt price (the price of the stock most recently received into inventory). However, for FF&V items only, when multiple sources are being utilized and more than one manufacturer's product is received prior to a catalog update, the contractor shall establish the product price based on the mix of invoices received post the previous price change period. The product price would be derived as follows:

Supplier A – 40% X \$5.70 = \$2.28

Supplier B – 30% X \$5.90 = \$1.77

Supplier C – 30% X \$6.30 = \$1.89

Product Price = \$5.94

XIV. CATEGORIES OF ITEMS

- A. The items to be procured under this contract have been broken down into separate food categories for purposes of proposing distribution prices. Category /distribution prices are to be offered based on the unit of measure stated on the below category/distribution list. Contractors must utilize the categories listed below. **No substitutions, deletions, or additions to the categories or units of measure indicated below are authorized.** However, if any offeror feels that a substantial category has been eliminated, the offeror must bring it to the attention of the Contracting Officer BEFORE the closing date. A determination will be made at that time whether or not to add the category via an amendment to the solicitation.
- B. The category/distribution lists (see attachment 1 and 3) are designed for the submission of distribution pricing. It is mandatory that all offerors submit distribution pricing in for Zone 1 using attachment 1. It is mandatory that all offerors submit distribution pricing for Zone 2 using attachment 3. The schedule of items; see attachment 2 for Zone 1 and see attachment 4 for Zone 2 is designed for the submission of all product pricing. It is mandatory that all offerors submit product pricing in this format. Failure to submit the distribution and product prices using attachments 1 and 2 for Zone 1 and/or attachments 3 and 4 (to include sheets a, b, and c) for Zone 2 may result in the rejection of the offeror's entire proposal.
- C. Pricing
- i. The product price plus the normal distribution price per item, per unit for item categories 1 thru 78 will be established as the prime vendor catalog unit price for food orders, receipts, delivery tickets, invoices, billing and payments. All premium distribution prices will be captured via Categories 79 thru 98. The prime vendor will be required to submit separate invoices to the Contracting Officer in the frequency indicated below for the premium distribution price payment.

PRIME VENDOR SOUTH WEST ASIA

SOW- SUPPLIES/SERVICES AND PRICES (continued)

- ii. Each invoice must be certified by the prime vendor to reflect the amount of service actually provided. Each invoice must be verified and signed by the Contracting Officer Representative and approved by the Contracting Officer. The approved invoice amount will be placed on order via STORES using local stock numbers designated for itemized billing/costs, receipted, invoiced, billed and paid. Detailed support documentation must be submitted with each invoice. Manual invoices will be authorized for payment biweekly or monthly as indicated below. Monthly invoices and supporting documentation shall be cumulative for a one(1) month period and must be submitted to the Contracting Officer no later than the 15th day of the following month; e.g. for the period of January 1 thru January 31, referenced invoices must be received by February 15. Payment will be authorized at the end of each month. Bi-weekly invoices and supporting documentation shall be cumulative for a two-week period (from the 1st to the 15th of each month and from the 16th thru the 31st). Invoices for the 1st thru the 15th must be submitted by the 30th of each month and payment will be authorized by the 15th of the following month. Invoices for the 16th thru the 31st must be submitted by the 15th of the following month and payment will be authorized by the 31st of the month.

iii.

1. GFM Storage – Monthly

GFM will be ordered by the customer directly from the prime vendor catalogs at the normal distribution fee price (categories 71 thru 78).

Invoices for GFM storage (categories 79 thru 86) shall be based on more than 30 days after the receipt date of product into the distribution facility.

Any product that is received and ordered by the customer within 30 days shall not accumulate storage charges. Any product remaining at day 31 shall accumulate the storage charge for the first 30 days and every full 30 day period of storage thereafter. Storage charges shall not accumulate per day nor be prorated as a daily charge. Also, storage payments will only be made on product that is within its original or VET extended shelf life. Storage payments will not be made on expired product.

PRIME VENDOR SOUTH WEST ASIA

SOW- SUPPLIES/SERVICES AND PRICES (continued)

The prime vendor must maintain and submit along with the storage invoice a detailed spreadsheet of all GFM received into inventory. Sorted by receipt date and item description, it must list all pertinent information including the associated invoice number, receipt date, NSN, item description, item expiration date, extended expiration date, quantity received, quantity delivered, quantity remaining in inventory, total days in inventory, disposal date, quantity billed, unit distribution price, and total charge.

2. GFM Re-work (open case inspection, open case re-work, labeling & disposal) – Monthly (Categories 87 thru 91)

A copy of the KO or COR requirement and authorization must be submitted with the invoice along with any other pertinent documents that show that the work was performed.

3. Pallets and Ice for Airlifts – Monthly (Categories 92 thru 97)

For airlifts, the PV will need to directly pay the airfreight provider and subsequently invoice DLA Troop Support for reimbursement. The airlift costs (actual costs only) will be reimbursed by DLA Troop Support for all emergency freights unless the airlift is used to rectify a situation created by lack of planning on the prime vendor's part; therefore, no distribution category is assigned for airlift costs. A copy of the KO or COR authorization must be submitted with the invoice along with the actual airfreight invoice, which must be presented in English.

A copy of the KO or COR authorization must also be submitted with the pallet and ice invoice. If the airlift, pallet and ice invoices are related, they must be submitted at the same time. All pallet and ice invoices must be submitted with a spreadsheet that specifies all pertinent information including, but not limited to the related prime vendor invoice number, associated aircraft, flight number, registration, departure time, arrival time, customer name and DODDAC, number of pallets (dry non-tri-wall, dry tri-wall, chilled tri-wall, and frozen tri-wall), amount of wet and dry ice, unit distribution price, and total charge.

PRIME VENDOR SOUTH WEST ASIA

SOW- SUPPLIES/SERVICES AND PRICES (continued)

4. Airlift Cost Per Product Weight (includes all tri-walling and wet/dry ice charges) for Zone 2 Djibouti Only – Monthly
*Note: No additional normal distribution fee will be applied to items in this category.
Estimates for this premium category are provided separately at the bottom of Attachment 4 (Category 98)
Note: No additional normal distribution fees will be applied to items in this category.

A copy of the KO or COR requirement and authorization must be submitted with the invoice along with any other pertinent documents that show that the work was performed.

D. Distribution Prices shall be formatted to no more than two (2) places to the right of the decimal point, for example \$1.50. Offerors must utilize the Government's category distribution list below. Normal and Premium distribution prices per category must be presented on attachment 1/attachment 3 as well as option period distribution percentage increases/decreases.

C. Item Categories: **ATTACHMENT 1 for Zone 1 and ATTACHMENT 3 for Zone 2**

PRIME VENDOR SOUTH WEST ASIA

Normal Distribution Prices (Categories 1 – 78)**Distribution Categories for Standard Catalog Items:**

<i>Category Number</i>	<i>Category Description</i>	<i>UOM</i>
1	Steak Cuts, Raw, Tenderloins, Strip Loin, Rib Eye, Short Loin	LB
2	Primal Roast Cuts (Includes Tenders, Strip Loin, Ribeye, Short Loin)	LB
3	Beef, Raw, Roasts (Includes Steamship, Knuckles, Chuck), Stew Meat, Breaded Beef Items, Braising Steak, Raw Fajita Meat and Other Related Raw Beef Products)	LB
4	Beef, Patties, Ground, Bulk, Raw	LB
5	Beef, Precooked Products (Includes Precooked Ground Beef, Air Dried Beef, Beef Patties and Other Related Precooked Beef Products)	LB
6	Poultry, Raw, Minimally Processed Bone-In (Includes Cut Quarters, 8 Piece Cut, Halves, Whole and Other Related Raw Poultry Products)	LB
7	Poultry, Raw, Boneless and Raw, Breaded or Unbreaded	LB
8	Poultry, Precooked Products	LB
9	Pork, Raw, Whole Loins, Chops, Steaks	LB
10	Pork, Raw, Roasts (excluding loins), Ribs, Breaded and Unbreaded fabricated items (i.e., breaded pork steak, pork stew meat and Other Related Raw Pork Products)	LB
11	Precooked Products (Includes Sausage, Scrapple, Bacon, Pork Roll, Breakfast Ham and Other Related Precooked Pork Products)	LB
12	Raw Sausage, Scrapple, Bacon, Pork Roll, Breakfast Ham, Bratwurst and Knockwurst	LB
13	Luncheon Meats, Franks, Corn Dogs, Pizza Toppings (Includes Toppings with Meat and Other Related Products)	CS
14	Lamb, Veal and Game, Raw, Breaded or Unbreaded	LB
15	Lamb, Veal and Game, Breaded, Precooked Products	LB
16	Shellfish, Whole Lobster, Lobster Tails, Crab Legs	LB
17	Shellfish (Includes Shrimp, Oysters, Clams, Scallops, Crab Cakes, Unbreaded and Other Related Unbreaded Shellfish Products)	LB
18	Shellfish (Includes Shrimp, Oysters, Clams, Scallops, Crab Cakes, Breaded and Other Related Breaded Shellfish Products)	LB
19	Fish, Fillets, Whole, Portioned, Unbreaded	LB
20	Fish, Fillets, Formed, Portioned, Solid Muscle, Breaded	LB
21	Fish, Imitation Crab, Lobster, Precooked, Refrigerated	LB
22	Fish and Meats, Canned or Pouch, Non-Refrigerated	CS

PRIME VENDOR SOUTH WEST ASIA

23	Entrees, Frozen, Precooked (Includes Cordon Blue, Chicken Kiev, Stuffed Chicken Breasts, Stuffed Pork Chops and Other Related Products)	CS
24	Miscellaneous Frozen (Includes Appetizers, Breakfast Pizza, Pizza Crust, Burritos, Pancakes, French Toast and Other Related Products)	CS
25	Desserts and Breads, Frozen (Includes Prepared Doughnuts, Danish, Pastries, Muffins, Bagels, Biscuits, Cookie Dough, Pie Shells, Bread Dough, Turnovers, Cheesecakes, Cobblers, Specialty Cakes, Cakes, Pies and Other Related Products)	CS
26	Snack Foods (i.e. Cookies, Crackers, Granola Bars, Toaster Pastries, Snack Cakes and other related products)	CS
27	Dry Pasta, Rice, Dried Beans, Bread Crumbs, Croutons, and Ice Cream Cones, Cereal, Taco Shells and other related products	CS
28	Baking Mixes (i.e. Brownie Mix, Roll Mix, Bread Mix, Pancake Mix, Cake Mix and other related products) Less than or Equal to 24 lbs.	CS
29	Baking Mixes (i.e. Brownie Mix, Roll Mix, Bread Mix, Pancake Mix, Cake Mix and other related products) Greater than 24 lbs.	CS
30	Icings and Pie Fillings and other related products	CS
31	Sugar or Flour Bulk	CS
32	Bouillons, Dry Soups, Soup and Gravy Bases, Gravy, Cooking Wine, Sauces	CS
33	Shortenings, Food Oils, Butter, Margarine	CS
34	Sandwich/Meal Kits	CS
35	All No. 10 Size Cans	CS
36	Fruits, Vegetables, Dehydrated Dairy, Baby Food, Nutritional Supplements, Dietetic Products, Semi-Perishable, Other than No. 10 Size Can	CS
37	Fruits and Vegetables, Frozen	CS
38	Table Top Size, Refrigerated or Non-Refrigerated Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Hot Sauce and Other Condiment Related Products	CS
39	Bulk Size, Refrigerated or Non-Refrigerated Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Hot Sauce and Other Condiment Related Products	CS
40	Individual Portion, Refrigerated or Non-Refrigerated Up to 500 Count Case Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Hot Sauce, Gelatins, Puddings, and Other Condiment Related Products	CS

PRIME VENDOR SOUTH WEST ASIA

41	Individual Portion, Refrigerated or Non-Refrigerated 501 to 999 Count Case Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Hot Sauce, Gelatins, Puddings, and Other Condiment Related Products	CS
42	Individual Portion, Refrigerated or Non-Refrigerated 1000 to 3000 Count Case Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Hot Sauce, Gelatins, Puddings, and Other Condiment Related Products	CS
43	Individual Portion, Refrigerated or Non-Refrigerated > 3000 Count Case Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Hot Sauce, Gelatins, Puddings, and Other Condiment Related Products	CS
44	Salads, Prepared, Chilled Fresh	LB
45	Soups, Frozen	CS
46	Spices, Herbs, Flavorings or Food Coloring	CS
47	Individual - Spices, Herbs, Flavorings or Food Coloring	CO
48	Confectionary, Candy, Nuts, Sugars other than bulk, Dried Fruit and Baking Chips	CS
49	Cocoa, Hot Chocolate, Coffee, Tea and Beverage Based Powder	CS
50	Beverages, Semi-Perishable, Chilled or Frozen, Dispenser Required (Includes Soda, Sports Drinks, Juice, Coffee, Hot Chocolate, Water ((any type)) and Other Drink Related Products)	CS
51	Beverages, Semi-Perishable, No Dispenser Required (Includes Soda, Sports Drinks, Juice, Coffee, Hot Chocolate, Water ((any type)) and Other Drink Related Products)	CS
52	Mixes, Soft Serve Ice Cream, Milk Shake, Yogurt	CS
53	Ice Cream Bulk or Novelties, Ice/Fruit Bars	CS
54	Eggs, Fresh	CS
55	Egg Product, Liquid, Shelf Stable, Frozen or Chilled	CS
56	Cheese	LB
57	Dairy Products other than Cheese and Ice Cream, Fresh (Includes Yogurt, Sour Cream, Milk and Other Fresh Dairy Related Products)	CS
58	Bakery Products, Fresh	LB
59	Fresh Fruits and Vegetables (FF&V)	LB
60	Food Service Operating Supplies (FSOS)	CS
	Chemical (Dry or Liquid)	
61	Food Service Operating Supplies (FSOS) Chemical (Dry or Liquid)	EA
62	Food Service Operating Supplies (FSOS) Kitchen and Dining Supplies	EA

PRIME VENDOR SOUTH WEST ASIA

63	Food Service Operating Supplies (FSOS) Kitchen and Dining Supplies	CS
64	Food Service Operating Supplies (FSOS) Kitchen and Dining Supplies (Flatware)	CS
65	Food Service Operating Supplies (FSOS) Plastic and Paper Products	CS
66	Food Service Operating Supplies (FSOS) Pots and Pans	EA
67	Food Service Operating Supplies (FSOS) Kitchen Utensils	EA

68	Toiletries and health/comfort items	CS
69	Film	CS
70	Ice (Cubed, Crushed)	LB

Distribution Prices for Government Furnished Material (GFM):

<i>Category Number</i>	<i>Category Description</i>	<i>UOM</i>
71	Government Furnished Material (GFM) for Prime Vendor Dist. Meals Ready To Eat (MREs, Halal and Kosher)	EA
72	Government Furnished Material (GFM) for Prime Vendor Dist. Unitized Group Ration Heat and Serve (UGR-H&S)	EA
73	UGR-A Semi Perishable (2 CS Per UOI)	CS
74	Government Furnished Material (GFM) for Prime Vendor Dist. (Includes Product Procured to fill NIS Situations. Approved at the Contracting Officer's discretion)	EA
75	Government Furnished Material (GFM) for Prime Vendor Dist. UGR-A Perishable A Group Rations	EA
76	Government Furnished Material (GFM) Unitized Group Ration Express (UGR-E)	EA
77	GFM - Health and Comfort Packs	CS
78	GFM- OTHER	CS

Premium Categories (Categories 79-98)**Storage Charges for Government Furnished Material (GFM):**

<i>Category Number</i>	<i>Category Description</i>	<i>UOM</i>
79	Government Furnished Material (GFM) for Prime Vendor Dist. Meals Ready To Eat (MREs, Halal and Kosher)	Pallet Spaces
80	Government Furnished Material (GFM) for Prime Vendor Dist. Unitized Group Ration Heat and Serve (UGR-H&S)	Pallet Spaces
81	UGR-A Semi Perishable (2 CS Per UOI)	Pallet Spaces

PRIME VENDOR SOUTH WEST ASIA

82	Government Furnished Material (GFM) for Prime Vendor Dist. (Includes Product Procured to fill NIS Situations. Approved at the Contracting Officer's discretion)	Pallet Spaces
83	Government Furnished Material (GFM) for Prime Vendor Dist. UGR-A Perishable A Group Rations	Pallet Spaces
84	Government Furnished Material (GFM) Unitized Group Ration Express (UGR-E)	Pallet Spaces
85	GFM - Health and Comfort Packs	Pallet Spaces
86	GFM- OTHER	CS

Rework Charges for Government Furnished Material (GFM):

<i>Category Number</i>	<i>Category Description</i>	<i>UOM</i>
87	Open Case Inspection	CS
88	Open Case Rework	CS
89	Labeling/Relabeling	CS
90	Dead Stock Disposal Cost (Includes Transportation; Approved at the Contracting Officer's discretion)	LB
91	Restocking Fee (Approved at the Contracting Officer's discretion)	CS

Pallet and Ice for Airlifts:

<i>Category Number</i>	<i>Category Description</i>	<i>UOM</i>
92	Dry Pallet Non-Tri-Wall	EA
93	Dry Pallet Tri-Wall	EA
94	Chilled Pallet Tri-Wall	EA
95	Frozen Pallet Tri-Wall	EA
96	Wet Ice for airlifts	LB
97	Dry Ice	LB

Routine Airlift for Zone 2 Djibouti Only

<i>Category Number</i>	<i>Category Description</i>	<i>UOM</i>
98*	Airlift Cost Per Product Weight (includes all tri-walling and wet/dry ice charges)	LB

*Note: No additional normal distribution fee will be applied to items in this category.

PRIME VENDOR SOUTH WEST ASIA

SOW- SUPPLIES/SERVICES AND PRICES (continued)**XV. DLA Troop Support MANUFACTURER'S PRICING AGREEMENT PROGRAM:**

A DLA Troop Support Manufacturer's Pricing Agreement (MPA) Program is presently under development to maximize the leverage of DLA Troop Support's buying power and to obtain fair and reasonable product pricing under Prime Vendor contracts for the customers of DLA Troop Support. The agreements between DLA Troop Support and manufacturers shall identify a fixed product price for specific items that will be cataloged by the prime vendor. The prime vendor will be responsible for establishing commercial agreements with the MPA holders to purchase the MPA items at the product price established by the MPA.

When available, the list of MPA holders, the specific items under agreement, and the fixed product prices for those items will be provided via solicitation amendment or contract modification as appropriate prior to the solicitation closing date, during negotiations or during contract implementation (ramp-up/ramp-down).

If MPA items are added to this solicitation via solicitation amendment, the fixed MPA item product price will be used for evaluation of the market basket schedule of items for all offerors. The offerors will not be required to have commercial agreements in place with the MPA holders at this time. The Contracting Officer will automatically substitute each offerors market basket product price with the fixed MPA product price despite whether the offered product price is higher or lower than the fixed MPA product price.

The awardee(s) will be required to establish commercial agreements with the MPA holders for all MPA items cited for cataloging during the ramp-up/ramp-down phase of the contract. As the program is implemented, it is anticipated that 75 to 80 percent of the contract product price dollar value will be under agreement.

Post implementation, the prime vendor must have a MPA Holder commercial agreement in place before a new MPA item may be added to the prime vendor catalog. For existing cataloged items that are added to the MPA Program, the prime vendor must establish the MPA Holder commercial agreement within 30 days of Contracting Officer notification. The prime vendor shall immediately bring to the attention of the Contracting Officer the names of MPA Holder(s) unwilling or unable to enter into a commercial agreement with the prime vendor with an explanation for each. All MPA items are required to be placed on the prime vendor catalog at the MPA established price, unless otherwise approved by the Contracting Officer.

It is anticipated that MPA prices will remain fixed for a minimum of 30 days and a maximum of six months. Updated MPA holder agreements will be issued to the prime vendor via contract modification. The new MPA product prices shall be updated on the prime vendor catalog during the scheduled catalog update that immediately follows receipt of the new product into the prime vendor's inventory.

PRIME VENDOR SOUTH WEST ASIA

SOW- SUPPLIES/SERVICES AND PRICES (continued)**XVI. Reserved****XVII. REBATES/DISCOUNTS AND PRICE-RELATED PROVISIONS**

- A. The contractor shall employ prevailing commercial methods in the pursuit of discounts, rebates, allowances or other similar economic incentives or benefits for the customers supported under this contract throughout the period of performance. For all items, including those covered by Manufacturer's Pricing Agreements, the contractor warrants, on a continuing basis throughout the period of performance, that its product price under this contract is equal to or lower than its product price to its most favored customer. All NAPA discounts, food show discounts, early payment discounts (except as identified in paragraph (b) herein), and other discounts, rebates, allowances or other similar economic incentives or benefits received by the contractor at any time during the period of performance shall be passed to the Government via a reduced catalog price. Instructions for identifying discounts, rebates, allowances or other similar economic incentives or benefits that shall be provided to the Government or retained by the contractor are set forth in the submission requirements in the Business Proposal/Pricing and in the reports section.
- B. The contractor may retain Early Payment discounts that meet the following conditions:
1. The Early Payment discount is an incentive to encourage payment earlier than the normal payment due date; such as, 14, 30, or 60 days;
 2. The Early Payment discount is consistent with commercial practice;
 3. The Early Payment discount is routinely given by the suppliers to customers other than the Prime Vendor at the same discount rate and under the same conditions as provided to the Prime Vendor;
 4. The Early Payment discount is not established, requested, or negotiated for the purpose of avoiding giving DLA Troop Support a lower cost or a rebate or in exchange for a higher invoice price;
 5. The Early Payment discount is no more than 2 percent and the early payment is required within 10 days to obtain the discount; and
 6. The contractor actually made the required payment within the time period required to receive the discount.

PRIME VENDOR SOUTH WEST ASIA

SOW- SUPPLIES/SERVICES AND PRICES (continued)

- C. Upon request the contractor shall provide to the Government any invoices, quotes, or agreements relevant to the product price component for existing catalog items, for any new items being added to the catalog, and for requested price changes to existing catalog items. The contractor must include detailed payment terms on each invoice or quote used to substantiate product price. If there are no payment terms associated with the document, the contractor must annotate it with “No payment terms.”

Documents not in English will be accompanied by a copy translated into English and documents not denominated in American dollars will include a copy converted to American dollars at the exchange rate specified using the FXConverter on the OANDA Currency Site (<http://www.oanda.com>) as of the close of business on the effective date of the document.

- D. The government may require the contractor to submit invoices and other documentation from all subcontractor tiers or any supplier or person in the product price supply chain, to substantiate discounts, rebates, allowances or other similar economic incentives or benefits, and/or to substantiate that product prices under this contract are equal to or lower than product prices that are given to the contractor’s most favored customer. If the contracting officer determines, after reviewing an invoice or other documentation, that a discount, rebate, allowance or other similar economic incentive or benefit should have been passed on to the Government, the Government shall be entitled to a prospective product price reduction and a retroactive refund for the amount of the discounts, rebates, allowances or other similar economic incentives or benefits, including interest. Likewise, if the contracting officer determines that a product price was not equal to or lower than that given the contractor’s most favored customer, the Government shall be entitled to a prospective product price reduction and a retroactive refund for the difference between the product price charged to the Government and the product price charged to the contractor’s most favored customer, including interest. The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) relevant to the existence of discounts, rebates, allowances or other similar economic incentives or benefits, and most favored customer product prices. Failure to exercise this right shall not constitute a defense or alter the Government’s entitlement to any other remedies by contract or by law.

PRIME VENDOR SOUTH WEST ASIA

SOW- SUPPLIES/SERVICES AND PRICES (continued)**XVIII. MANDATORY ITEMS:**

MANDATORY FOOD PRODUCTS AND DINING PACKETS September 20, 2010

- A. Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from nonprofit agencies participating in the program operated by the Committee for Purchase From People Who Are Blind or Severely Disabled (the Committee) under the Javits-Wagner-O'Day Act (JWOD) (41 U.S.C. 46-48c).
- B. The mandatory products are required to be purchased from the Non Profit Agency manufacturers listed in paragraph I. The listing of required mandatory products and Non Profit Agency manufacturers is subject to change when directed by the Committee. The contractor (Subsistence Prime Vendor) is required to expeditiously catalog the mandatory products and remove any commercial equivalent product with "essentially the same"* product characteristics. If the removal and replacement will take longer than 30 days after notification by the Contracting Officer, the approval of the Contracting Officer must be obtained for the extension.
- C. Any other commercial equivalent product with "essentially the same"* product characteristics cannot be sold to the DLA TROOP SUPPORT customers under this contract.
- D. The contractor must ensure that sufficient stocks of mandatory products are on hand to satisfy anticipated customer demand taking into account lead times for delivery from the designated mandatory source to the Prime Vendor. If a contractor is notified that any of the below products are not available from the designated mandatory source, the contractor must notify the Contracting Officer immediately.
- E. The contractor is not authorized to submit catalog changes containing other commercial equivalent products with "essentially the same" product characteristics as those items listed below.
- F. If the contractor is requested to carry other commercially equivalent product with "essentially the same"* product characteristics but with a unique packaging requirement that is not currently provided by the mandatory source, the contractor must notify the mandatory source and the Contracting Officer in order to provide the designated mandatory source with the opportunity to satisfy the unique packaging requirement being requested. Included in the contractor notification to the designated mandatory source and Contracting Officer, will be the customer's justification for the unique packaging requirement.
- G. Price and delivery information for the mandatory products are available directly from the Designated Sources as listed in paragraph I. below. Payments shall be made directly to the Designated Source making delivery. The current procurement list F.O.B Origin prices as established by the Committee for Purchase are included in paragraph I. 1, 2, &3 for the food products.

PRIME VENDOR SOUTH WEST ASIA

SOW- SUPPLIES/SERVICES AND PRICES (continued)

H. ** To allow the proper flow of order and billing information through the DoD ordering, financial, and other operating systems, stock numbers have been assigned for individual containers where necessary to permit the sale of individual containers in lieu of case quantities.

I. Mandatory Products and Designated Sources:**1. Pancake Mix, Devil's Food Cake Mix, Gingerbread Cake Mix, and Milk Nonfat Dry**

Advocacy and Resources Corporation d/b/a AMP
 435 Gould Drive
 Cookeville, TN 38506
 Primary P.O.C. Ami Sewell (931) 432-5981
 aswell@ampcorp.biz
 Secondary P.O.C. Hollie Dodson (931) 432-5981
 Hollie@ampcorp.biz
 Secondary P.O.C. Melissa Wilson (931) 432-5981
 Melissa@ampcorp.biz

<u>STOCK NUMBER</u>	<u>PRODUCT</u>	<u>(\$)</u> <u>PRICE FOB ORIGIN*</u>
8920-01-E60-7848	Cake Mix, Gingerbread, 6/5 LB BGS/CS	24.92
8920-01-E60-7849	Cake Mix, Gingerbread, 50 LB BG	34.15
8920-01-E60-7748	Cake Mix, Gingerbread, 6/#10 CN/CS	24.36
8920-01-E60-7846	Cake Mix, Devil's Food, 6/5 LB BGS/CS	29.90
8920-01-E60-7847	Cake Mix, Devil's Food, 50 LB BG	42.13
8920-01-E60-7747	Cake Mix, Devil's Food, 6/#10 CN/CS	32.62
8920-01-E60-7860	Pancake & Waffle Mix, Regular, 6/5 LB BGS/CS	25.00
8920-01-E60-7861	Pancake & Waffle Mix, Regular, 6/6 LB BGS/CS	29.08
8920-01-E60-7862	Pancake & Waffle Mix, Regular, 25 LB BG	21.71
8920-01-E60-7863	Pancake & Waffle Mix, Regular, 50 LB BG	36.07
8920-01-E60-7749	Pancake & Waffle Mix, Regular 6/#10 CN/CS	26.95
8920-01-E60-7856	Pancake Mix, Buttermilk, 6/5 LB BGS/CS	25.48
8920-01-E60-7857	Pancake Mix, Buttermilk, 6/6 LB BGS/CS	30.20
8920-01-E60-7858	Pancake Mix, Buttermilk, 25 LB BG	21.50
8920-01-E60-7859	Pancake Mix, Buttermilk, 50 LB BG	34.39
8920-01-E60-7850	Pancake Mix, Buttermilk, 6/#10 CN/CS	26.95
8910-01-E60-8832	Milk Nonfat Dry 4lb general purpose, 6/#10 CN/CS	77.11

PRIME VENDOR SOUTH WEST ASIA

SOW- SUPPLIES/SERVICES AND PRICES (continued)

2. **Spices and Spice Blends:** *Garlic powder, Granulated Garlic, Paprika, Black Pepper (ground, cracked & whole)*, All Purpose w/o Salt, Chili Powder, Lemon Pepper, Cinnamon Ground, Cinnamon Stick Whole, Taco Mix, Ginger Ground, Cayenne Pepper, Red Pepper, Canadian Style Blend for beef.

Unistel, Continuing Developmental Services
 650 Blossom Road
 Rochester, NY 14610-1811
 P.O.C. Mr. Nick Galante (800) 864 7835
ngalante@cdsunistel.org

<u>STOCK NUMBER**</u>	<u>PRODUCT</u>	<u>(\$)</u> <u>PRICE FOB ORIGIN</u>
8950-01-E60-5751	Garlic Powder, 1 LB CO, 12/CS	35.04
8950-01-E60-5752	Garlic Powder, 6 LB CO, 3/CS	49.11
8950-01-E60-5754	Garlic, Granulated, 12 OZ CO, 12/CS	32.50
8950-01-E60-5753	Garlic, Granulated, 25 OZ CO, 6/CS	27.33
8950-01-E60-5750	Paprika, Ground, 4.5 OZ CO, 24/CS	19.50
8950-01-E60-5749	Paprika, Ground, 1 LB CO, 12/CS	33.72
8950-01-E60-7767	Pepper, Black, Ground, Gourmet, 1LB CO, 12/CS	43.10
8950-01-E60-7770	Pepper, Black, Ground, Gourmet, 5 LB CO, 3/CS	46.57
8950-01-E60-7766	Pepper, Black, Ground, Gourmet, 1 LB CN, 12/CS	50.33
8950-01-E60-7769	Pepper, Black, Ground, Gourmet, 18 OZ CO, 6/CS	23.86
8950-01-E60-7768	Pepper, Black, Ground, Gourmet, 18 OZ CN, 6/CS	27.18
8950-01-E60-7765	Pepper, Black, Ground, Gourmet, 1.5 OZ CO, 48/CS	28.27
8950-01-E60-8237	Pepper, Black, Cracked, 1 LB CO, 6/CS	22.43
8950-01-E60-8236	Pepper, Black, Cracked, 1 LB CN, 6/CS	25.56
8950-01-E60-8235	Pepper, Black, Cracked, 18 OZ CO, 6/CS	23.86
8950-01-E60-8234	Pepper, Black, Cracked, 18 OZ CN, 6/CS	27.18
8950-01-E60-8239	Pepper, Black, Whole, 1 LB CO, 6/CS	22.43
8950-01-E60-8238	Pepper, Black, Whole, 1 LB CN, 6/CS	25.56
8950-01-E60-8241	Pepper, Black, Whole, 18 OZ CO, 6/CS	23.86
8950-01-E60-8240	Pepper, Black, Whole, 18 OZ CN, 6/CS	27.18
8950-01-E60-9997	Pepper, Black, Ground, restaurant grind, 18OZ CO, 6/CS	25.09
8950-01-E60-9456	Spice Blend, All Purpose w/o Salt, 2.5oz CO, 12/CS	11.95
8950-01-E60-9457	Spice Blend, All Purpose w/o Salt, 6.75oz CO, 6/CS	10.64
8950-01-E60-9458	Spice Blend, All Purpose w/o Salt, 10oz CO, 12/CS	30.37
8950-01-E60-9459	Spice Blend, All Purpose w/o Salt, 20oz CO, 6/CS	26.05
8950-01-E60-9460	Spice Blend, All Purpose w/o Salt, 28oz CO, 6/CS	33.84
8950-01-E60-9461	Spice Blend, Chili, Powder, dark, 16oz CO, 6/CS	20.07
8950-01-E60-9462	Spice Blend, Chili, Powder, light, 17oz CO, 6/CS	20.91
8950-01-E60-9463	Spice Blend, Chili Powder, light, 18oz CO, 6/CS	21.76
8950-01-E60-9464	Spice Blend, Chili Powder, dark, 20oz CO, 6/CS	23.44
8950-01-E60-9465	Spice Blend, Chili Powder, 5lb CO, 1/5lb/CS	15.49
8950-01-E60-9147	Spice Blend, Lemon Pepper, 28oz CO, 6/CS	35.59
8950-01-E60-9466	Spice Blend, Lemon Pepper, 26oz CO, 6/CS	33.52
8950-01-E60-9467	Spice Blend, Lemon Pepper, 27oz CO, 6/CS	34.56
8950-01-E60-9150	Spice Cinnamon, Ground, 16oz CO, 6/CS	16.21
8950-01-E60-9468	Spice Blend, Cinnamon, Maple Sprinkle, 30oz CO, 6/CS	24.65
8950-01-E60-9469	Spice Cinnamon, Ground, 15oz CO, 6/CS	15.61
8950-01-E60-9470	Spice Cinnamon, Ground, 18oz CO, 6/CS	17.42

PRIME VENDOR SOUTH WEST ASIA

SOW- SUPPLIES/SERVICES AND PRICES (continued)

8950-01-E60-9471	Spice Cinnamon, Ground, 5lb CO, 3/5lb/CS	32.33
8950-01-E60-9472	Spice Cinnamon, Stick, Whole, 8oz CO, 6/CS	11.39
8950-01-E61-0104	Spice Ginger Ground, 14oz CO, 6/CS	19.59
8950-01-E61-0105	Spice Ginger Ground, 15oz CO, 6/CS	19.83
8950-01-E60-9152	Spice Ginger Ground, 16oz CO, 6/CS	20.07
8950-01-E61-0103	Spice Blend Canadian Style for beef, 29oz CO, 6/CS	41.52
8950-01-E61-0106	Spice Pepper, Cayenne, Ground, 1.5oz CO, 48/CS	26.76
8950-01-E60-9155	Spice Pepper, Cayenne, Ground, 14oz CO, 6/CS	15.91
8950-01-E61-0107	Spice Pepper, Cayenne, Ground, 16oz CO, 6/CS	16.21
8950-01-E61-0108	Spice Pepper, Red, Ground, 16oz CO, 6/CS	16.21
8950-01-E61-0099	Spice Mix, Taco, 9oz CO, 6/CS	17.42
8950-01-E61-0100	Spice Mix, Taco, 11oz CO, 6/CS	19.83
8950-01-E61-0101	Spice Mix, Taco, 23oz CO, 6/CS	34.29
8950-01-E61-0102	Spice Mix, Taco, 24oz CO, 6/CS	35.50

**** The following stock numbers have been administratively assigned by DLA TROOP SUPPORT to allow the sale of individual containers (case quantities & prices as listed above):**

8950-01-E61-3456	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/10 oz co (ind unit sale only)
8950-01-E61-3457	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/2.5 oz co (ind unit sale only)
8950-01-E61-3458	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/20 oz co (ind unit sale only)
8950-01-E61-3459	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/28 oz co (ind unit sale only)
8950-01-E61-3460	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/6.75 oz co (ind unit sale only)
8950-01-E61-3461	SPICE BLEND, CHILI PDR, dark, 1/16 oz co (ind unit sale only)
8950-01-E61-3462	SPICE BLEND, CHILI PDR, light, 1/17 oz co (ind unit sale only)
8950-01-E61-3463	SPICE BLEND, CHILI PDR, light, 1/18 oz co (ind unit sale only)
8950-01-E61-3464	SPICE BLEND, CHILI PDR, dark, 1/20 oz co (ind unit sale only)
8950-01-E61-3465	SPICE BLEND, CINNAMON MAPLE SPRINKLES, 1/30 oz co (ind unit sale only)
8950-01-E61-3466	SPICE BLEND, CINNAMON, GRD, 1/15 oz co (ind unit sale only)
8950-01-E61-3467	SPICE BLEND, LEMON PEPPER, 1/26 oz co (ind unit sale only)
8950-01-E61-3468	SPICE BLEND, LEMON PEPPER, 1/27 oz co (ind unit sale only)
8950-01-E61-3469	SPICE BLEND, LEMON PEPPER, 1/28 oz co (ind unit sale only)
8950-01-E61-3470	SPICE, CINNAMON, GRD, 1/16 oz co (ind unit sale only)
8950-01-E61-3471	SPICE, CINNAMON, GRD, 1/18 oz co (ind unit sale only)
8950-01-E61-3472	SPICE, CINNAMON, GRD, 1/5 lb co (ind unit sale only)
8950-01-E61-3473	SPICE, CINNAMON, STICK, 2.75" lg, 1/8 oz co (ind unit sale only)
8950-01-E61-3474	SPICE, GARLIC, GRANULATED, California, 1/12 oz co (ind unit sale only)
8950-01-E61-3475	SPICE, GARLIC, GRANULATED, California, 1/25 oz co, (1 lb size co) (ind unit sale only)
8950-01-E61-3476	SPICE, GARLIC, PDR, California, 1/16 oz co (1 lb size co) (ind unit sale only)
8950-01-E61-3477	SPICE, GARLIC, PDR, California, 1/6 lb co (ind unit sale only)
8950-01-E61-3478	SPICE, PAPRIKA, GRD, domestic, 1/16 oz co (1 lb size co) (ind unit sale only)
8950-01-E61-3479	SPICE, PAPRIKA, GRD, domestic, 1/4.5 oz co (ind unit sale only)
8950-01-E61-3480	SPICE, PEPPER, CAYENNE, GRD, 1/16 oz co (ind unit sale only)
8950-01-E61-3481	SPICE, PEPPER, CAYENNE, GRD, 1/14 oz co (ind unit sale only)
8950-01-E61-3482	SPICE, PEPPER, CAYENNE, GRD, 1/1.5 oz co (ind unit sale only)
8950-01-E61-3483	SPICE, PEPPER, RED, GRD, 1/16 oz co (ind unit sale only)
8950-01-E61-3484	SPICE, GINGER, GRD, 1/16 oz co (ind unit sale only)
8950-01-E61-3485	SPICE, GINGER, GRD, 1/15 oz co (ind unit sale only)
8950-01-E61-3486	SPICE, GINGER, GRD, 1/14 oz co (ind unit sale only)
8950-01-E61-3487	SPICE MIX, TACO, w/o MSG, 1/9 oz co (ind unit sale only)
8950-01-E61-3488	SPICE MIX, TACO, w/o MSG, 1/11 oz co (ind unit sale only)

PRIME VENDOR SOUTH WEST ASIA

SOW- SUPPLIES/SERVICES AND PRICES (continued)

8950-01-E61-3489	SPICE MIX, TACO, w/o MSG, 1/23 oz co (ind unit sale only)
8950-01-E61-3490	SPICE MIX, TACO, w/o MSG, 1/24 oz co (ind unit sale only)
8950-01-E61-3491	SPICE BLEND, CANADIAN STYLE for beef, 1/29 oz co (ind unit sale only)
8950-01-E61-3246	SPICE, PEPPER, BLACK, GRD, gourmet, 16 oz plastic co (ind unit sale only)
8950-01-E61-3226	SPICE, PEPPER, BLACK, GRD, gourmet, 16 oz metal co (ind unit sale only)
8950-01-E61-3227	SPICE, PEPPER, BLACK, WHOLE, 16 oz metal co (ind unit sale only)
8950-01-E61-3228	SPICE, PEPPER, BLACK, WHOLE, 16 oz plastic co (ind unit sale only)
8950-01-E61-3229	SPICE, PEPPER, BLACK, CRACKED, 16 oz metal co (ind unit sale only)
8950-01-E61-3230	SPICE, PEPPER, BLACK, CRACKED, 16 oz plastic co (ind unit sale only)
8950-01-E61-3231	SPICE, PEPPER, BLACK, CRACKED, 18 oz plastic co (ind unit sale only)
8950-01-E61-3232	SPICE, PEPPER, BLACK, CRACKED, 18 oz metal co (ind unit sale only)
8950-01-E61-3233	SPICE, PEPPER, BLACK, GRD, gourmet, 18 oz metal co (ind unit sale only)
8950-01-E61-3234	SPICE, PEPPER, BLACK, WHOLE, 18 oz metal co (ind unit sale only)
8950-01-E61-3235	SPICE, PEPPER, BLACK, WHOLE, 18 oz plastic co (ind unit sale only)
8950-01-E61-3236	SPICE, PEPPER, BLACK, GRD, gourmet, 1.5 oz plastic co (ind unit sale only)
8950-01-E61-3237	SPICE, PEPPER, BLACK, GRD, gourmet, 5 lb plastic co (ind unit sale only)
8950-01-E61-3195	SPICE, PEPPER, BLACK, GRD, gourmet, 18 oz plastic co (ind unit sale only)

3. Coffee, Roast & Ground (replaces 32 thru 39 ounce pack sizes can or container & current Navy FIC codes P27 and P30)

CW Resources
 200 Myrtle Street
 New Britain, CT 06053
 P.O.C. Bill Blonski (860) 229-7700 x219
 WBlonski@cwresources.org

<u>STOCK NUMBER</u>	<u>PRODUCT</u>	<u>(\$)</u> <u>PRICE FOB ORIGIN</u>
8955-01-E61-3688	COFFEE, RST, grd, univ bld, 10/39 oz foil resealable co (Max House)	101.48
8955-01-E61-3689	COFFEE, RST, grd, univ bld, 10/39 oz foil resealable co (Sara Lee)	94.20
8955-01-E60-8859	COFFEE, RST, grd, univ bld, 10/39 oz foil resealable co (RVP/S&D)	88.86

4. Dining Packets:

National Industries for the Blind
 1310 Braddock Place
 Alexandria, VA 22311-1727
 P.O.C. Ms. Mary Johnson
 Mjohnson@nib.org
 (703) 310-0512

<u>STOCK NUMBER</u>	<u>PRODUCT</u>	<u>(\$)</u> <u>PRICE FOB ORIGIN</u>
7360-01-509-3586	Dining Packet, fork, knife, spoon, 2 or 4 sugar, 1 salt, 1 pepper and 1 napkin/pg non-white, subdued color (tan/sand/brown), 25/bg	4.48

SOW- SUPPLIES/SERVICES AND PRICES (continued)*** “Essentially the Same” Criteria**

The following is the criteria for determining whether the items are “essentially the same” when comparing Ability One mandatory products and commercial products. The Ability One product will be considered “essentially the same” when:

1. It has effectively the same form, fit and function.
2. The Ability One and commercial products may be used for the same purpose.
3. The Ability One and commercial products are relatively the same size and a change in size will not affect the use or performance.
4. The appearance, color, texture, or other characteristic of the Ability One product and commercial product are not significantly different from one another?

XIX. RESERVED**XX. RESERVED****XXI. RESERVED**

PRIME VENDOR SOUTH WEST ASIA

SOW- SUPPLIES/SERVICES AND PRICES (continued)**XXII. NATIONAL ALLOWANCE PROGRAM AGREEMENT (NAPA)**A. Definitions:

1. Agreement Holder: The supplier or manufacturer that has agreed to offer discounts to DLA Troop Support on product under DLA Troop Support Prime Vendor contracts.
2. National Allowance Program: The program implemented by the Defense Supply DLA Troop Support to maximize the leverage of DLA Troop Support's buying power and reduce the overall product price under Prime Vendor contracts to the customers of DLA Troop Support.
3. National Allowance Program Agreements (NAPAs): The agreements between DLA Troop Support and suppliers/manufacturers that identify product category allowances. These allowances or discounts apply only to the product/invoice price of the product. The NAPA does not affect the Prime Vendor's distribution price in any way.

B. DLA Troop Support has implemented a NAPA Program as part of the Subsistence Prime Vendor Program. Under the NAPA Program, DLA Troop Support will enter into agreements with suppliers/manufacturers offering domestic products.

C. Under the NAPA Program, agreement holders will:

1. Authorize and consent to allow the contractor(s) to distribute its products to ordering activities under the Prime Vendor Program.
2. Offer discounts on the product price of the product ordered under Prime Vendor contracts, in the form of deviated allowances, whereby the price to the customer includes the discount. The deviated price is the price that will be submitted via the 832 catalog transaction.

D. NAPAs neither obligate the Prime Vendor to carry, nor the ordering activity to purchase, any of the agreement holder's products; however, NAPA terms will apply to any order placed by the customer for products covered by a NAPA, in which case the invoice price must reflect the NAPA.

PRIME VENDOR SOUTH WEST ASIA

SOW- SUPPLIES/SERVICES AND PRICES (continued)

- E. If a Prime Vendor has a pricing agreement/arrangement with more favorable terms and/or pricing structure, then it is required to pass on these savings to the customer.
- F. Under a contract resulting from this solicitation:
1. Within five (5) working days from notification of award, the awardee will contact John Steenberge, Program Manager, NAPA Team, 215-737-8461, John.Steenberge@dla.mil. The NAPA Team will provide general instructions and a password to access the allowances on the NAPA website.
 2. The Prime Vendor agrees to bill the invoice price to the Government as specified by the NAPA allowance and initiates a bill-back to the agreement holder, if any activity orders any product covered by a NAPA. The agreement holder will reimburse allowances to the Prime Vendor within a time period mutually agreeable to the Prime Vendor and the agreement holder. Other off invoice or bill back arrangements may exist between the prime vendor and the agreement holder, but the prime vendor catalog price must be specified by the NAPA allowance.
 3. Any disputes involving the NAPA between the Prime Vendor and the agreement holder will be resolved between them according to their own commercial practice. However, DLA Troop Support will attempt to facilitate any such disputes.
- G. NAPA Tracking Program: The Prime Vendor agrees to comply with the requirements of DLA Troop Support's Tracking Program for NAPAs and shall provide the required product information to support the NAPA allowance and sales tracking website. Data shall be submitted as follows:
1. Format: The required information shall be formatted in an Excel spreadsheet, flat ASCII file or a delimited file. Each transmission must be of the same format. Request to change from one format to another must be forwarded to the Contracting Officer for approval.
 2. Transmission of Data: The information shall be submitted electronically via-
 - a. Email to data@one2oneus.com Include contract number(s) in email title.
 - b. FTP to <ftp://ftp.one2oneus.com> Inquire for a username and password.
 3. Frequency of Submission: The information shall be submitted as often as the data may change but no more than weekly.
 4. Contents of the data File: The contents of the data file shall include the information shown below for all of the products, NAPA and non-NAPA that are shipped to the Government. All of the fields for each item must be populated with information unless otherwise stated.

PRIME VENDOR SOUTH WEST ASIA

SOW- SUPPLIES/SERVICES AND PRICES (continued)

Field Number	Field Description	Field Name	Width	Format	Note
1	Prime vendor Part Number	PVPARTNO	15	Alpha-Numeric	
2	Product Description	DESC	45	Alpha-Numeric	
3	Unit of Measure	UOM	03	Alpha-Numeric	
4	Manufacturer SKU or UPC	MFGNO	15	Alpha-Numeric	Note 1
5	Brand Label or Manufacturer Name	MFG	45	Alpha-Numeric	Note 2
6	Unit Allowance Amount	ALLOW	12	999999.99	Note 3
7	Allowance UOM	ALLUOM	03	Alpha-Numeric	Note 4
8	Allowance to Ship Conversion	ALLCONV	12	999999.99	Note 5
9	Prime vendor Markup Amount	PVMARKUP	12	999999.99	Note 6

Fields 6, 7, and 8 relate to NAPA. If a product is NOT subject to a NAPA allowance then fields 6, 7, and 8 can be left blank or zero.

Notes:

- Field #1 - This field represents the manufacturer's part number of the product. If a valid case UPC is available, you should use the case UPC. The UPC check digit is optional. In the case where a UPC is not available, then you must use the manufacturer's part number (SKU number) as designated by the manufacturer. All leading zeros are required. All characters such as dashes are also required if the manufacturer uses the character in their part number identifier.
- Field #4 - This field needs to identify the manufacturer (not necessarily the supplier) of the product. If your item master has a valid case UPC and you send the UPC in field 4 there is no need to provide this field. If you do not have a valid case UPC, please indicate the manufacturer or brand name or some code indicating the same. If you use a code please provide an additional listing of those codes and their description. Please note, this is the manufacturer of the product not necessarily who supplied you the product.
- Field #6 - This is the off-invoice allowance amount. It can be found in the NAPA table. If the product is not subject to a NAPA allowance then please set this field to zero.

PRIME VENDOR SOUTH WEST ASIA

SOW- SUPPLIES/SERVICES AND PRICES (continued)

4. Field #7 - This is the allowance UOM. It can be found in the NAPA table. If the product is not subject to a NAPA allowance then please leave this field blank.
 5. Field #8 - Conversion to the Unit of Issue UOM. The conversion factors to equalize the allowance UOM to the unit of issue UOM. For example, if the unit of issue UOM is "CA", for case, and the allowance UOM is "CS", for case, the conversion factor would be set to 1. However, in the case where the Unit of Issue is "CS" and the allowance UOM is "LB", for pounds, this conversion factor may be fifty (50) because there are 50 lbs in a case. If the product is not subject to a NAPA allowance then please set this field to zero.
 6. Field #9 - For each item, provide the applicable markup amount. As previously negotiated with DLA Troop Support, you have assigned a markup amount to each food category or to each item. This amount should correspond to the unit of issue measurement. This is required in order to insure that a NAPA allowance was provided off-invoice.
- H. The NAPA Program is for the exclusive use of DLA Troop Support customers purchasing product under the resultant contract.

XXIII. RESERVED**XXIV. CUSTOMER SERVICE POLICY**

- A. The prime vendor shall treat the Government as one of their best customers; therefore, any treatment and/or customer service policy given to other accounts shall also be given to the customers covered under this contract.
- B. Prime Vendor Managers may be required to visit the Contracting Officer at DLA Troop Support on a semi-annual basis to discuss contract related matters.
- C. The Prime Vendor(s) shall assign, as a minimum, one (1) full time (dedicated) customer service representative to each OCONUS warehouse region to maintain continuous contact with the ordering activities, and especially with regard to emergency service requirement, product quality complaints, shipping discrepancies, and damaged product. Another full time (dedicated) CSR shall be assigned to oversee the Defense Transportation System (DTS) process as discussed herein. ***All customer service representatives are required to speak English, and must have the authority to make binding decisions on behalf of the Prime Vendor on any concern, which, may occur. The name of the representative(s) and their telephone number, beeper number, e-mail address, or any other method of communicating shall be furnished with 30 days after award***

PRIME VENDOR SOUTH WEST ASIA**SOW- SUPPLIES/SERVICES AND PRICES (continued)**

- D. While English-speaking truck drivers are not required they are preferred. In either instance, all truck drivers must be able to contact English speaking superiors at all times (via cellular phone or other direct line of communication) to allow for customers/prime vendor communication when necessary.
- E. At a minimum, quarterly visits to the customers or customer representatives; such as ARCENT Forward, CTF-53, Army Center for Excellence, Subsistence (ACES), Naval Supply Systems Command (NAVSUP), and the Air Force Services Agency (AFSVA) under these contracts are required to show new items, product preparation, provide nutritional information and address any other concerns that the customers may have. Additionally, the Prime Vendor is required to have a representative attend scheduled management meetings at the customer locations.

XXV. NEW ITEMS

- A. If a customer desires to order an item that is not part of the contractor's inventory, the Prime Vendor will be allowed a maximum of one-hundred-twenty (120) days to source and make the item available for distribution. The Prime Vendor must notify DLA Troop Support and the requesting activity when new items are available for distribution. These items should become a permanent part of the Prime Vendor's inventory if it appears that these items will be ordered regularly. There will be a ten (10) case monthly minimum to add to new items. The Prime Vendor will be responsible for notifying the Contracting Officer on a monthly basis if any catalog item is not meeting the ten (10) case monthly usage minimum so that the item may be reviewed for deletion.
- B. The Prime Vendor is encouraged to introduce new food items to the customers, as well as to show cost effective alternatives to their current choices.
- C. All new items must be approved as determined by the individual service Headquarters' operating procedures prior to stocking the item. New item additions and/or changes to NSNs must be authorized in writing by the Contracting Officer prior to the 832 catalog update transmissions. When a new item is being added to the catalog to replace an item that is currently on the catalog, inventory of the current cataloged item must be depleted before the new item can be added to the catalog.

New item prices for non-MPA items must be determined fair, reasonable, and approved by the contracting officer prior to the items addition to the customer's catalog. Prime vendors are encouraged to seek approvals prior to the items sailing from CONUS. Any non-MPA products shipped without prior approval are shipped at the vendor's own risk and may be subject to charges to recoup USTRANSCOM shipping costs, as well as not being authorized for addition to the catalog, should the Contracting Officer fail to determine them fair and reasonable. In accordance with past practice, the customer will continue to determine all items to be added to the catalog. However, new non-MPA items will not be added to the catalog unless the Contracting Officer determines the proposed prices for the new non-MPA item to be fair and reasonable in accordance with the FAR and approves the addition

PRIME VENDOR SOUTH WEST ASIA**SOW- SUPPLIES/SERVICES AND PRICES (continued)**

Prime vendors shall utilize the Contracting Officer provided form when requesting all item approvals (additions and/or changes). The form is mandatory and will be provided post award. Each request for approval of a non-MPA item must, at the same time, have the following documentation attached:

- i. Copy of the manufacturer's original invoice signifying the manufacturer's FOB origin product price, and discount terms, or
- ii. Written price quote, on the manufacturer's letterhead, if the item is not currently in stock, to include: price, date price quote was obtained, time period price quote is effective for, quantity covered by the price quote, manufacturer's part number, manufacturer's FOB origin product price, discount terms, and manufacturer's point of contact information.

The approved price as submitted on the form must be the price submitted upon the 832 transmission. Incoming 832 transmissions will be verified for compliance. Prices other than those approved will be rejected.

XXVI. BREAKING CASES

Under the proposed contracts, the awardee will be required to break cases for spices. If your company has additional items for which you normally break cases, you should indicate those items in your offer.

XXVII. FOOD SHOWS (if applicable)

- A. DLA Troop Support actively participates in Vendor Food Shows for the purpose of obtaining food show "allowances." These allowances are negotiated by DLA Troop Support with each exhibitor at the Food Show, whether it is a broker representing several firms, the distributor representing a firm, or the manufacturer directly. In addition, other procedures in accordance with a vendor's normal commercial practice may be used to negotiate the allowances or savings.
- B. The Prime Vendor is required to advise the Contracting Officer and the Acquisition Specialist of all Food Shows that are conducted throughout the course of the contract. This includes annual shows, as well as regional and/or mini food shows. The Government reserves the right to participate.
- C. Approximately one (1) week prior to the Food Show, the Prime Vendor shall furnish the Contracting Officer and/or Acquisition Specialist the following information:
 1. List of participants attending the Food Show;
 2. Map showing the locations of booths;
 3. Effective period of allowances;
 4. Statement as to whether the allowances are applicable to all orders placed within the effective period, or for only the amount of product booked at the show.

PRIME VENDOR SOUTH WEST ASIA**SOW- SUPPLIES/SERVICES AND PRICES (continued)**

5. Usage report for all customers covered by the contract. This data shall represent the same number of weeks as the effective period of the allowances. The data shall be a consolidation of all customers, and be sorted in booth order sequence. At a minimum the following elements are required:
 - a. Vendor Part Number
 - b. Description of item
 - c. Usage quantity
 - d. Manufacturer/Brand
 - e. Booth Number of the exhibitor and the products they represent

- D. At the end of the Food Show allowance period, the Prime Vendor shall submit to the Contracting Officer/Acquisition Specialist a Food Show savings report by customer. This shall be completed within 2 weeks of the end of the allowance period. A total sales report for the same period shall also be submitted.

- E. Food Show allowances must be passed on to the customers directly as a deviated price. Accordingly, when the applicable items are ordered, the price must reflect the allowance if ordered during the specified time frame. The deviated price is the price that is to be submitted via the 832 catalog transmission. All decreases in price must be submitted via the 832 transmission the week prior to the beginning of the allowance period.

XXVIII. JOINT TOTAL ASSET VISIBILITY (JTAV)

- A. Under the proposed contract, the awardee must have the capability to provide DLA Troop Support with timely and accurate information on the location, movement, status, and **identity of units and supplies.**

XXIX. RESERVED**XXX. RESERVED****XXXI. NON-COMPETITION**

The offeror warrants that it will not actively promote, encourage, or market to any of the customers on this acquisition, away from a resultant DLA Troop Support contract, and onto a contract of any other Government agency or commercial entity.

XXXII. TITLE

Title of all products purchased for the Government remains with the Prime Vendor during the shipment, and title passes to the Government when products are inspected and accepted at the final delivery point (e.g. Dining Facility, Child Care Center, Navy Ships(s), U.S. Military Hospitals, etc.).

PRIME VENDOR SOUTH WEST ASIA**SOW- SUPPLIES/SERVICES AND PRICES (continued)****XXXIII. FREE ON BOARD (F.O.B.) POINT**

Under normal conditions, all deliveries shall be F.O.B Destination to the end user delivery points. The delivery points are indicated in the Deliveries and Performance Section, (4) Point of Delivery. For PV delivery of products from the OCONUS facility(s), all items will be delivered to end-user customer delivery point's loading platform (unless otherwise indicated) and be free of damage, with all packaging and packing intact. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charge involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the final destination. The Prime Vendor may be liable directly to the USTRANSCOM Universal Services Contract (USC) ocean carrier(s) for charges for detained containers, port storage of detained containers, and maintenance of detained refrigerated containers. (See Page 69, V.B. Insurance, Liability, And Claims) The Contractor shall pay and bear all charges to the specified point of delivery. For complete definition of F.O.B. Destination, see FAR Clause, 52.247-34, F.O.B. DESTINATION."

Under special circumstances; i.e., special military exercises, F.O.B. Origin terms will apply. In these instances, the Government will accept product at the Prime Vendors CONUS facility (FOB Origin) and a fifty percent reduced distribution price shall be applied. For complete definition of F.O.B. Origin, see FAR Clause, 52.247-29, F.O.B. ORIGIN, which is incorporated into this solicitation by reference. On any F.O.B. origin shipment, the prime vendor must arrange for USDA Inspection and is responsible for associated cost.

XXXIV. CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)**A. Background**

1. Contractor Performance Assessment Reporting System (CPARS) is now hosting web-enabled applications that are used to collect and manage a library of automated contractor performance evaluations that are completed in accordance with FAR Parts 36 and 42. FAR Part 36 identifies the requirements for documenting contractor performance for architect-engineer and construction contracts while FAR Part 42 identifies requirements for documenting contractor performance for systems and non-systems acquisitions. The CPARS applications are designed for UNCLASSIFIED use only. Classified information is not to be entered into these systems. In general, contractor performance assessments or evaluations provide a record, both positive and negative, for a given contract during a specified period of time. When evaluating contractor performance each assessment or evaluation is based on objective facts and is supported by program and contract management data, such as cost performance reports, customer comments, quality reviews, technical interchange meetings, financial solvency assessments, construction/production management reviews, contractor operations reviews, functional performance evaluations, and earned contract incentives.

PRIME VENDOR SOUTH WEST ASIA

SOW- SUPPLIES/SERVICES AND PRICES (continued)

2. Effective October 1, 2006, a Department Of Defense (DoD) Public Key Infrastructure (PKI) Certificate will be required for all DoD users accessing CPARS. Effective November 1, 2006, a DoD PKI Certificate will be required for all Contractor users accessing CPARS. The requirement for PKI certificates is implemented in accordance with DoD security policy promoting secure electronic transactions.

B. Obtaining a PKI certificate

1. Contractors who do not work at a Department of Defense facility may purchase a DoD PKI certificate from one of three External Certificate Authorities (ECAs). The ECAs are vendors who provide digital certificates to DOD's industry partners who are using their own equipment or working in non-government facilities. A list of ECAs is available at http://www.cpars.navy.mil/pki_info.htm. Each contractor employee accessing CPARS will need an Identity Certificate (An Encryption Certificate is not required). Certificate prices range in from \$99 - \$115 per certificate per year, with volume discounts at some ECAs.

Each contractor must fully comply with the DoD requirement to implement PKI in order for our information systems to remain secure and viable.

XXXV. GOVERNMENT OWNED/CONTRACTOR OPERATED WAREHOUSE SPACE (GOCO)

- A. It is anticipated that there will be a GOCO located at Al Udeid AFB for Zone I. Post award, a Memorandum of Agreement (MOA) between DLA Troop Support, HQ U.S. Air Force Services Agency and HQ USCENTAF and 379th Air Expeditionary Wing (AEW) will be established and incorporated into the contract via modification. This MOA will outline the responsibilities for all parties. Since the offeror will not be managing/maintaining their own warehouse or incurring the overhead associated with managing/maintaining a warehouse, distribution fee prices should be developed accordingly.

- B. Storage type and approximate space available at the Al Udeid GOCO are as follows:

Dry Storage	10,560 sq ft
Chilled Storage	10,500 sq ft

- C. Operating Procedures of the GOCO are further defined but not limited to the following:

1. The offeror will be responsible for providing the necessary management, customer service, clerical and warehouse personnel to insure successful performance. The offeror will also be responsible for providing all office equipment, to include, but not be limited to, computers, communication needs (i.e., installation of telephones and telephone lines, fax lines) and office furniture. For the purposes of this solicitation, the successful awardee will be considered an "appropriate contractor".
2. The offeror will be responsible for providing, maintaining and repairing all Material Handling Equipment (MHE) necessary for the successful performance of this contract.

SOW- SUPPLIES/SERVICES AND PRICES (continued)

3. The Contractor shall maintain the sanitation of the GOCOs in accordance with good commercial practices and MIL STANDARD 3006-A. The GOCO will be subject to CENTCOM Veterinary Inspection. Contractor must also comply with the provisions set forth under Part 2, Paragraph 6, Quality Program Services, attendant to these facilities, including utilities, will be provided to the contractor. The risk of loss or damages for the supplies warehoused in the GOCO shall remain with the contractor. The Contractor is responsible for insuring the products.
- D. At this time, it is not anticipated there will be other GOCO(s) for Zones I and II. The procedures outlined above will apply should the need arise.

PRIME VENDOR SOUTH WEST ASIA

<u>STATEMENT OF WORK (SOW) (continued)</u>

DESCRIPTION AND SPECIFICATIONS**I. ORDERING SYSTEM – Subsistence Total Order & Receipt Electronic System (STORES)**

1. Accessed via the Internet, the STORES is the Government’s translator/ordering system that is capable of accepting orders from any of the Services’; i.e. Army, Air Force, Navy, or Marines, individual ordering systems and translating them into an Electronic Data Interchange (EDI) format. In addition, this information is passed to DLA Troop Support for the purposes of contractor payment and customer billing. Additional EDI information has been provided as an attachment.
2. Customers will be able to order all of their requirements through STORES. The system will transmit orders to the Prime Vendor and to DLA Troop Support.
3. The awardee shall be required to interface with STORES and must be able to support the following EDI transactions:
 - i. 810 – Electronic Invoice
 - ii. 820 – Payment Voucher Information
 - iii. 832 – Catalog (Outbound: Vendor to DLA Troop Support)
 - a. The supplier is required to submit a breakout of their total contract unit price, i.e. separate Product price and Distribution Fee columns.
 - b. Gross case weight, case cube, and number of cases per pallet will need to be provided by the supplier
 - iv. 850 – Purchase order
 - v. 861 – Receipt
 - vi. 997 – Functional Acknowledgement
4. A complete description of these transaction sets is included in the “EDI Implementation Guidelines” attached to this solicitation.
5. The Prime Vendor shall have access to the Internet and be able to send and receive electronic mail (email).
6. Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point.

PRIME VENDOR SOUTH WEST ASIA**SOW- DESCRIPTION AND SPECIFICATIONS (continued)**

7. The Prime Vendor is required to utilize the Government's item descriptions in the Electronic Catalog (832 transmission). The Government's format begins with the broad category of the item and then continues with a more specific item description. For example: "Crinkle Cut Carrots", would be listed as "Vegetable, Carrots, and Crinkle Cut".
8. The vendor will utilize the DLA Troop Support invoice reconciliation process, or other such systems as may become available, to the maximum extent, towards the goal of correcting invoices early and facilitating the payment process.
9. In the event the STORES system or the Prime Vendor interface is not operational, the Prime Vendor must provide alternate ways for the customer to order (e.g., by fax, by phone, pick-up orders, etc.)
10. DOD has mandated that all personnel who access DoD systems must use Public Key Infrastructure (PKI) for all private web-enabled applications. PV personnel are required to have a DOD-approved PKI or External Certificate Authority (ECA) certificate to access STORES. To learn who to contact to obtain a DoD-approved certificate go to https://www.daas.dla.mil/daashome/pki_contacts.asp.

II. ORDER PLACEMENT

- A. APPLICABLE TO LAND BASED AND NAVY CUSTOMERS IN ALL ZONES (With the exception of TAFS):

The Prime Vendor shall advise the customer no later than 12 noon on the day following order placement of the non-availability of an item. If it appears that the vendor does not expect a stock replenishment in sufficient time to fulfill the requirement, the Prime Vendor should offer the customer a substitute of equal or higher quality and of equal or lower cost (unless otherwise accepted by the customer) at the time of the non-availability notification, or advise them of the not in stock (NIS) position of the item. The customer will make the final decision on the acceptability for any substitution. Land based customers may change an order up to 24 hours after order placement. For Navy end use customers, an order may be changed no later than 6 days prior to the required delivery date.

- B. ZONE 1 QATAR LAND BASED CUSTOMERS:

The Prime Vendor shall stock items in sufficient quantities to fill all ordering activity requirements. Normal routine deliveries shall be made within 2 days after order placement. Order placement must be made before 12 noon to be considered for the day. For example, orders placed before noon on March 1st would have required delivery date of March 3rd. Exceptions may apply for remote areas and communication problems.

PRIME VENDOR SOUTH WEST ASIA

SOW- DESCRIPTION AND SPECIFICATIONS (continued)

C. ZONE 1 SAUDI ARABIA LAND BASED CUSTOMERS:

The Prime Vendor shall stock items in sufficient quantities to fill all ordering activity requirements. Normal routine deliveries shall be made within 10 days after order placement. Note, the 10 days represents the lead-time for Saudi land based customers and the date of shipment to Saudi customers if DTS is required (pork type items). Order placement must be made before 12 noon to be considered for the day. For example, orders placed before noon on March 1st would have required delivery date of March 11th for sites in Saudi Arabia and a shipment date of March 11 for pork type products. Exceptions may apply for remote areas and communication problems.

D. ZONE 1 AND ZONE 2 NAVY CUSTOMERS:

1. The Prime Vendor shall stock items in sufficient quantities to fill all ordering requirements. Normal routine delivery shall be made within 10 days after order placement.

2. Delivery port location(s), date(s) and time(s) to be specified by CTF-53 and Naval Base representatives.

Navy Tactical Auxiliary Fleet Supply Ship (T-AFS) – “Load-Out Ships”:

i. T-AFS(s) serve as floating warehouses for supporting other ships at sea. Port changes in ZONE 1 will only be made due to operational necessity, and CTF-53 (Commander Task Force - 53) will give the Prime Vendor as much notice as possible. Port facilities will be contracted for by the T-AFS.

ii. The average volume of supply to a load-out ship in terms of pallets is 300 to 500.

3. The Prime Vendor will review all requisitions and confirm receipt of an order within 24 hours to CTF-53/T-AFS. Status will be provided to the T-AFS/CTF-53 within 48 hours after receipt of the initial order. Substitutes will be offered to the T-AFS/CTF-53. A preliminary fill list will be provided to CTF-53 and the T-AFS at least 5 days prior to load out, and a final fill list at least 3 days prior to load out. Prime vendor will coordinate truck shipments closely with CTF-53/T-AFS to comply with the T-AFS's requested load plan (preferred order of loading). Chill and freeze vans must be delivered in an arranged sequence in according with the plan. Prime vendor will provide on-site assistance at each load out to resolve problems should they occur. Prime vendor will be required to provide specific details of the shipment to the ship prior to and/or with the delivery; including, but not limited to pallet receipts, fill lists, receiving tally sheets, etc. Samples of these documents will be provided after award.

PRIME VENDOR SOUTH WEST ASIA**SOW- DESCRIPTION AND SPECIFICATIONS (continued)**

4. The T-AFS will respond to any substitution request within 48 hours. The T-AFS will submit all changes to the original order to the Prime Vendor no later than 6 days prior to required delivery date. The T-AFS will provide a detailed load plan to the Prime Vendor at least 2 days prior to the load-out. The T-AFS will arrange all port contracted facilities and will bear all port costs associated with the load-out (See FOSSAC below). The T-AFS/CTF-53 will provide the capability to load product at the rate of at least 200 pallets per day, and will arrange any Navy required pre-load veterinary inspections. Demurrage costs will start accruing after 4 hours and these costs shall not exceed \$ 25 dollars per hour with a maximum of \$ 400.00 per day. The T-AFS will absorb all customs fees and any demurrage costs associated with offloading delays except when such delays are prime vendor/contractor caused. Demurrage costs will start accruing after 4 hours and these costs shall not exceed \$25 dollars per hour with a maximum of \$400.00 per day per truck. Customers will absorb demurrage costs associated with offloading delays except when such delays are prime vendor/contractor caused. The T-AFS will coordinate all truck movement and offloading within the port area.

5. The Navy will provide at least three months lead time to add or delete items from the cargo list.

6. Fitting Out and Supply Support Assistance Center (FOSSAC)

With respect to the Prime Vendor support to United States Navy ships, the Prime Vendor contract includes the loading and stowage of ships stores aboard ship. The actual loading and stowage of such products will be undertaken by FOSSAC through its contracts with private parties. The Prime Vendor's responsibility and liability ends upon delivery to the "brow of the ship" where the Government accepts the products delivered. The duties and responsibilities of the Prime Vendor are unaffected by the FOSSAC role. In pricing its offer, the Prime Vendor should not include any cost or charge related to this requirement.

The coordination and scheduling of deliveries by the Prime Vendor to the ships, as described in this solicitation, remains unchanged.

E. ZONE 2 UAE LAND BASED CUSTOMERS:

The Prime Vendor shall stock items in sufficient quantities to fill all ordering activity requirements. Normal routine deliveries shall be made within 2 days after order placement. Order placement must be made before 12 noon to be considered for the day. For example, orders placed before noon on March 1st would have required delivery date of March 3rd. Exceptions may apply for remote areas and communication problems.

F. ZONE 2 OMAN LAND BASED CUSTOMERS:

1. The Prime Vendor shall stock items in sufficient quantities to fill all ordering activity requirements. Normal routine deliveries shall be made within 10 days after order placement. Order placement must be made before 12 noon to be considered for the day. For example, orders placed before noon on March 1st would have required delivery date of March 11th. Exceptions may apply for remote areas and communication problems.

PRIME VENDOR SOUTH WEST ASIA**SOW- DESCRIPTION AND SPECIFICATIONS (continued)****G. ZONE 2 DJIBOUTI LAND BASED CUSTOMERS:**

1. The Prime Vendor shall stock items in sufficient quantities to fill all ordering activity requirements. Normal routine deliveries shall be made within 2 days after order placement. Order placement must be made before 12 noon to be considered for the day. For example, orders placed before noon on March 1st would have required delivery date of March 3rd. Exceptions may apply for remote areas and communication problems.
2. For Djibouti customers, the PV will notify the customer when an order is received, when it is filled, and when it will be shipped.

H. ZONE 2 KENYA LAND BASED CUSTOMERS:

1. The Prime Vendor shall stock items in sufficient quantities to fill all ordering activity requirements. Normal routine deliveries shall be made within 10 days after order placement. Order placement must be made before 12 noon to be considered for the day. For example, orders placed before noon on March 1st would have required delivery date of March 11th. Exceptions may apply for remote areas and communication problems.

III. ORDER FILL OR SUBSTITUTION POLICY

All supplies shall be furnished on a “fill or kill” basis. Partial shipments are acceptable if the customer is notified in advance and agrees to the partial shipments; however, the unfilled quantity is to be reported as not-in-stock (NIS). Offerors are required to have procedures for handling NIS situations. The Prime Vendor is required to stipulate timeframes in which the NIS item will be identified to the customer prior to the delivery, in order that a substitute item may be requisitioned via a new order. Only substitutes of comparable description, quality, and price may be offered to the customer. Where brand names are specified on the catalog, through use of mandatory contracts or specific NAPA assigned stock numbers, assortment will be limited to those brands indicated.

IV. PRODUCT QUALITY**A. Shelf-life**

All Customers (specific exceptions are identified below): Acceptance of supplies awarded under this solicitation will be limited to product processed and packed from the latest seasonal and/or latest pack available during the specific annual contract period. For annual pack items, including seasonal items, products will be from the latest seasonal pack available, unless approved in advance by the Contracting Officer.

All products delivered shall be as fresh as possible and well within the manufacturer’s original shelf life (i.e., Best if Used by Date, Expiration Date, or other markings). All products shall be identified with readable “open coded” “Best When Used by Date”, “Sell by Date”, date of production, date of processing/pasteurization or similar marking indicating the end of the guaranteed freshness date.

PRIME VENDOR SOUTH WEST ASIA

SOW- DESCRIPTION AND SPECIFICATIONS (continued)

Products required by the DLA Troop Support Item Description to be chilled must be maintained and delivered chilled; products required to be frozen must be delivered frozen to the DLA Troop Support customer unless approved by the Contracting Officer. Cottage cheese and cream cheese shall not be frozen under any circumstance. Some products commonly sold as “Chill” in the commercial market may be required to be frozen, as described and identified as “Frozen” within the DLA Troop Support item description. This is due to customer need and shipment to OCONUS locations, so these specific items should be purchased frozen from the manufacturer. These short-shelf life “chilled” items that require delivery/storage in a frozen state may include but are not limited to: Hot dogs, bologna, bacon, deli meat(s), cooked ham(s), other cooked meat(s), and cheeses. These items should be frozen at the manufacturer's plant. If the manufacturer does not have this capability, then the PV is responsible. These items, identified as “Frozen” shall be blast-frozen by the PV following the manufacturer's “Freeze-by-Date” guidelines to preclude degradation and extend shelf-life. The PV's label shall correlate with the manufacturers' frozen shelf life recommendations for each type of product. All documentation of the manufacturer's recommended “Freeze-by-Date” and the frozen item recommended shelf life should be available for review if the product is blast-frozen at the PV's facility. NOTE: A product designated by DLA Troop Support as “Frozen” shall never be frozen using a slow-frozen process.

For items produced with shelf life greater than 90 days, no product shall be delivered to customers with less than 30 days manufacturer's original shelf life remaining unless the customer grants prior written approval to the contracting officer who will in turn notify the SPV.

For items produced with shelf life less than 90 days, no product shall be delivered to customers with less than 5 days manufacturer's original shelf life remaining unless the customer grants prior written approval to the Contracting Officer who will in turn notify the SPV. In some cases, due to perishability of some Market Ready products, locally procured items, if available, may be used, if approved in advance by Contracting Officer.

B. EXCEPTIONS

1. Land-Based Customers: No product shall be delivered to customers with less than 30 days manufacturer's original shelf life remaining unless the customer grants prior written approval.
3. Navy Direct Ship Support: No product shall be delivered to customers with less than 60 days manufacturer's original shelf life remaining unless the customer grants prior written approval.

PRIME VENDOR SOUTH WEST ASIA

SOW- DESCRIPTION AND SPECIFICATIONS (continued)

4. Navy Tactical Auxiliary Fleet Supply Ship (T-AFS) – “Load-Out Ships”: All products with a manufacturer’s original shelf life of 360 days or more shall have a minimum of 180 days manufacturer’s original shelf life remaining at time of delivery unless the customer grants prior written approval. All products with a manufacturer’s original shelf life of less than 360 days shall have at least 50% of the manufacturer’s original shelf life remaining at time of delivery unless the customer grants prior written approval.

C. EXPIRED PRODUCT/SHELF LIFE EXTENSIONS

It is NOT DLA Troop Support’s Policy to grant shelf life extensions for prime vendor product. However, on a limited case by case basis, the Contracting Officer reserves the right to authorize extensions giving consideration to the reason requested, manufacturer letter of extension granted, military veterinarian approval, customer approval, and price reduction offered. The procedures for Prime Vendor request for shelf life extensions for prime vendor product are as follows:

- i. The prime vendor submits written notification to the customer (Theater Food Service Advisor) regarding over aged product and request customer agreement to receive the product if it is approved for extension by DLA Troop Support and Vet Services.
- ii. The prime vendor submits the extension request paperwork to include Customer agreement, NSN, Item Description, # of Cases, Dollar Value, Price Reduction Offered, Reason/Justification for the request, Manufacturer Letter of Extension, Manufacturer’s original expiration date, and Manufacturer’s extended expiration date to the Contracting Officer and Contracting Officer Representatives for review/concurrence.
- iii. The Contracting Officer or Contracting Officer Representative, as designated replies to the prime vendor with accept/reject of the submitted package and go or no-go for the Vet inspection request.
- iv. Vets inspect product (in accordance with their list of priorities) to see if it is wholesome and of adequate quality (consideration should be given to the length of the extension guarantee before Vet approval is granted).
- v. Items that are approved by the Vets are used by the prime vendor.

- D. Commercial standards should be used to maintain temperatures appropriate for individual items.

1. Level of Product Quality:

- a. When designating an item as a match for the DoD item in the schedule of items listed in the solicitation, the item must be:
 - i. Identical in respect to packaging when the DoD unit of issue is not described by weights (e.g. pound or ounce).

PRIME VENDOR SOUTH WEST ASIA**SOW- DESCRIPTION AND SPECIFICATIONS (continued)**

- ii. Identical for portion control items, except that pack size may vary. For example, NSN 8905-00-133-5889 “Beef Braising Steak, Swiss” is described as “frozen, formed, portion-cut, not mechanically tenderized, US Choice Grade or higher, 6 oz each, NAMP 1102 or equivalent, from knuckle, inside round, Eye of Round, or Outside Round, 53 lbs. per box”. The requirement for the formed six (6) ounce portion must be identical. However, if the commercial pack size were a 15-lb. box, it would be acceptable by modifying the unit of issue ratio in the STORES ordering system. In respect to the previous examples, the DoD ordering activities require continuity with the DoD unit of issue for proper inventory and accounting within DoD.
 - iii. Equivalent in respect to grade or fabrication.
- b. All items must meet or exceed the Government’s item description of their assigned Government stock number.

V. QUALITY PROGRAM

- A. A Supplier Selection or certification program shall be used to ensure standardized product quality for each item supplied and/or listed in the stock catalogs, regardless of supplier. The product quality shall be equal to that described in the pertinent item specification. Product characteristics shall be standardized to the extent that variations in flavor, odor, and texture will be minimized.
- B. The prime vendor shall have a formal quality assurance program and a quality control manager that is responsible for over site of the program. All aspects of quality as related to this subsistence prime vendor program shall be proactively monitored and evaluated by the prime vendor.
- C. The contractor shall develop and maintain a quality program for the product acquisition, warehousing and distribution to assure the following:
 - 1. Standardized product quality;
 - 2. Wholesome product by veterinary standards;
 - 3. The usage of First-In, First-Out (FIFO) principles and/or First-Expired, First-Out (FEFO);
 - 4. Product shelf life is monitored;
 - 5. Items are free of damage;
 - 6. Items are segregated in OCONUS warehouses from commercial products
 - 7. Correct items and quantities are selected and delivered;
 - 8. Ensure requirements of the Berry Amendment;
 - 9. Customer satisfaction is monitored;
 - 10. Product discrepancies and complaints are resolved and corrective action is initiated;
 - 11. Manufacturer, FDA, or DoD initiated food recalls are promptly reported to customers and DLA Troop Support;

PRIME VENDOR SOUTH WEST ASIA**SOW- DESCRIPTION AND SPECIFICATIONS (continued)**

12. Compliance with EPA and OSHA requirements;
13. Distressed or salvaged items or products shall not be used;
14. Applicable food products delivered originate from a source listed as a Sanitarily Approved Food Establishment for Armed Forces Procurement;
15. Hazard Analysis and Critical Control Point (HAACP), if applicable;
16. Commercial standards are used to maintain temperatures appropriate for individual items.

VI. WAREHOUSING AND SANITATION PROGRAM/STORED PRODUCT PEST MANAGEMENT

The contractor shall develop and maintain a sanitation program and a stored product pest management program for the food and other co-located non-food items that comply with industry standard programs such as the Code of Federal Regulations, Title 21, Part 110, Food manufacturing Practices, the Federal Insecticide, Fungicide, and Rodenticide Act, the Food, Drug, and Cosmetic Act of 1938 as well as all pertinent state and local laws and regulations. Records of inspections performed by the firm, subcontractor, or recognized industry association shall be maintained and made available to the Government at the Contracting Officer's request. Any findings by the firm or its agent documenting a critical sanitation deficiency shall be reported immediately to the Contracting Officer with an attached report of corrective action.

VII. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS

Applicable food products, e.g. poultry, dairy and seafood items, delivered to customers listed in this solicitation, as well as any customer added to the Prime Vendor Program, shall originate either from an establishment listed in the "Directory of Sanitarily Approved Food Establishments For Armed Forces Procurements", or one which has been inspected under the guidance of the United States Department of Commerce (USDC) or the United States department of Agriculture (USDA). For detailed information see above "Sanitary Conditions" requirement per DLAD 52.246-9044 contained on page 41 thru page 44.

PRIME VENDOR SOUTH WEST ASIA

SOW- DESCRIPTION AND SPECIFICATIONS (continued)**VIII. PRIME VENDOR QUALITY SYSTEMS MANAGEMENT VISITS AND AUDITS****A. QUALITY SYSTEMS MANAGEMENT VISITS (QSMVs)**

The Supplier Support Division's audit personnel may conduct unannounced Quality Systems Management Visits (QSMVs) to review the PV's compliance with the terms of the contract. The visits might occur as a result of unsatisfactory ratings received during DLA Troop Support PV Product Audits, customers' complaints, requests from the Contracting Officer, or as deemed necessary by the Government. QSMVs may include visits to subcontractors and/or product suppliers/food distributors used by the PV. If DLA Troop Support deems it necessary to conduct an on-site visit with a subcontractor, product supplier and/or food distributor used by the PV, the PV shall make arrangements for these visits. During the QSMV the Government may review/verify one, several or all of the following areas (this list is not inclusive) as deemed necessary: The methods and procedures used to comply with the terms of the contract; condition of storage facilities; product shelf-life management; inventory in-stock (age of product and condition, labeling, product rotation (FIFO), etc.); shelf life extensions; product substitutions; control of material targeted for destruction/disposal or to return to suppliers as a result of customers' returns including DLA Troop Support's PV audit results and other recalls; review of paperwork for product destroyed/condemned or returned to supplier including but not limited to product rated Blue/Red during the last DLA Troop Support audit, customer, returns, etc.; customer's notification on product recalls (product rated Blue/Red/other reason), etc; PV's response to customer returns/issues and visits to customers' locations. The QSMV may also include unannounced visits to customers served by the PV.

The Prime Vendor must provide the Government a report showing all DLA Troop Support catalog products sorted by location when the QSMV Team arrives.

The Prime Vendor's technical proposal will be incorporated by reference into the contract. The PV will be responsible for complying with its technical proposal. Procedures and processes set forth in the Prime Vendor's technical proposal may be used as standards for a QSMV. If there is any conflict between the solicitation language and the prime vendor's technical proposal, the solicitation language governs.

The Prime Vendor must take corrective action to address any concerns identified as a result of the QSMV. Concerns identified during the QSMV, or PV failure to take corrective action in response to QSMV findings, may be grounds for terminating the PV contract. The government may, at its discretion, take other action to correct the concerns identified during the QSMV such as but not limited to unannounced QSMVs. Such action will not eliminate the government's right to terminate the PV contract should the identified concerns or PV failure to take corrective action continue.

PRIME VENDOR SOUTH WEST ASIA

SOW- DESCRIPTION AND SPECIFICATIONS (continued)**B. PV PRODUCT QUALITY AUDITS:****1. Basic Audits**

- a. The DLA Troop Support Worldwide Food Audit Program, covering all Food Classes within a Prime Vendor's catalog (Meat, Poultry, Seafood and Processed Products, and other items as deemed appropriate) functions as a Service and Quality Assurance check for our DoD customers to ensure the war fighters are receiving products of an optimum quality level. The audit objectives focus on the following to ensure:
 - i. Prime Vendor adherence to contract requirements
 - ii. The quality level of the materials supplied is satisfactory and uniform throughout the DLA Troop Support-FT Prime Vendor Regions.
 - iii. There is no product misrepresentation or unapproved substitution.
- b. The Audit objectives are accomplished utilizing the expertise of the U.S. Dept. of Agriculture (USDA) Agricultural Marketing Service (AMS) Meat, Poultry and Processed Products Graders, U.S. Dept. of Commerce (USDC) National Marine Fisheries Services and DLA Troop Support-FT Quality Assurance personnel. Representatives from the above agencies form the DLA Troop Support Worldwide Food Audit Team.
- c. Each Prime Vendor will undergo an initial audit once per contract period with the first audit occurring during the base period and other initial audits occurring once per option period. The Audits are conducted as a product cutting. The average cost of one Food Audit is approximately \$9,500.00 (product cost only). As a Prime Vendor you will be expected to provide samples of the government's choice of a cost of approximately \$9,500.00 per audit. Additional cost may be incurred by the PV if the PV's facility does not have a facility/kitchen or the equipment needed to perform the audit.

2. Audit Process

- a. The Prime Vendor will be given advanced notice of sixty (60) calendar days of an impending audit. The Government reserves the right to conduct unannounced food audits.
- b. DLA Troop Support Worldwide Food Audits are typically a three (3) day process. Day one is devoted to sample selection at the Prime Vendor's warehouse. Day two and three encompass the performance of the actual audit.
- c. Once an audit has been scheduled, the DLA Troop Support Lead Auditor will arrive at the Prime Vendor's warehouse on day one and provide a list of items identified for evaluation and select items to be inspected during the course of the audit.

PRIME VENDOR SOUTH WEST ASIA

SOW- DESCRIPTION AND SPECIFICATIONS (continued)

- d. Items selected for evaluation will be segregated from the Prime Vendor's regular inventory and appropriate procedures shall be used to maintain the integrity of the samples. Evidence that the Prime Vendor has replaced or tampered with samples, or otherwise interfered with the audit samples and/or audit process will result in the PV failing the audit. One or more audit failures may be grounds for terminating the contract.
- e. During the Audit (days two and three), the DLA Troop Support Quality Assurance Representative will assign an item rating based on compliance with or departure from stated requirements as specified in the DLA Troop Support NSN, LSN, or NAPA catalogs. Items will also be audited to determine compliance with the Berry Amendment, approved source requirements, FDA Retail Food Code, USDA Warehousing Standards, Good Manufacturing Practice, additional provisions of the Code of Federal Regulations and other applicable standards.
- f. Deviations from the contract or stock number requirements will be color coded and classified based on the severity of departure from requirements as follows:

PV PRODUCT AUDIT RATINGS (COLOR CODE RATING SYMBOLOGY)

ACCEPTABLE (GREEN) = Acceptable. No deviations from the contract or the item description stock number requirements.

MINOR NONCONFORMANCE (YELLOW) = Not fully acceptable. A Minor nonconformance is a deviation from the contract or the item description stock number requirements. This minor nonconformance is not likely to materially reduce the usability or serviceability of the item for its intended purpose or affect its condition and/or the continued storage of the item for further use. Examples of minor nonconformances: Cataloging issues; Minor workmanship/fabrication violations; Minor weight/portion control violations; Items that exhibit very slight freezer burn or dehydration on some sample units; Minor workmanship/fabrication or minor weight issues; Minor deviations from packing, packaging, labeling and marking requirements that would not necessitate a regulatory market suspension or affect DLA Troop Support's ability to recall the item. **ACTION REQUIRED:** This nonconformance requires attention from the PV. Minor nonconformances may be tolerated by the customer for a short period of time (until the PV receives a new product at OCONUS but for no more than 30 days at CONUS locations).

PRIME VENDOR SOUTH WEST ASIA

SOW- DESCRIPTION AND SPECIFICATIONS (continued)

MAJOR NONCONFORMANCE (BLUE) = A major nonconformance, other than critical, is a deviation from the contract or the item description stock number requirements. This major nonconformance is a deviation that materially affects or is likely to have a major affect on the serviceability, usability, condition and/or continued storage of an item for further use. Examples of major nonconformance's: Domestic source/regulatory/approved source violations; Wrong item; Grade failures or mismatch; Major workmanship/fabrication violations; Major weight/portion control violations; Item shelf life/ expiration date violations; Not latest season pack/crop year violations; Items that exhibit major freezer burn or dehydration, temperature abuse, and/or other off condition that although not likely to result in hazardous or unsafe conditions, the defect and/or combination of defects materially affect the item serviceability for its intended purpose and/or prevents the performance and production of an end item/meal by the customer; and/or major deviations from packing, packaging, labeling and markings that would necessitate a regulatory market suspension or have a major affect on DLA Troop Support's ability to recall the product. **ACTION REQUIRED:** PV is required to STOP ISSUE of the item, unless otherwise approved by the Contracting Officer.

CRITICAL NONCONFORMANCE (RED) = A critical nonconformance is a deviation that judgment and experience indicate consumption of the item is likely to result in hazardous or unsafe conditions for individuals. An item will receive a Red Rating if it contains a critical defect(s) that involve food safety issues such as wholesomeness, foreign material, contamination or adulteration issues that judgment and experience indicate consumption of the item is likely to result in hazardous or unsafe conditions for individuals. Examples of critical nonconformance's: Items with food safety concerns are those items that exhibit decomposition, contamination, foreign material, and/or other conditions that render an item unfit for human consumption **ACTION REQUIRED:** PV is required to STOP ISSUE of the item, immediately NOTIFY DOD CUSTOMERS, REQUEST RETURN of the item in question, and notify supplier/producer of the item (if applicable).

PRIME VENDOR SOUTH WEST ASIA

SOW- DESCRIPTION AND SPECIFICATIONS (continued)**NOTES:**

1/ MAJOR NONCONFORMANCE (BLUE) = In PV OCONUS locations only, the Contracting Officer may approve continue issue of the item because of location extenuating circumstances and on a case-by-case basis. This approval is depending on the type and severity of the deviation, DLA Troop Support Lead Auditor recommendation, customer approval, and if the same item and/or a substitute of equal/higher technical quality is Not-in-Stock at OCONUS location. Continue issue of the item may require and include PV screening/rework of the nonconforming item and follow-up Government inspection/audit to verify action taken by the PV (at no cost to the Government for inspection/travel costs). At CONUS/OCONUS locations, only the Contracting Officer, not the customer or the Lead Auditor, has the authority to accept wrong items (not meeting item description cited in DLA Troop Support catalogs). The Rating assigned to the item WILL NOT be changed by the Lead Auditor because of acceptance with a waiver/rework/repair of the item in question. The DLA Troop Support Food Safety Office, at the request of the Contracting Officer, may issue a restricted (to DLA Troop Support customers only) a Hazardous Food Recall for all those items originating from an unapproved source and distributed to DLA Troop Support customers worldwide.

2/ CRITICAL NONCONFORMANCE (RED) = The DLA Troop Support Food Safety Office will issue a Hazardous Food Recall for all critical nonconformance's involving items with food safety concerns that render an item unfit for human consumption or may present a health hazard for DOD customers. If applicable, the Contracting Officer should suggest suppliers/producers of the item to review shipping documents to ensure the same item was not delivered to other DOD customers.

3. Prime Vendor Audit Preparation

The PV is responsible and will bear all costs for the facility and the equipment/supplies used during the audit. Immediately upon receipt of the audit notification, the PV shall make arrangements to use their normal product cutting room/kitchen (if adequate) or find another facility for the audit. If there is no space available at the PV facility or the space is inadequate other arrangements must be made by the PV. The room must be equipped with running water. Clean up of the cutting area/room and continuous clean up of equipment will be the PV's responsibility. The PV must call the Lead Auditor to discuss the location, adequacy of the facility, and equipment available as soon as possible but no later than 45 Calendar days prior to the audit. The following is the list of equipment needed:

- (1) Freezer storage area to store samples selected
- (2) Chill area for tempering product for approximately 10 + pallets
- (3) Tables for conducting the audit and demonstration.
- (4) Sinks/wash area equipped with sanitizing soap for cleaning knives and equipment.
- (5) Water jet spray attachment for the sink

PRIME VENDOR SOUTH WEST ASIA

SOW- DESCRIPTION AND SPECIFICATIONS (continued)

- (6) Pans or work area in close proximity to a sink area to drain/purge from packaged product.
- (7) Deep fat fryer.
- (8) Microwave.
- (9) Calibrated scales – A scale capable of weighting portion control items and roasts; a large scale capable of weighting large cases (weighing up to 70 pounds); a digital portion scale capable of weighting in ounces and grams.
- (10) A minimum of 10 large flat baking sheet pans, plastic trays or some type of tubs to place thawed meats.
- (11) Cart to move samples around.
- (12) Cutting boards (two or three)
- (13) Large trash cans with bags.
- (14) Power hook-up for 3-4 computers
- (15) Access to a copy machine
- (16) Small box for ground beef samples (Approx. 10 oz) and dry ice or cold packs for mailing.
- (17) Miscellaneous supplies: Paper towels; heavy-duty plastic bags; one box of large latex gloves; paper flip chart/easel with markers (RED, BLUE, ORANGE, GREEN, BLACK); cellophane tape;
- (18) Optional but considered highly desirable: Cloth towels and floor covering to maintain clean and sanitary floor areas.

4. Sample List/Selection of Samples

The DLA Troop Support Lead Auditor will provide a list of sample items upon arrival at the PV facility. Two samples for each item will be selected. A pick list/picker stickers, six month velocity or usage report, and an on-hand inventory quantity report (i.e. number of cases on hand) should be developed for each item after receipt of the list. In addition, since all Seafood items are required to originate from an approved domestic source, copies of certificates/documentation for these items and any item on the list that is required to be certified must be available for review upon arrival at the facility. Warehousing assistance will be required to pull and prepare samples for the audit. Assistance with moving samples from the storage areas to the audit area and also continuous removal of items after review will be required on audit days. Some samples will require tempering/thawing. An area will need to be provided for the sample tempering process with a capacity for at least 10 or more single layer pallets side by side. In order to rapidly temper these items the warmest area at the facility will be needed. Upon tempering the items will need to be placed in a chilled environment. All samples must be stored in controlled conditions to protect from abuse or tampering. The meat audit items (approx. 13-20) will be primarily Center of the Plate –Beef and Pork- Steaks, Roasts, Chops, Diced, and Ground items. Ground Beef Bulk and Patties will be sent to the USDA laboratory for Analytical testing- Fat only. The PV will need to arrange for the shipping of the samples approximately 4 ounces, except in OCONUS areas where prohibition exists or it is impractical. The seafood items (approx. 13-20) will consist of Fish - Portions, Sticks, Fillets, and Steaks, Shrimp, Lobster, Crab, Clam, Oyster, and Crawfish. Poultry items (approx. 13-20) will also be center of the plate items. Processed Products Fruit and Vegetable will consist of approximately 13-20 Items.

PRIME VENDOR SOUTH WEST ASIA**SOW- DESCRIPTION AND SPECIFICATIONS (continued)**5. Audit Results

The audit results are performance indicators that will be used in conjunction with a firm's past performance. DLA Troop Support considers 85% acceptability for each category (Meats, Poultry, Seafood, and Processed Products) as the minimum standard for acceptable performance. Prime Vendors will be given a detailed report on each product reviewed. It will be the Prime Vendor's responsibility to take immediate action to correct any deficiency uncovered during the audit. Corrective action must include action to address the deficiency and the system which allowed the deficiency to occur. Audit failures and/or failure to take corrective action will be grounds for terminating the contract.

6. Follow-Up Audits

Follow up audits may be scheduled within a one-year period of the initial audit as deemed necessary by the Government. Grounds for follow-up audits include but are not limited to failure to obtain an acceptable rating (<85%) in one or more commodities, repetitive failures, and customer complaints. All samples, audit facility, and equipment/supplies needed for the follow-up, same as indicated above for the initial audit, are to be at the expense of the Prime Vendor.

7. Audit failures

As noted herein, audit failures and/or failure to take connective action will be grounds for terminating the contract. The government may, at its discretion, take other action to address the audit failure such as, but not limited to unannounced QSMVs or follow-up audits. Such action will not eliminate the government's right to terminate the PV contract should the deficiency or system which allowed the deficiency to occur remain uncorrected.

IX. DISPENSERS

- A. The prime vendor shall furnish dispensing machines as necessary. The upkeep of the machines consisting of, but not limited to, labor, transportation, and supplies required to repair and maintain the equipment, shall be the sole responsibility of the contractor. Maintenance or replacement shall be in accordance with normal commercial practice.
- B. The contractor shall furnish mechanically refrigerated dispensing machines and heads suitable for use with prime vendor cataloged products. A sufficient number of machines and dispensing heads shall be installed in the customer's facility to accommodate the specific needs of each ordering activity. Facility exceptions must be mutually agreed upon.

PRIME VENDOR SOUTH WEST ASIA**SOW- DESCRIPTION AND SPECIFICATIONS (continued)**

- C. Unless prohibited by the customer, the contractor will provide a technically qualified service representative to perform maintenance and quality control inspections on each dispensing system. If more frequent maintenance is deemed necessary, the Prime Vendor must provide this additional service at no additional cost. If replacement is required, the Prime Vendor shall provide replacement at no additional cost.
- D. Any equipment or material furnished by the Prime Vendor shall remain the property of the Prime Vendor, and must be returned to the Prime Vendor at the conclusion of the contract.
- E. Any associated dispenser costs cannot be included as part of the distribution price as it is industry practice for manufacturers to include the dispenser and servicing of the dispensers as part of the product price.

X. BRAND NAME ITEMS

- A. Based on the ordering habits of the customers listed in this solicitation, the current Market Basket or Schedule of Items and total catalog includes numerous Brand Name items. These are items whose manufacturers have offered the Government a discount under the NAPA Program, and which the customers have expressed a preference for, and shall be included in the catalog at the customer's request. This does not preclude future catalog changes during the life of the contract to add competing products based on added value to the customer.
- B. Offerors are required to submit pricing on the specific Brand Name item listed in the item description, if applicable.

XI. MEETING/EXCEEDING REQUIREMENTS

- A. All plans submitted as part of the offeror's Technical Proposal are to be followed during contract performance. The Government will incorporate the offeror's Technical Proposal, Implementation and general Business Plans that meet and/ or exceed solicitation requirements into the resultant contract(s).

PRIME VENDOR SOUTH WEST ASIA

STATEMENT OF WORK (SOW) (continued)**PACKAGING AND MARKING****I. PACKAGING, PACKING****A. All Customers Including Navy Ships**

1. All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug and Cosmetic Act and regulations promulgated there under. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code. The prime vendor shall be responsible for abiding to any applicable packaging, packing, and marking regulations of the various countries in/through which product will be stored/transported.
2. Semi-perishable items shall be snugly packed in shipping containers that fully comply with the National Motor Freight Classification and Uniform Freight Classification Code, as applicable.
3. All meats, poultry, and seafood will be vacuum packed when practicable. In all instances the packaging must protect the product from freezer burn and contamination.
4. Frozen product must be processed and packed to allow removal of the individual units from the container without damage to that or other units. The intent is to be able to remove only that amount of product required for current needs, without the necessity of defrosting all units.
5. Chill and freeze products must be shipped in refrigerated (Reefer) Vans and appropriately separated per temperature requirements.

B. Navy Ship Customers

1. T-AFS shipments of flour, sugar, salt, and rice (and any other bagged items) must be placed in tri-wall containers or commercially acceptable configuration. Alternate packaging must be approved prior to usage.
2. Packaging for shipboard stowage may require deviation from standard commercial pack. The PV should maximize the use of commercial packing that employs sturdy containers, snugly packed with head space no greater than one half (1/2) inch. This procedure eliminates damaged cases and secures stowage aboard ships.
3. T-AFS load-outs require single line items to a pallet. Mixed loads are not permitted.
4. Commercial cartons that fail to hold up under ship board stowage conditions must be changed to ensure product durability.

PRIME VENDOR SOUTH WEST ASIA

SOW- PACKAGING AND MARKING (continued)**II. MARKINGS , AND LABELING**

- A.** To ensure that the carrier and the receiving activity properly handle and store items, standard commercial precautionary markings such as “KEEP FROZEN”, “KEEP REFRIGERATED”, etc. shall be used on all cases when appropriate.
- B.** Any delivered product not labeled with the name and address of the manufacturing establishment must be identified as to its manufacturer by “timely” advance written notice to each installation’s officer in charge of food service (e.g. Installation Food Advisor (IFA)). The listing is requested in alphabetical order in respect to the shipping container nomenclature. This listing must be kept current and provided to each Installation’s Food Advisor, Food Service Officer, or FSC on a quarterly basis.
- C. CODE DATES:** All products shall be identified with readable (open code dates). All products delivered by the Prime Vendor will have an “open coded” (month/year) “Date of Pack” (DOP) and an “open coded” “Best When Used By Date”, “Sell by Date”, date of production, date of processing/pasteurization or similar marking indicating the end of the guaranteed freshness date. If the product manufacturers/producers do not use open code dating the PV should request labeling with open code dates or shall use the origin manufacturers/producers Product Code Key to decode the item shelf life information, decode the closed code date, and must apply the open code date to their own label.

1. Land Based Customers:

All products shall be identified with readable dates (open code dates as defined above). For both perishable, non-shelf stable (chill and freeze) items, and semi-perishable, shelf stable (dry) items, open code dating is required regardless of the type of coding the manufacturer uses.

If the manufacturer uses open code dating, no additional label is required, however the PV may use at their discretion. If the manufacturer uses closed code dating, a label with the Best When Used By Date, Sell by Date, Date of Production, Date of Processing/Pasteurization, Sell By Date and Manufacturer Shelf Life Date is required.

In either instance when labels are used, the information must agree with the manufacturers coding information. No product shall be shipped to an end-use customer, without open code dating, either from the manufacturer or by use of a label. No product shall be shipped to an end-use customer with conflicting manufacturer / label information. If product is shipped to an end-use customer with conflicting information, the customers have the right to reject any product that they cannot determine the shelf life information and product will be returned to the PV at no additional cost to that customer or DLA Troop Support.

PRIME VENDOR SOUTH WEST ASIA

SOW- PACKAGING AND MARKING (continued)2. Navy Ships Customers:

All products shall have labels to include the DoD Stock Number, Item Nomenclature, Funding Information Code (FIC), Case Weight, Case Cube, Bar Code, Unit Pack, Lot Number, Unit of Issue, Date of Pack, Quantity, "Best When Used By" date, "Sell By" date, date of processing/pasteurization, or similar marking indicating the end of guaranteed freshness date, such as (see enclosed sample label). The Dates of Pack and Best When Used By must be "in the clear" (open coded) and easily visible. Item nomenclature shall be sufficient to identify the item, the DoD unit of issue may be found in the Schedule of Items. **It is mandatory that a label containing this information be adhered to every case delivered.**

The Navy has incorporated a new initiative that adds a bar code of the National Stock Number (NSN) to the label. The bar code is used to receipt product at time of delivery. In addition to the information listed above, the PV must provide a bar code on the case label by using the following:

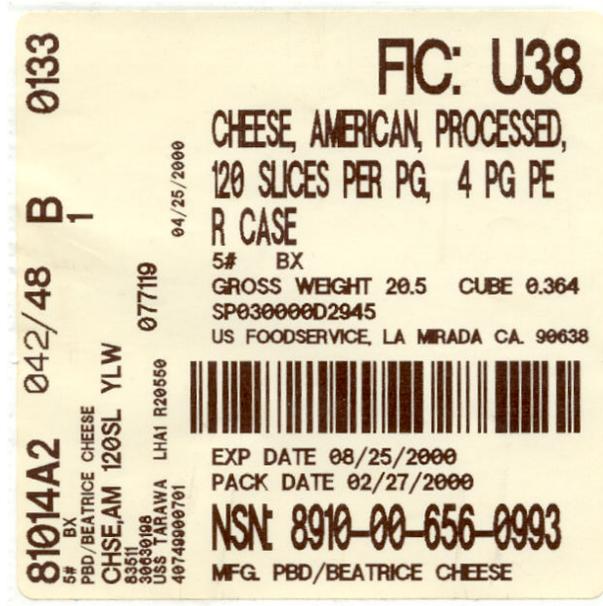
1. Checkmate Inventory for Windows
2. The PV catalog will be published on the SALTS Web Page:
(<http://www.salts.navy.mil/downloads/dpsc/dpsc.html#PrimeVendorCatalogs>)

The label shall be placed on each case so that the bar code is not wrinkled, wet or wrapped around case corners. It must be suitable for accurate and quick scanning and must include:

1. Requisition number if provided by the customer or STORES Purchase Order number
2. The NSN represented in both human readable and bar coded format. This format shall be Code 128 with no less than 7.5 mil bar. Approximate size to be 3" long by 1/2" tall.
3. Human readable Funding Information Code (FIC).
4. When the weight of a packaged item is random or catch-weight, the weight must appear on the label.

The following sample label is provided. Actual labels must AT LEAST be the same size as the sample. (Approximately 4" X 4")

PRIME VENDOR SOUTH WEST ASIA

SOW- PACKAGING AND MARKING (continued)

- D. All labels must include the name, address and plant number of the manufacturing establishment.
- E. Any delivered product not labeled with the name and address of the manufacturing establishment must be identified as to its manufacturer by “timely” advance written notice to each installation’s officer in charge of food service (e.g. Installation Food Advisor (IFA)). The listing is requested in alphabetical order in respect to the shipping container nomenclature. This listing must be kept current and provided to each Installation’s Food Advisor, Food Service Officer, or FSC on a quarterly basis.
- F. Pallet placards are required for palletized loads to OCONUS destinations.
1. Regarding the placement of the placards on the pallets: A placard shall be positioned on the sides of the unit load just prior to applying the last layer of stretch (shrink) wrap. The outside label/placard shall be placed on either the identification-marked side of the load, or on the opposite side.
 2. Regarding the material used for the placard: The marking panel (placard) shall be constructed of any class or grade of solid fiberboard, and it must be affixed with tape and adhesive so as to remain securely attached to the load.
 3. Regarding the size of the markings on the placard: Markings on palletized loads shall be $\frac{3}{4}$ inch or larger for interrupted stenciled letters, and $\frac{1}{2}$ inch or larger for solid letters.

PRIME VENDOR SOUTH WEST ASIA**SOW- PACKAGING AND MARKING (continued)**

4. The phrase **“FOR U.S. MILITARY FORCES IN SOUTH WEST ASIA– NOT FOR RESALE”** (as applicable) must be conspicuously present and visible on the placard and is required in order to expedite all products through foreign delivery points

H. TRACEABILITY REQUIREMENTS FOR PRIME VENDORS OR PV’S SUPPLIERS RE-PACKAGING AND RE-LABELING PRODUCTS

If the PV removes the item from the manufacturer’s original packaging/shipping container and re-packages/re-labels an item, documentation must be maintained to trace the item back to the original producer/packer in case of a hazardous food recall or an item is rated Red/Critical during a DLA Troop Support audit. The PV shall maintain or request from their suppliers documentation/certificates containing the following information: Item nomenclature, name and number of establishment, location, country of origin, date of production/pack (DOP), lot number, etc. If processing/production/packaging of the item occurred in more than one establishment, documentation for each item must also be maintained/provided. These records must maintain traceability of the item to the extent that a lot number/DOP/Code Date of an item can be traced back to the original manufacturers/producers of an end item. The manufacturer/producer and/or the PV’s item label shall clearly identify the item(s) shelf life information (using an open code date) on the exterior of each case. In addition, the PV must maintain records of quantities and when and where the re-packaged/re-labeled item(s) were shipped. The PV must be able to show/provide DLA Troop Support Quality Auditors the documentation for samples selected during PV Product Quality Audits or Unannounced Quality Systems Management Visits (QSMVs). It is the PV’s responsibility to notify and ensure their suppliers understand and comply with this requirement.

The above requirements are necessary in the event of a food recall (i.e., ALFOODACT) of potentially hazardous products when a recall is issued by a Regulatory Agency and for the PV to isolate suspected items in order to notify customers in an expeditious manner whenever products are rated “Red/Critical” during a DLA Troop Support audit. The above requirements serve two main purposes: (1) To protect DLA Troop Support’s customers and expeditiously notify them in case of accidental or intentional tempering/contamination and/or to prevent consumption of unsafe/hazardous products and (2) To maintain traceability of re-packaged/re-labeled items in order to verify country of origin, approved source requirement during the shelf life cycle of the item in the PV storage and the customer's receipt/storage of the item in order to expedite the recall process for all suspected items intended for DLA Troop Support’s customers

PRIME VENDOR SOUTH WEST ASIA

SOW- PACKAGING AND MARKING (continued)**III. PALLETIZATION/CONTAINERIZATION**

A. Requirements for all customers including all ships.

Except as identified as a special requirement below, all PV shipments must be palletized in accordance with good commercial practices. The PV is responsible for the purchase of all pallets. Where practical, pallet exchange programs will be implemented by customers. Pallets may not always be returned on a 1 to 1 basis. This does not relieve the PV from delivering products on the proper type pallet. Pallet retrieval and all associated costs shall be the responsibility of the PV. Although it is at the PV's discretion, corner boards and strapping are highly recommended. The PV will not be paid for any pallet that is delivered to a customer with damaged product because of poor palletization.

B. For non-Navy Customers:

Cases may be mixed on the pallet, but are to be skillfully built as to allow the receiver to out check/in check all items on that pallet.

B. Special Navy Ship Requirements:

1. All products must be palletized and placed on the pier at the brow of the ship.
2. All other ships and hull types will use commercial palletization and shrink-wrapping. Pallet height shall not exceed **60"** in height including the pallet.
3. Palletizing for Resupply ships and Carriers must be done by using a two way wing type pallet. The commercial wood wing pallet dimensions must be 40"X48"X48" or 48"X40"X48". The Industrial Standard Specification for Wood pallets is the "American Society of Mechanical Engineers (ASME) MH1-Part 9, Part Number MH1-9-05-SW4048."
4. All pads must be commercial fiberboard, 40"X48", positioned on the pallets before loading. Pallet height must NOT exceed **54"**. The unit load bonding material must consist of strapping: two-girth wise and three lengthwise. Bonding material shall be threaded through the strapping slots on the pallet to form a consolidated, stable cargo, which can be handled as a unit. Shrink-wrap is prohibited.
5. The palletized/containerized unit loads require placards. The placards contain identification and contract data markings, which are to be stenciled, printed or labeled on two adjacent sides of the unitized load. The placards contain the stock number, item description, quantity, size and unit, the quantity is the number of shipping cases in the unit load, the gross weight and cube, the contract and delivery order number, the PVs name, address and nine digit zip code, and expiration date.
6. Load-outs require single line items to a pallet. Mixed loads are not permitted.

PRIME VENDOR SOUTH WEST ASIA

<u>STATEMENT OF WORK (SOW) (continued)</u>

INSPECTION AND ACCEPTANCE**I. INSPECTION AND ACCEPTANCE**

- A. FOB Destination Shipments: (All shipments, unless otherwise specified by the Contracting Officer).

Inspection and acceptance of products will be performed at destination. The inspection is normally limited to identify, count and condition; however, this may be expanded if deemed necessary by either the military Veterinary Inspector, Dining Facility Manager, Food Service Advisor/Officer, or the Contracting Officer.

The Prime Vendor's delivery vehicles shall be equipped to maintain the appropriate temperatures and product segregation as necessary to deliver products at the proper temperature. Deliveries shall be made in clean, closed vehicles. When transporting food items, the vehicles shall be maintained in good sanitary condition to prevent contamination of the material. Delivery vehicles used to deliver items under this contract shall be subject to military veterinary inspection at destination. In addition, the delivery vehicles will be inspected for cleanliness and condition.

The authorized receiving official at each delivery point is responsible for inspecting and accepting products as they are delivered. The delivery ticket/invoice shall not be signed prior to the inspection of each product. All overages/shortages/returns are to be noted on the delivery ticket/invoice by the receiving official and truck driver. A signature on the delivery ticket/invoice denotes acceptance of the product.

The contractor shall forward three (3) copies of the delivery ticket/invoice with the shipment. The receiving official will use the delivery ticket/invoice as the receipt document. Two (2) copies of the signed and annotated delivery ticket/invoice will serve as the acceptance document. No invoice may be submitted for payment until acceptance is verified.

- B. FOB Origin Shipments (Only when specified by the Contracting Officer).

Inspection and acceptance of products will be performed at the prime vendors CONUS distribution point by a prime vendor paid USDA official. Inspection and acceptance of products may also be performed at the prime vendors OCONUS distribution point by the Contracting Officer Representative. Inspection will normally be limited to identity, count, and condition.

The USDA official will sign the prime vendor prepared DD Form 250 form denoting acceptance of the product by the government. Invoices matching the DD250 quantities along with a copy of the DD250 will be express mailed by the prime vendor to both DLA Troop Support and the end customer.

PRIME VENDOR SOUTH WEST ASIA**SOW- INSPECTION AND ACCEPTANCE (continued)****II. DELIVERY TEMPERATURES, SHIPPING AND STORAGE REQUIREMENTS**

The Prime Vendor is responsible for proper product storage, segregation and delivery of product in excellent condition. The following will apply:

- A. In order for frozen items to be accepted by the receiving activity, the following criteria must be observed:
 - 1. Packages must be solid, not soft, upon arrival;
 - 2. Container and wrapping must be intact and in a solid condition;
 - 3. Packages must be free of drip and show no evidence of thawing and re-freezing (i.e. watermarks on boxes; off odor) or dehydration.
 - 4. Cello wrapped packages will not be discolored or show other signs of freezer burn.
- B. Items requiring "Protection from Heat" shall be stored and delivered at a temperature below 70 degrees Fahrenheit or less.
- C. Items requiring chilled conditions shall be stored and delivered under refrigeration of 32 to 40 degrees Fahrenheit.
- D. For ice cream, the recommended storage and delivery temperature is -10 degrees Fahrenheit and the temperature should not exceed 0 degrees Fahrenheit.
- E. Containers and wrapping must be intact and not damaged. Packages will be free of dripping and show no evidence indicating that the contents have thawed, been refrozen, freezer burned, etc. Packages must show no evidence of dehydration.

III. REJECTION PROCEDURES

- A. It is a requirement of this contract that product shall be inspected upon receipt. However, failure to inspect or accept supplies at time of receipt shall not relieve the contractor from responsibility, nor impose liability on any of the customers, for nonconforming supplies.
- B. If product is determined to be defective, damaged, and/or compromised in any other manner, it may be rejected by the receiving official.
- C. When product is found to be non-conforming or damaged, or otherwise suspect, the receiving official may reject the item and/or determine the course of action to be taken with the product in question. The final decision is to be made by the receiving official.

PRIME VENDOR SOUTH WEST ASIA**SOW- INSPECTION AND ACCEPTANCE (continued)**

- D. In the event an item is rejected, the delivery ticket/invoice shall be annotated as to the item(s) rejected. These items shall then be deducted from the delivery ticket/invoice. The delivery ticket/invoice total must be adjusted to reflect the correct dollar value of the shipment. Replacements will be authorized based on the customer's needs. To the greatest extent possible, on an as-needed, emergency basis, next day re-delivery of items that were previously rejected shall be made, so that the customer's food service requirements do not go unfulfilled. The re-delivered items will be delivered under a separate delivery ticket/invoice utilizing a new call number, CLIN number, and purchase order number. These re-deliveries will not constitute an emergency requirement and therefore will have no additional charges.
- E. In the event that a product is rejected after delivery is made, the Prime Vendor may be required to pick up the rejected product or the customer may agree to dispose of it. Credit due to the ordering activity as a result of the rejected product being returned, will be handled through a receipts adjustment process in STORES. If the vendor has already been paid for the product, a claim will be issued through DLA Troop Support's financial system. In all cases, one (1) copy of the credit memo is to be given to the customer and one (1) copy of the credit memo is to be sent to the DLA Troop Support Acquisition Specialist.
- F. Supplies transported in vehicles which are not sanitary, or which are not equipped to maintain prescribed temperatures, may be rejected without further inspection.

IV. ARMY VETERINARY INSPECTORS AND INSPECTIONS

As described and detailed in this solicitation, all inspections by Army Veterinary Inspectors (VETCOM) shall be conducted in accordance with 48 CFR Part 246, Army Regulation (AR) 40-657, AR 40-656, and any other rule, regulation, or standard food inspection policy applicable to the Subsistence Prime Vendor operating within this geographic area as may be established from time to time by CENTCOM, Third US Army, or any other Department of Defense entity.

PRIME VENDOR SOUTH WEST ASIA

STATEMENT OF WORK (SOW) (continued)**DELIVERIES AND PERFORMANCE****I. CONTRACTOR ACCOUNTABILITY**

In keeping with United States commitments to insure that products imported into foreign countries for use by the United States Armed Forces is not converted to other use, the Prime Vendor is responsible to develop and implement a system to insure accountability of products procured by the United States under this contract. Furthermore, Prime Vendor is required to segregate Government stocks from commercial stocks during OCONUS warehousing and shipping.

II. CONTRACT IMPLEMENTATION PHASE

In the event that a follow-on contract is awarded to a firm other than the incumbent prime vendor, the Government intends to: (i) make award at least 105 days prior to the expiration date of the incumbent contract and (ii) establish a time phased transition schedule during the incumbent contract's final 105 days of operation. During the implementation phase, the incumbent Prime Vendor will remain the principal source of food and non-food supplies. Notwithstanding other provisions of this contract, performance failure during this period may result in the contract termination for cause. The order of precedence for customer support is (1) the incumbent Prime Vendor (2) the new Prime Vendor.

Within (30) days after notification of award, the unsuccessful incumbent Prime Vendor will submit its proposed ramp-down schedule to the Contracting Officer. Upon receipt and after review and discussion, the Contracting Officer will assist the new Prime Vendor with forecasting levels and begin the ramp-up phase. The Government will avert significant and additional over-ocean transportation charges if the new Prime Vendor considers procuring residual levels of inventory from the incumbent as an initial basis for creating a total asset pipeline.

Within 90 days after award, the new Prime Vendor shall be required to establish fully functional catalogs and have its distribution systems in place, including all EDI support systems, for all customers under their respective contract(s). At 60 days after award, the new PV will submit its first Total Asset Visibility (TAV) Report to the Contracting Officer. This report shows, by item and quantity, the location of each product in the pipeline, whether on order, in the PV's CONUS warehouse, on the water, or in the PV's OCONUS warehouse. The New Prime Vendor shall fully prepare to support all customers under the contract at least 30 days prior to expiration date of the incumbent contract. It is the Government's intent to have all orders placed under the new Prime Vendor contract when the incumbent contract expires. However, the Government reserves the right to phase in customer ordering points when it is in the best interest of the Government.

PRIME VENDOR SOUTH WEST ASIA**SOW- DESCRIPTION AND SPECIFICATIONS (continued)**

To fulfill requirements of contract, the contractor will begin performance on the contract at time of award. Performance of the contract incorporates the previously described ramp up phase. Base period of contract begins on the award date, and consists of 24 months.

III. ITEM AVAILABILITY

Items must be stocked in sufficient quantities to fill all ordering activity requirements. Surges in demand must be taken into consideration when determining stocking procedures. Also, lead times from CONUS to OCONUS must be considered.

IV. DELIVERY INSTRUCTIONS

See the section titled Order Placement (pages 110-113) for details regarding the time frame required to fill an order once it has been placed by the customer.

- A. Unless otherwise specified by the Contracting Officer, deliveries shall be F.O.B. destination to all ordering activities and delivery points. All items will be delivered to customer locations, within the scheduled delivery period, free of damage, with all packaging and packing intact. Dependent upon the specific customers, deliveries shall average 1-3 times per week to each customer, unless the customer and the prime vendor agree upon more or less frequent stops.
- B. Pallet return may not be allowable either due to customer missions(s) or country custom regulations. Where allowable and practical, pallet exchange programs will be implemented by customers. Pallets may not always be returned on a 1 to 1 basis. The prime vendor shall remove all empty pallets and all excess packaging materials on the next delivery.
- C. Prime vendor contractors should be aware that projected feeding strengths at each Military location are subject to fluctuations based on a variety of factors; i.e., seasonal increases/decreases in personnel, surges in personnel during training exercises or crisis situations, or troop transfers, etc. Therefore, it is critical that prime vendor customer service representatives should be able to converse fluently in English, and maintain open communications with the individual bases to be aware of these fluctuations and work closely with the customers to provide the increased quantity and frequency of deliveries needed during these critical times.
- D. Installation delivery routes and stop-off sequences will be coordinated and verified with the installations on a post award basis by the awardee(s).
- E. All deliveries are subject to military inspection at destination. Delivery vehicles may be required to stop at central locations for inspection or convoy support before proceeding to or leaving assigned delivery point(s). The prime vendor must maintain records and provide a signed copy of the delivery ticket/invoice per U.S. Government instructions.

PRIME VENDOR SOUTH WEST ASIA

SOW- DELIVERIES AND PERFORMANCE (continued)

- F. The customers should not be contacted regarding questions concerning delivery prior to contract award. Offerors are advised to contact the Contracting Officer(s) or the Contract Specialist(s) for any such information. Post award, Services will have representatives available from a combination of HQ staff, deployed commands and dining hall representatives.
- G. Products for individual customers/dining facilities must be segregated. Many of the military bases have more than one delivery point. All products shall be segregated by drop-off point. The intent is to provide expeditious off-loading and delivery to the customer.
- H. The offeror shall also ensure that the personnel loading and delivering the product provide prompt and efficient service to the customer. Drivers should carry picture ID's, and comply with badge requirements and any other internal ID and security requirement of the specific site. Trucks should also be properly registered with each activity to ensure smooth admission to the compound, while fully honoring all in-house security protection measures of the military activities.
- I. Delivery to airfields, airports may also be required. The prime vendor will be required to palletize, cover, strap down and transport cargo to the designated airfield. The prime vendor will be required to properly prepare/process any and all required documentation before items are accepted for airlift transport. Once the prime vendor ensures that said documentation is properly filled out and all cargo is safely palletized and passes inspection, the air pallets will be loaded onto the awaiting aircraft.

J. DELIVERY POINTS

Zone 1: Bahrain, Qatar, Saudi Arabia

<u>Customer Name</u>	<u>Port or Area</u>
Navy, CTF-53	Bahrain
Shk Isa Air Base	Bahrain
Eskan Village Air Force Dining Facility	Riyadh, Saudi Arabia
Al Udeid Air Base	Doha, Qatar
Camp As-Saliyah	Qatar

Note, if land based customer locations are added to this region post award, the distribution price per the contract award terms will apply.

Note, In Qatar delivery to airfields, airports may also be required.

PRIME VENDOR SOUTH WEST ASIA

SOW- DELIVERIES AND PERFORMANCE (continued)Zone 2: United Arab Emirates, Oman, Djibouti, Kenya

<u>Customer Name</u>	<u>Port or Area</u>
Navy, CTF-53	JEBEL ALI, U.A.E.
Navy, CTF-53	Fujarah, U.A.E.
Al Dhafra Air Base	Abudhabi, U.A.E.
Navy, CTF-53	Salalah, Oman
Thumrait Air Base	Thumrait, Oman
Camp Lemonier	Djibouti
Navy, CTF-53	Djibouti
Camp Simba	Manda Bay, Kenya

Note, In both U.A.E. and Oman, delivery to airfields, airports may also be required.

- K. All orders shall be accompanied with three copies of the delivery ticket/invoice documents.
- L. For all customers except remote locations and Navy Ships, order cancellations must be received by the PV through a STORES order cancellation or in writing no less than 24 hours prior to the RDD. For remote locations and Navy Ships, order cancellations must be received by the PV through a STORES order cancellation or in writing no less than 72 hours prior to the RDD. Restocking fees and any additional transportation cost incurred will apply to all orders not cancelled in a timely manner and customers will be billed given consideration to the cancellation circumstances. A decision regarding these charges will be made at the Contracting Officer's discretion.

V. TERMS OF INDEFINITE QUANTITY CONTRACT

- A. The duration of the contract(s) is for a base period of (24) months and will include two (2) available option periods. Both available Option periods will be eighteen (18) months. The effective contract period will run from the award date until 24 months thereafter.
- B. The contractor's implementation phase is defined as the timeframe which begins immediately after award and ends when the first order is place. The Prime Vendor shall submit a proposed implementation schedule to the Contracting Officer within thirty (30) days after award highlighting the steps that will be taken to implement a fully functional distribution account, including all EDI transactions (and testing), for all customers covered by this solicitation. Fully functional catalogs must be established within ninety (90) days after award. The prime vendor must submit its first Total Asset Visibility (TAV) Report to the Contracting Officer within 120 days after award. This report shows, by item and quantity, the location of each product in the pipeline, whether on order, in the PV's CONUS warehouse, on the water, or in the PV's OCONUS warehouse(s). The Prime Vendor is required to support all customers under the contract within 105 days after award.

PRIME VENDOR SOUTH WEST ASIA

SOW- DELIVERIES AND PERFORMANCE (continued)**VI. FILL RATES**

1. The required contract order fill-rate is 97%. It is not necessary to propose a higher fill rate, nor will we evaluate a proposed higher fill rate. During contract performance, higher fill-rates may result in a higher Past Performance and Experience rating for option determinations and future acquisitions. Fill rates will be documented in the Contractor Performance Review System (CPARS) and low fill rates may impact past performance evaluations on subsequent acquisitions.
2. The Government's in-house record for non catch weight fill rate shall be calculated utilizing the order and receipt information located in STORES, as specified below. The vendor's submitted non catch weight fill rate reports will be based on the same formula, and shall not include substitutions, mis-picks, damaged cases, etc.

$$\text{(Cases accepted / cases ordered) X 100 = Fill Rate \%}$$

3. The fill rate for catch weight items shall be calculated as follows and shall not include substitutions, mis-picks, damaged cases, etc.:

$$\text{(Pounds accepted / Pounds ordered) X 100 = Fill Rate \%}$$

4. Definitions:
 - a. Cases accepted: The product quantity that the customer has received and receipted, not including damaged cases, and mis-picks.
 - b. Cases ordered: The product quantity requested by a customer.
 - c. Catch-weight item: An item for which a weight range is acceptable; normally meat items purchased by the pound, e.g. 8905-01-E29-2117, Beef Flank Steak, 11-15 LB.
5. Regardless of the line item/LSN unit of issue or unit of measure (LB, CO, CS), the Government will calculate the fill-rate for each delivery order line item based on cases ordered & accepted, utilizing the units per pack, or purchase ratio factor, to convert all order/receipt quantities to cases. In calculating catch-weight item order/receipt cases and fill-rates, the weight range average will be utilized to convert pounds to cases. The government system will round down and up as follows:

0 – 0.4999 will round down

0.5 – 0.999 will round up

PRIME VENDOR SOUTH WEST ASIA

SOW- DELIVERIES AND PERFORMANCE (continued)

- a. As an example, for the item at C.3 herein, the average weight is 13 LB. In the event a customer wants 50 lbs of flank steak, the ordering system will place the order for a multiple of 13 LB equal to or greater than the requirement, in this case 52 LBS. If the contractor delivers 45 LB, the fill-rate will be calculated as follows:

$$\begin{aligned} \text{Order} &= 52 \text{ LB} / 13 = 4 \text{ cases} \\ \text{Receipt} &= 45 \text{ LB} / 13 = 3.46 = 3 \text{ cases} \\ \text{Fill-rate} &= 3 / 4 = 75.0\% \end{aligned}$$

If the contractor delivers 46 LB, the fill-rate = $46 / 13 = 3.53 = 4 \text{ cases} = 4 / 4 = 100\%$

- b. **Contractors shall assure that the 832 catalog transaction set for each catch-weight LSN contains (1) the correct average case weight of cases to be delivered in 832 field CTP04, Catch-Weight Multiple, and (2) 832 field PO404, Packaging Code, includes the catch-weight indicator "AVG".**

Catch-weight items are items which permit a weight range per case, normally meat items with a LB weight range. For catch-weight items only, the allowable quantity variation is:

Decrease: minus (-) 49% of the item average weight
Increase: plus (+) the item average weight

For example, for 8905-01-E29-2117, Beef Flank Steak, 11-15 LB, with a 13 LB average, order quantities will be in multiples of the 13 LB item average weight. The allowable variations in quantity for any order for this item are:

$$\begin{aligned} \text{Decrease} &= 13 \times .49 = 6 \text{ LB} \\ \text{Increase} &= 13 \text{ LB} \end{aligned}$$

For an order for 104 LB of 8905-01-E29-2117, Beef Flank Steak, 11-15 LB, the contractor may deliver 98-117 LB and receive a 100% fill-rate.

6. **Designation of catch-weight items:** To designate a catch-weight item, the Contractor must input catch-weight indicator "AVG" in 832 catalog field PO404, Packaging Code, for each catch-weight item. The Contractor shall assure that the correct average case weight (i.e. the actual weight average of cases that will be delivered) is input in 832 catalog field CTP04, Catch Weight Multiple.
7. No single line item will be credited for more than 100% fill-rate. This includes both catch-weight and non-catch-weight items and for any items should the accepted quantity be greater than the quantity ordered.

PRIME VENDOR SOUTH WEST ASIA

SOW- DELIVERIES AND PERFORMANCE (continued)

8. Substitute items will be accepted/receipted against a new STORES order line as described in the example below and the original order line will be counted as a zero fill. As an example: 8 cases of #10 can applesauce is ordered, the PV is NIS and recommends #303 can applesauce as a substitute, customer accepts substitute and places a new order for 6 cases of the #303 can applesauce (for a different quantity in this example due to package/pack size difference), and PV delivers the substitute order in full:
Original: 8915-00-127-8272, Applesauce #10 CN, 6/CS: Order = 48 CN = 8 CS: Receipt = 0

Substitution: 8915-00-127-6272, Applesauce #303 CN, 24/CS: Order = 144 CN = 6 CS: Receipt = 6 CS

The fill-rate for the original line is 0%; the fill-rate on the substitute line is 100%. The weighted average fill-rate for the 2 lines is 42.9% (6 cases accepted /14 cases ordered).
9. Non-conforming cases, e.g. incorrect items (mis-picks) and damaged cases will not be accepted and receipted.
10. The Government in-house record for fill-rate calculates the fill-rate for each line item of each purchase order, the fill rate per purchase order, the fill-rate per customer, and the fill-rate for all customers, for any period of time, based on order required delivery dates (RDD). Fill-rates are calculated for non-catch-weight items, catch-weight items, and overall (all items) fill rate.
11. The Contractor shall promptly inform the Contract Specialist or Contracting Officer of any specific instances that would absolve or excuse its failure to deliver an order, or individual line item(s), in full; e.g. customer cancelled line or quantity without adjusting STORES, customer ordered incorrect quantity, item being discontinued, etc. If the Government agrees with the justification, the Government will post the exception into its in-house system which will result in the order or line(s) either being excluded from the Government fill-rate calculation or the correct order and receipt quantities being included in the calculation. These excusable instances represent Fill-Rate Exceptions, and are shown below.
12. The contractor shall submit its fill-rate report (to include overall fill rate based on cases; overall non-catch weight item fill rate based on cases; overall catch weight fill rate based on cases; overall catch weight fill rate based on pounds) to the DLA Troop Support Contracting Officer. The reports shall be based on order required delivery dates (RDD), not order placement dates. The Government will compare and attempt to reconcile the Government and contractor's report. The Government's fill-rate report will be the official government record for contract performance evaluation.

PRIME VENDOR SOUTH WEST ASIA**SOW- DELIVERIES AND PERFORMANCE (continued)****VII. HOLIDAYS**

All orders are to be delivered on the specified delivery date. However, when a scheduled delivery falls on a holiday, the Prime Vendor shall make delivery arrangements in advance with the customer to prevent disruption of service. Upon request, the Contracting Officer Representative will assist in identifying country specific holidays.

VIII. EMERGENCY ORDERS

- A. The Contractor must be able to receive and process purchase orders on any day of the week to include holidays. Delivery days and times are not restricted and may be every day of the week. The Prime Vendor will provide a minimum of two “emergency” orders (excluding mobilization actions) per month per customer at no additional charge. Emergency orders are those that are required outside normal delivery schedules.
- B. The Prime Vendor is responsible for providing the ordering facilities with the name of the contractor representative responsible for notification of receipt and handling of such emergency service and his/her phone number, e-mail address, and/or pager number.

IX. AUTHORIZED RETURNS

- A. The contractor shall accept returns under the following conditions:
1. Products shipped in error;
 2. Products damaged in shipment;
 3. Products with concealed or latent damage;
 4. Products that are recalled;
 5. Products that do not meet shelf life requirements;
 6. Products that do not meet the minimum quality requirements as defined for the items listed in the Schedule;
 7. Products delivered in unsanitary delivery vehicles;
 8. Products delivered that fail to meet the minimum/maximum specified temperature;
 9. Quantity excess as a result of order input error/and or purchase ratio factor error;
and
 10. Any other condition not specified above that is determined a valid reason for return by the customer.

PRIME VENDOR SOUTH WEST ASIA**SOW- DELIVERIES AND PERFORMANCE (continued)****X. SHORT SHIPMENTS AND SHIPPING ERRORS**

- A. The receiving official will annotate short shipment(s) on the delivery ticket/invoice(s) that accompany the delivery. The prime vendor's representative (the truck driver, transportation officer, or squad leader), will acknowledge and counter-sign the delivery ticket/invoice.
- B. Any product delivered in error by the Prime Vendor must be picked up on the next delivery day after notification by the ordering facility.

XI. SURGE AND SUSTAINMENT

The primary mission of the Defense Logistics Agency (DLA) is to support the military in peace and during contingencies. The ability to ramp-up quickly to meet early requirements, and to sustain an increased pace throughout the contingency are critical to the execution of U.S. military strategy. DLA's designation as a Combat Support Agency makes it directly responsible for the timely support of critical supplies to the Combatant Commanders in support of their operational requirements. Because of DLA's unique role, surge and sustainment capability is a primary consideration in all acquisitions. All DLA contractors are accountable for surge and sustainment performance, ensuring surge capability actually exists and validating surge capability through surge testing. Therefore, surge testing will be required under the resultant contracts of this solicitation for the life of the contract.

The DLA defines surge as the ability to ramp up quickly to meet early requirements normally needed within the first 45 days. Sustainment is defined as the ability to sustain an increased pace throughout the contingency(s) for six months or longer. The spectrum of possible contingencies includes major theatre and smaller scale contingency operations. The various contingencies are as follows:

Joint Chiefs of Staff (JCS) Logistics Exercises – The contractor must have the ability to support short term surges in demands, which may increase three times the estimated demand. There may be occasions where large increases in quantity will be necessary for short periods of time and on short notice. An example of a surge situation would be an increase in military feeding of 300% of peacetime demand for a period of up to 30 days. Normally, there is advance notice as to when exercise surges will occur. However, the contractor will be required to meet the surge demand in the normal contractual lead time, i.e. 48 hours for land based customers or 10 days for Navy Ship customers.

For the resultant contracts from this solicitation the contractor will be required to have the ability meet surges of 300% of normal demand levels. For example if a customer has a normal demand of 100 cases per month of an item the surge level could be a high as 300 cases per month during the surge period.

PRIME VENDOR SOUTH WEST ASIA**SOW- DELIVERIES AND PERFORMANCE (continued)**

Military Operations – The contractor must have the ability to support surges in demand, which may be needed for an extended period of time on short notice. An example of military operations would be US peacekeeping missions, Bosnia support and Operation Enduring Freedom. For this type of scenario, the capability to ramp-up quickly to meet early requirements, as well as sustainment for an extended period of time is essential.

Mobilization - A full-scale military mobilization or a national emergency could increase supplies to those items and quantities listed in the PV Catalog. This increase in quantity may be needed for a six-month period or longer. Normal mobilization strategies provide lead times of at least 30 days to build to the necessary support level. The contractor must have the ability to support this increased level of supply for an extended period of time.

PRIME VENDOR SOUTH WEST ASIA

<u>STATEMENT OF WORK (SOW) (continued)</u>

CONTRACT ADMINISTRATION DATA**I. CONTRACTING AUTHORITY**

- A. The DLA Troop Support Contracting Officer is the only person authorized to approve changes, or modify any requirement of the contract. Notwithstanding any provisions contained elsewhere in the contract, said authority remains solely with the DLA Troop Support Contracting Officer.
- B. In the event the vendor effects any change at the direction of any person other than the DLA Troop Support Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made. The Contracting Officer must authorize any modification or costs associated with a change.
- C. Requests for information on matters related to this contract, such as an explanation of terms or contract interpretation, shall be submitted to the DLA Troop Support Contracting Officer.

II. INVOICING

- A. Each delivery will be accompanied by the contractor's delivery ticket/invoice. Three (3) copies (an original plus two) shall accompany the shipment. The customer shall sign all copies of the delivery ticket/invoice, keep one (1) copy and return original copy to the vendor. **Any changes must be made on the face of the invoice; attachments are not acceptable.**
- B. All premium distribution invoices; i.e., GFM storage, transportation officer program, squad leader program, etc., must be validated by the Contracting Officer Representative and approved by the Contracting Officer prior to electronic submission for payment.
- C. All invoicing for payment is to be filed electronically using EDI transaction set 810 (see attachment). No paper invoices shall be submitted to DFAS for payment. **All invoices submitted by the Prime Vendor must be "clean", i.e. all debits and/or credits must be reflected on the invoice prior to submission.**
- D. **Invoice transactions may be submitted to DLA Troop Support daily; however, it cannot be stressed enough that all internal debit/credit transactions must be completed prior to the submission of the invoice.** Invoice lines that do not contain the correct invoice data and/or contain incorrect quantities delivered or prices charged will be rejected. The vendor will be responsible for correction and re-submission.
- E. The same invoice number cannot be submitted with different dollar amounts.
- F. Test transaction sets are recommended for 810 transactions prior to the first order.
- G. Invoices may not be submitted as "LIVE DATA" until a test transaction set has been cleared.

PRIME VENDOR SOUTH WEST ASIA

SOW- CONTRACT ADMINISTRATION DATA (continued)

- H. **For catch weight items, standard rounding methods must be observed, i.e. less than 0.5: rounded down; 0.5 or greater: rounded up. All weights must be rounded to whole pounds using standard rounding methods.** Any line submitted for other than whole numbers will be rejected and require correction and re-submission by the vendor.
- I. Unit prices and extended prices must be formatted not more than two (2) decimal places to the right of the decimal point. STORES will not accommodate positions of 3 and above beyond the decimal point.
- J. The following address must appear in the “Bill To” or “Payment Will Be Made By” block of the contractor’s invoice:
- DFAS – Columbus Center
Attn: DFAS-CO-SEP
PO Box 182317
Columbus, OH 43218
- K. Each invoice shall contain sufficient data for billing purposes. This includes, but is not limited to:
- 1 Contract Number, Call or Delivery Order Number, and Purchase Order Number;
 - 2 DoDAAC;
 - 3 Contract line listed in numeric sequence (also referred to as CLIN order);
 - 4 Item nomenclature
 - 5 LSN or NSN;
 - 6 Quantity purchased per item in DLA Troop Support’s unit of issue;
 - 7 Clean invoices must be submitted; and
 - 8 Total dollar value on each invoice (reflecting changes to the shipment, if applicable).
- L. Vendors are required to use the Reconciliation Tool to identify and correct mismatches between invoices submitted and customers posted receipts. It is the responsibility of the Prime Vendor to adjust as necessary and communicate with the customer or DLA Troop Support as needed, in order to resolve any/all discrepancies.

III. PAYMENTS

- A. DFAS Columbus Center is the payment office for this acquisition.
- B. Payment of delivery orders will be made in accordance with the terms and conditions of Paragraph (i) of Clause 52.212-4 “Contract Term and Conditions – Commercial items (Jun 2010)”, appearing in the section of this solicitation entitled “Contract Clauses”.
- C. Payment is subject to the terms and conditions of the Prompt Payment Act (31 U.S.C. 3903). All 810 electronic invoices must be submitted with accurate, sufficient, clean data before any payment can be made.
- D. All offerors must have the ability to accept an 820 transaction set from its financial institution. DFAS Columbus will no longer forward a detailed summary of payment(s); this information will only be available from your bank.

PRIME VENDOR SOUTH WEST ASIA

SOW- CONTRACT ADMINISTRATION DATA (continued)

- E. STORES Reconciliation Tool: In an effort to improve the payment process, vendors will have availability to view what the customer has or has not receipted, via the STORES Recon Tool website. The PV will have access to “un-reconciled” information, i.e. the invoice does not match the receipt because of a quantity or price discrepancy, or because the customer has not posted a receipt. Both invoice information and receipt information will be available for review on the BSM website by the PV. While the vendor will not have the capability to update customer receipt information, update capability will be available for un-reconciled invoice information for approximately 30 days. To access the Recon Tool, go to: https://www.stores.dla.mil/recon_tool/.
- F. The Government intends to make payments under the resultant contract by electronic funds transfer (EFT). However, the election as to whether to make payment by check or electronic funds transfer is at the option of the Government.

IV. ADMINISTRATION

- A. The DLA Troop Support Prime Vendor Supplier Operations Office will perform administration of the contract and the individual orders that are not related to specific deliveries; i.e., storage, transportation officer program, squad leader program, etc.
- B. A designated representative at the ordering activity will perform administration of the individual customer delivery order. This includes approving product substitutions and delivery changes.
- C. The DLA Troop Support Contracting Officer must approve any changes to the contract.

PRIME VENDOR SOUTH WEST ASIA

STATEMENT OF WORK (SOW) (continued)**SPECIAL CONTRACT REQUIREMENTS****I. NOTICE TO OFFERORS**

Prospective offerors are hereby advised that although there is a guaranteed minimum of 10% on this contract, DLA Troop Support cannot guarantee that any or all of the customers will order all of their subsistence and related non-food requirements from the successful Prime Vendor. Once the guaranteed minimum has been met, the customer may or may not choose to continue ordering from the contract. To a large extent, their decision to continue ordering will be based on the performance of the Prime Vendor.

II. MANAGEMENT REPORTS

The contractor shall provide the following reports to the Contracting Officer in the frequency indicated. Negative reports are required and the government reserves the right to add additional reports at no additional cost. Each quantity and dollar value provided should be based on the items unit of issue.

It is at the Contracting Officer's discretion which reports are submitted and the frequency of these reports. All of these reports shall be cumulative for a one (1) month period and submitted no later than the seventh day of the following month, i.e., reporting period of January 1st through January 31st, the reports must be received by February 7th. Unless otherwise identified below, all other reports are to be submitted electronically on a monthly basis. Other reports and additional information on existing reports may be requested by the Contracting Officer.

The contractor is required to add the following statement to every management report submitted to DLA Troop Support:

"I certify that all the information submitted to the Government is complete and accurate to the best of my knowledge. I understand that false statements contained herein, may be punishable by law."

- A. Fill Rate Report: (Shall be submitted in non-protected Excel format)
1. Monthly Fill Rate Report: The monthly fill-rate by line item is calculated by dividing the number of cases accepted by the customer by the number of cases ordered. Mis-picks and damaged cases should not be included in this calculation, however all items Not-In-Stock, rejected, returned, damaged, mis-picks, etc., should be clearly identified in the report. The report should specify fill rates per customer/dining facility and an overall average for the month. In addition to the fill rate by cases, catch weight items by pounds shall be reported as defined in the fill rate section of the solicitation.
 2. Weekly Fill Rate Report: In addition to the monthly fill rate report, the Prime Vendor will also submit a weekly report reflecting the previous week's business. Previous week is defined as Sunday through Saturday Required Delivery Date (RDD) orders.

PRIME VENDOR SOUTH WEST ASIA

SOW- SPECIAL CONTRACT REQUIREMENTS (continued)

3. The Monthly and Weekly fill rate reports should specify fill rates grouped by contract/catalog number(s) (if applicable), DODAAC (first six positions of the purchase order) and purchase order number. The date range of the report shall be based on the customer's RDD for the previous week as defined in para 2 above.

The report shall contain all orders for the specified time period, as well as, a worksheet summary roll-up report tab which captures all contract/catalog numbers combined. The summary shall contain the following information:

- a. Overall fill rate based on cases
 - b. Overall non-catch weight fill rate based on cases
 - c. Overall catch weight fill rate based on cases
 - d. Overall catch weight fill rate based on pounds
 - e. Purchase orders shall be grouped by DODAAC. Within each DODAAC sort fill rates by purchase order number
4. Overall discrepancy report shall only include purchase orders that contain less than 100% fill rate and reason code for discrepancy.
5. The contractor shall submit a separate discrepancy spreadsheet containing a list of Government authorized and verifiable fill rate exceptions using acceptable codes outlined below:

FILL RATE EXCEPTIONS:

- A: STORES Receipt Data Out of Date**
- B: STORES Catalog Problem, PRF Incorrect
- C: STORES Catalog Problem, Catch Weight Item Pkg Data Incorrect
- D: Monthly Item Demand Exceeds Average Demand By $\geq 300\%$
- E: Newly Cataloged Item/Insufficient Time for Vendor to Procure**
- F: Low Shelf Life Item Frequent Restocking Required**
- G: Customer Cancelled Item Without Using STORES.
- H: Customer Based Order Qty on Incorrect Unit of Issue
- I: DLA Troop Support Demand Forecast Problem
- J: Special Order Item**
- K: Item Being Phased Out
- L: Customer Ordered Wrong Item
- M: Customer Ordered Incorrect Quantity for Catch Weight Items*
- Z: Other, Not Listed***

*Note: When using exception M, the fill rate should be calculated as outline above regardless of the fill rate percentage, i.e., 30 lbs accepted / 20 lbs ordered = 150%. Using this code will explain why the fill rate is over 100%.

**Note: Not Applicable in OCONUS.

***Note: Column Z is to be used for other Exceptions not listed, for example: DTS Delays, NIS Waivers etc. and must be explained in a separate Word document.

PRIME VENDOR SOUTH WEST ASIA

SOW- SPECIAL CONTRACT REQUIREMENTS (continued)

- B. Monthly Descending Unit Volume & Dollar Value Report: Product line item sales, sorted by total cost; each quantity and dollar value should be based on the items unit of issue; and each report should contain, at a minimum the DLA Troop Support stock number, item description, unit of issue, quantity ordered, distribution price category, product price, distribution price, unit price and total cost. Dollar amounts will be totaled.
- C. Monthly Product Line Item Rejection Report: Product line items rejected, sorted by item description; each report should contain, at a minimum the purchase order number, line item number, DLA Troop Support stock number, item description, unit of issue, number of units rejected and dollar value of units rejected. The monthly report must contain a summary sheet that identifies the quantity and value of items shipped, received, and rejected by product category; i.e., prime vendor, government furnished material, local market ready or fresh fruits and vegetables. Dollar amounts should be subtotaled by product category and totaled overall.
- D. Monthly Small Business Subcontracting Report:
1. List products manufactured and/or supplied by small business, small disadvantaged businesses, women-owned small businesses, Veteran Owned Small Business, Service Disabled Veteran Owned Small Business, Hub Zones, and National Institute for the Blind/National Institute for the Severely Handicapped (NIB/NISH)/AbilityOne. This should be sorted by manufacturer/supplier and include quantity and dollar value. Note: This report is for direct subcontracts for products supplied to customers. This report is not to include indirect costs. NOTE: The SBA must certify SDB and HUB Zone businesses.
 2. A summary page of the report shall also be submitted which highlights the total dollars and percentages for each category. This information is very important since DLA Troop Support is required to report its success in meeting these goals to the Defense Logistics Agency (DLA). Also requested, but not required since DLA does not mandate that these goals be reported, is a listing of products supplied and/or manufactured by UNICOR, Service Disabled Veteran Own Businesses (SDVOB), Labor Surplus Areas, Historically Black Colleges or Universities and Minority Institutions.
- E. Monthly Customer Service Report: The contractor shall develop and provide a report summarizing all discrepancies, complaints and all positive feedback from ordering activities and the respective resolutions by providing a summary from customer visits.
- F. Monthly Rebate Reports:
1. General Rebates - The contractor shall provide a monthly report identifying any and all discounts, rebates, allowances or other similar economic incentives or benefits received by the contractor, and the amount passed on to the Government. The contractor must indicate the type of discounts, rebates, allowances or other similar economic incentives or benefits received by the contractor whether they are being passed on to the Government customers consistent with its business proposal, whether they are of limited or special duration, and the amount that has been passed on to the Government, in the form of an upfront price reduction.

PRIME VENDOR SOUTH WEST ASIA

SOW- SPECIAL CONTRACT REQUIREMENTS (continued)

2. NAPA Report: This report should summarize the savings passed along to the customers in the form of deviated allowances realized as a result of utilizing the NAPA's. List each customer, the NAPA amount, the manufacturer/broker name, and quantity ordered. NAPA figures should be listed per customer, per contract and per manufacturer.
 3. Food Show Rebates Report - This report should show a detailed break out of all savings received at your Food Show. This report is not a monthly requirement, but is based on the timing of your Food Show. List each customer, the Food Show amount, the manufacturer/broker name, and quantity ordered. Food Show Rebates should be listed per customer, per contract, and per manufacturer. The total should be per customer and per contract.
- G. Monthly Cancellation Report: Order cancellations sorted by order date; each line to contain at a minimum: Purchase order number, Catalog number; DODAAC, Order Date, Ship Date, Originally scheduled delivery date, Order dollar value, Call number, Item Count, and Reason for Cancellation.
- H. Monthly/Weekly Product Line Item Not-In-Stock Report: This report will be sorted by the date the order was placed, line item, number of units ordered, number of units received, total dollar amount of units ordered and total dollar amount of units not received. Dollar amounts will be subtotaled by product category and total overall.
- I. Monthly Asset Visibility Report: Product line item demand quantities, assets on-hand, at port, in the pipeline and on order. The vendor needs to be able to present real time asset visibility of their entire inventory. At a minimum the vendor will be required to submit this report once a month, but there may be instances when the vendor will be required to submit this report on a weekly or daily basis. Government Furnished Material (GFM) must be reported separate from non-GFM per OCONUS warehouse and support region.
- J. Monthly Slow Moving Item Report: The report should list underperforming (items not meeting monthly 10 case order minimum) or inactive items by NSN, name, customer ordering the item, quantity on-hand and remaining shelf life. This report must also include all items with 30, 60, and 90 days of remaining shelf life.
- K. Weekly Container Report: Every week, the vendor will submit a report of containers leaving CONUS to arrive at the PV's OCONUS facility(ies). A sample will be provided post-award.
- L. Monthly Vendor Catalog Report: (To be submitted with each catalog update) – Sorted by Item Description; each line to contain at a minimum: DLA Troop Support stock number, item description, product price, normal distribution price, unit price, premium distribution price, purchase ratio factor numerator, unit of issue, item category, item category unit of measure, and the area supported.

PRIME VENDOR SOUTH WEST ASIA**SOW- SPECIAL CONTRACT REQUIREMENTS (continued)**

- M. Upon occurrence - Conviction Report: Contractor shall perform continual reviews throughout the contract period to ensure that no employee, who has been convicted in the United States court of a crime committed against a host country national, may work in performance of the contract. If found, employee will be immediately removed from working on the contract and replaced with a suitable employee based upon the contractors hiring procedures at no disruption in contract performance. Negative reports are required on a quarterly basis on the 1st day of each quarter.
- N. Financial Status Report (upon request): In order to ensure timely payments, a summarized accounts receivable and/or a “days of outstanding sales” shall be submitted on a monthly basis. The report will be categorized by time periods and sorted further by customer. If problems should occur, a detailed listing by invoice number/call number will be requested. However, it is suggested that this report contain as much information as possible to alleviate problems immediately.
- O. Monthly Category Report: The report will list all items currently cataloged by the PV to show the distribution category product is on.

III. CATALOG ORDER GUIDE

The contractor shall provide a catalog order guide, with descriptions and pack sizes, to each of the customers serviced under this contract. At a minimum, the order guide should list the DLA Troop Support Stock Number, DLA Troop Support Unit of Issue, the contractor’s part number, and the brand of each item.

PRIME VENDOR SOUTH WEST ASIA

FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JUN 2008)

Note: 52.212-1, Instructions to Offerors—Commercial Items (JUN 2008) is incorporated in this solicitation by reference.

ADDENDUM TO FAR 52.212-1

The following paragraphs of 52.212-1 are amended as indicated below:

1. Paragraph (b), *Submission of Offers*.

Facsimile offers are NOT authorized for this solicitation.

Facsimile offers are authorized for this solicitation. Facsimile offers that fail to furnish required representations, or information, or that reject any of the terms, conditions and provisions of the solicitations, may be excluded from consideration. Facsimile offers must contain the required signatures. The Government reserves the right to make award solely on the facsimile offer. However, if requested to do so by the Contracting Officer, the apparently successful offeror agrees to promptly submit the complete original signed proposal. The Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer.

2. Period for Acceptance of Offers (Paragraph c).

Period of acceptance is 240 days from the date specified for receipt of offers (initial or revised, whichever is later).

3. Multiple Offers (Paragraph e).

Alternative commercial items may not be considered for award on this acquisition; however, a combined proposal will be given an overall rating based on the evaluation factors included in the solicitation under the addendum to FAR Clause 52.212-2. The evaluated price for both zones will also be calculated in accordance with FAR Clause 52.212-2 and its addendum. A best value tradeoff evaluation will then be made against the apparent single best value offer for each individual zone. The best value offer for zone 1 and the best value offer for zone 2 will be combined together to get one technical score and evaluated price. That technical score and evaluated price will then be compared to the combined proposal to determine the best value tradeoff.

PRIME VENDOR SOUTH WEST ASIA**ADDENDUM TO FAR 52.212-1 (continued)****4. Late submissions, modifications, revisions, and withdrawals of offers (Paragraph f).**

Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and:

It was sent by mail or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after the receipt at the Government installation.

It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals.

If there is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

Any modification or revision of a proposal or response to requested information, including any final proposal revision, is subject to the same conditions indicated above.

Proposals may be withdrawn by written notice (including facsimile) received at any time before award.

5. Contract Award (Paragraph g).

If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

AWARD DETAILS

It is the intent of the Government to make two awards, one contract for Zone 1 and one contract for Zone II. Each Zone will be independently evaluated for best value. Therefore, a single offeror will be eligible to receive two awards, one contract for Zone I and one contract for Zone II should evaluation of offers indicate one offeror is capable of servicing both zones. In the event that an offeror submits a combined proposal it will be given an overall rating based on the evaluation factors included in the solicitation under the addendum to FAR Clause 52.212-2. The evaluated price for both zones will also be calculated in accordance with FAR Clause 52.212-2 and its addendum. A best value tradeoff evaluation will then be made against the apparent single best value offer for each individual zone. The best value offer for zone 1 and the best value offer for zone 2 will be combined together to get one technical score and evaluated price. That technical score and evaluated price will then be compared to the combined proposal to determine the best value tradeoff.

PRIME VENDOR SOUTH WEST ASIA

ADDENDUM TO FAR 52.212-1 (continued)**6. Proposal Factors**

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other non-price factors considered. The following technical and price factors shall be used to evaluate offers:

TECHNICAL PROPOSAL (NON-PRICE FACTORS)

I. Distribution System Capability/Quality Assurance

(Sub factors are of equal importance)

- A. Location and Capacity
- B. Resource Availability
- C. Airlift Experience
- D. Quality Control Assurance & Warehouse Procedures
- E. Inspection & Sanitation Procedures
- F. Supplier Selection Procedures
- G. Food Defense
- H. Surge and Sustainment Capability

II. Experience/Past Performance

(Subfactors A and B are of equal importance to each other and Subfactors C and D are of equal importance to each other. Subfactors A and B are more important than Subfactors C and D. Within the Experience subfactor, element 1 (Size and Complexity) is of greater importance than element 2 (Key Personnel))

- A. Experience
- B. Past Performance
- C. Socioeconomic Considerations
- D. Ability One (formerly JWOD) Support

III. Customer Support/Product Availability

(Sub factors are of equal importance)

- A. Customer Service Approach
- B. Product Sourcing
- C. Ordering System

IV. Socioeconomic Considerations

V. Ability One (formerly JWOD) Support

PRIME VENDOR SOUTH WEST ASIA

ADDENDUM TO FAR 52.212-1 (continued)

VI. DLA Mentoring Business Agreement (MBA)

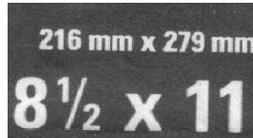
BUSINESS PROPOSAL/PRICING (PRICE FACTORS)

- I. Aggregate Distribution Price
- II. Weighted Aggregate Product Price

7. Proposal Preparation

- (i) All information is to be submitted in writing. All written offerors need to be submitted

On 8.5in x 11in Standard Paper. See Below:



We do not anticipate the use of site visits, however the government reserves the right to send a team of personnel to any proposed vendor facility in order to confirm information contained within an offeror’s submission. The technical and business proposals/pricing are required to be submitted in writing and must be prepared separately in the quantities shown below. These documents shall be separately bound and shall not be combined. Proposals that do not provide the required information in the prescribed format may be excluded from further consideration.

<u>WRITTEN VOLUME</u>	<u>VOLUME TITLE</u>	<u>NO. OF COPIES</u>
I	Technical Proposal	6
II	Business Proposal/Pricing	2
*	Socio Economic	2
**	Surge and Sustainment	2

PRIME VENDOR SOUTH WEST ASIA

ADDENDUM TO FAR 52.212-1 (continued)

<u>Electronic Copy</u>	<u>TITLE</u>	<u>NO. OF COPIES</u>
I	Technical Proposal	2
II	Business Proposal/Pricing	2
III	Schedule of Items	2

(ii) Evaluations for each volume of the proposal will be performed exclusive of one another. Therefore, the Technical Proposal shall contain no reference to pricing data contained in the Business Proposal. Conversely, the Business Proposal should not address information requested under an element listed as a technical factor. Pricing information shall only be contained in Volume II. *Socio Economic listed above should contain just Socio-Economic Information. The Socio- Economic information still needs to be included in Volume I of the Technical Proposal. **Surge and Sustainment listed above should contain just the Surge and Sustainment information. The Surge and Sustainment information still needs to be included in Volume I of the Technical Proposal. Each volume shall be put in binders separately and labeled appropriately.

(iii) All offerors must submit invoicing in binders as follows:

a. Zone 1

- i. Binder #1 Invoices For Items (1 – 200)
- ii. Binder #2 Invoices For Items (201 – 400)
- iii. Binder #3 Invoices For Items (401 – 600)
- iv. Binder #4 Invoices For Items (601 – 800)
- v. Binder #5 Invoices For Items (801 – 1000)
- vi. Binder #6 Invoices For Items (1001 – 1200)
- vii. Binder #7 Invoices For Items (1201 – 1400)
- viii. Binder #8 Invoices For Items (1401 – 1549)

b. Zone 2

- i. Binder #1 Invoices For Items (1 – 200)
- ii. Binder #2 Invoices For Items (201 – 400)
- iii. Binder #3 Invoices For Items (401 – 600)
- iv. Binder #4 Invoices For Items (601 – 800)
- v. Binder #5 Invoices For Items (801 – 1000)
- vi. Binder #6 Invoices For Items (1001 – 1214)

PRIME VENDOR SOUTH WEST ASIA

ADDENDUM TO FAR 52.212-1 (continued)

(iv) Unless otherwise stated, the technical proposal, business proposal, and other required documents must all be submitted by the date and time specified for the receipt of proposals or as amended, if applicable.

(v) A SIGNED and COMPLETED SOLICITATION must accompany the technical and business proposal in its entirety. Make sure all fill-ins and clauses that require a response are completed. The solicitation is available on the DLA Troop Support web site: www.dscp.dla.mil/subs/pv/regions/mideast/pvmideast.asp.

(vi) Offerors may provide additional technical information that will enhance the proposal; however, overly elaborate proposals that contain information not pertinent to this acquisition are not desired. Failure to provide the information requested may render the proposal unacceptable and may lead to a rejection of the offer.

(vii) The Government reserves the right to verify any information presented in the Technical and Business Proposals. Site visits to assess the accuracy of the information provided in an offeror's proposal may be conducted during the evaluation process.

(viii) The written technical proposal must demonstrate the offeror's ability to meet the Government's requirements as set forth in the solicitation. Failure to provide information as requested in any of the technical factors identified herein may be considered a "no response" and may not be ratable or may warrant a "Poor" rating for the applicable factor, sub-factor, element or sub-element.

In order to receive full consideration, firms are encouraged to ensure that the information provided in the Technical Proposal is factual and complete. To ensure that an accurate evaluation of the proposal is made, **please address the factors in the order in which they appear in the solicitation.** Failure to do so may result in the Technical Evaluation Panel overlooking important information.

Firms should prepare proposals and address elements in the same order as presented in the solicitation to facilitate the Government's review and evaluation of your proposal. Continuation sheets shall clearly identify the solicitation number and the offeror's name on each page.

To be considered acceptable, the technical proposal must provide, at a minimum, the information requested in the section entitled Submission Requirement – Technical Proposal – Volume I.

(ix) In the Business Proposal, the offeror is required to furnish limited pricing information as outlined in the solicitation section entitled Submission Requirement – Business Proposal/Pricing – Volume II. To be acceptable, the firm's pricing must be complete, fair, and reasonable.

The Business Proposal Schedule of Items product prices are used for evaluation purposes; but, the schedule of items will also become part of the catalog. Final negotiated prices shall become the baseline catalog prices at the time of the first order and shall be reflective of these prices at the time of first order. These prices then are permitted to be adjusted in accordance with the Economic Price Adjustment provisions in DLAD 52.216-9065.

PRIME VENDOR SOUTH WEST ASIA

ADDENDUM TO FAR 52.212-1 (continued)

Attached here for ease of reference is a matrix showing where in the instructions to offerors section as well as the evaluation section of this solicitation that each technical factor can be found.

Technical Evaluation Matrix

Technical Evaluation Factor/Sub factor	Location in Instructions to Offerors Section	Location in Evaluation Section
	<u>Page #</u>	<u>Page #</u>
I DISTRIBUTION SYSTEM CAPABILITY/QUALITY ASSURANCE	162	183
(Sub factors are of equal importance)		
A. Location and Capacity	162	183
B. Resource Availability	163	183
C. Airlift Experience	163	184
D. Quality Control, Assurance and Warehouse Procedures	163	184
E. Inspection and Sanitation Procedures	164	184
F. Supplier Selection Procedures	164	184
G. Food Defense	165	184
H. Surge and Sustainment Capability	165	184
II EXPERIENCE/PAST PERFORMANCE	166	185
(Sub factors A and B are of equal importance to each other and Sub factors C and D are of equal importance to each other. Sub factors A and B are more important than Sub factors C and D. Within the Experience sub factor, element 1 (Size and Complexity) is of greater importance than element 2 (Key Personnel))		
A. Experience	166 & 167	185
B. Past Performance	166 & 167	185
C. Socioeconomic Considerations	168	186
D. Ability One Support	168	186
III CUSTOMER SUPPORT/PRODUCT AVAILABILITY	168	186
(Sub factors are of equal importance)		
A. Customer Service Approach	168	186
B. Product Sourcing	169	187
C. Ordering System	169	187
D. Pipeline	170	187
IV SOCIOECONOMIC CONSIDERATIONS	171	187
V. ABILITY ONE SUPPORT	173	187
VI. DLA MENTORING AGREEMENT	173	187

PRIME VENDOR SOUTH WEST ASIA

ADDENDUM TO FAR 52.212-1 (continued)**8. Submission Requirement – Technical Proposal – Volume I****(i) Factor I. Distribution-System Capability/Quality Assurance****a. Location and Capacity:**

1. Offeror will identify the location of their OCONUS warehouse(s) and discuss whether they own or lease their facility(ies). If the facility(ies) is leased, provide copies and a detailed account of the nature and duration of any lease arrangement(s).
2. Offeror will discuss in detail any ongoing or proposed construction which will be necessary in support of their platform. Offeror will provide detailed information regarding applicable agreements, contracts, deeds and leases in support of their facility/ies and specific timelines in regards to construction; i.e., groundbreaking through certificate of occupancy. Offeror will clearly address within their proposal whether construction is contingent upon award (to commence upon award announcement) or whether ongoing. If some aspects of construction are ongoing, while others are contingent, this must be clearly differentiated; i.e., groundbreaking will be 01 May 10 irrespective OR groundbreaking will be 01 May 10 IF award is made by 02 Apr 10. Real-time dates should be supplied and milestones already achieved should be highlighted. Photographs and diagrams should be provided and properly labeled.
3. It is estimated that 4,000 American sized pallet spaces (48 x 40 inches) will be required to meet the solicitation requirements for Zone 1 and that 5,500 American sized pallet spaces (48 x 40 inches) will be required to meet the solicitation requirements for Zone 2. These estimates were developed using current contract data. Therefore for each OCONUS warehouse location, the offeror must provide total warehouse capacity (ambient, chill and freeze), firm's open warehouse capacity (to include pick slots and reserve slots), and layout, in terms of pallet locations as it relates to the volume of this contract.
4. For each OCONUS warehouse location, the offeror must discuss their available yard space for staging of outbound product and their capability to ship and receive simultaneously (include the number of doors available for shipping and receiving).

PRIME VENDOR SOUTH WEST ASIA

ADDENDUM TO FAR 52.212-1 (continued)**b. Resource Availability:**

1. The offeror must provide a detailed list including quantity, size, type and location of distribution equipment resources (i.e. number and type of trucks, owned/leased, etc.). The offeror will discuss whether additional equipment/resources will be required to handle the proposed contract. Note: One refrigerated Equivalent Unit (FEU) truck is determined by a combined tractor head and reefer. One dry truck is determined by a combined tractor head and dry bed.
2. The offeror will discuss their intended method and the lead-time required if they would need to acquire additional equipment.
3. The offeror will provide a detailed plan for maintaining and servicing vehicles and equipment to include the number and experience of personnel.

c. Airlift Experience:

1. The offeror will discuss their experience and ability to execute airlifts to meet requirements that cannot be fulfilled by traditional means (trucks) due to time constraints. The offeror will discuss the working arrangement they have in place with a commercial air source that can be ready to deliver on a moment's notice to different regions of the area.
2. The offeror will discuss their experience and ability to obtain and store an adequate amount of dry ice, wet ice and tri-walls (chill, freeze, and dry) in reefers or refrigerated facilities to ensure product integrity until such time as the flight schedule is confirmed.

d. Quality Control Assurance and Warehouse Procedures:

1. Offeror will discuss the quality control procedures to be used under proposed contract. Include in your discussion procedures used during receipt, storage and out bound movement of product. Include a discussion on your inventory control systems and level of automation (include reserve inventory and/or let down control procedures). Include in the discussion the procedures used to control shelf life and proper shelf life dating for normally inventoried items Discuss the procedures and methods used to ensure the correct open "Date of Pack" is used on case labels. Discuss what procedures will be used to meet the "minimum shelf-life remaining" requirements of the various items.
2. Discuss the inventory rotation methods used by your firm, your monitoring procedures, the methodology followed in identification and correction of discrepancies in inventory management and order preparation. Discuss average time from date of product manufacture to receipt in your OCONUS warehouse location.
3. Identify key personnel responsible for ensuring quality procedures are monitored.

PRIME VENDOR SOUTH WEST ASIA**ADDENDUM TO FAR 52.212-1 (continued)****e. Inspection and Sanitation Procedures**

1. Offeror must discuss the inspection procedures employed to guarantee the movement of quality products. Include the frequency, type, and amount of inspection; product characteristics to be inspected (include standards used to inspect, e.g. temperatures); criteria for approving and rejecting products; criteria for removal of product from inventory; record for documenting inspection results; and the method for identifying the inspection status of approved and rejected product.
2. The offeror will discuss and/or demonstrate related warehouse, temperature, and humidity controls. Offerors shall submit this information for OCONUS locations.
3. Offeror will describe the Sanitary Control Procedures and Stored Products Pest Management Program used by your firm to ensure that sanitation and warehousing practices are in accordance with acceptable industry standards. Offeror will describe their in-house program, scheduling of duties and inspection procedures. For Contract Services/third party audits include the frequency of service, service provided and monitoring procedures. Offerors will furnish copies of the most recent inspection reports to include sanitation audit reports from Veterinary Inspectors (partnership/teaming effort requires report for each individual site).

f. Supplier Selection Procedures

1. Offeror will discuss your firm's policies, procedures and criteria used for selecting quality suppliers and the processes used by your firm to ensure competition and to purchase products of consistent high quality at the best price with minimal variation on product appearance, grade, yield, taste, texture. Include how potential suppliers are evaluated, what criteria is used, how the results of the evaluation are documented, and if suppliers are evaluated differently. Is the evaluation process formal or informal? Discuss the methods used by your firm to ensure that standardized product quality will be maintained when products are acquired from various suppliers. Note: This information is required to be supplied even if the function is performed at the corporate level.

PRIME VENDOR SOUTH WEST ASIA**ADDENDUM TO FAR 52.212-1 (continued)****g. Food Defense:**

1. Offeror will discuss their quality control procedures as it relates to ensuring that product entering, holding at and departing their facility is safe for customer consumption. Offerors will discuss how they ensure that cases, bags, etc. are intact and demonstrate no evidence of tampering.
2. Offeror will discuss how they ensure that all incoming truck drivers provide adequate identification upon request, how they ensure that drivers and visitors are properly identified and only have access to appropriate areas. Offeror will discuss how procedures for storing product adequately control access to eliminate any possibility of product adulteration. Offeror will discuss their procedure regarding security seals. Offeror will discuss their procedure regarding communication devices for drivers.
3. Offeror will discuss the lighting, security camera conditions, fencing and locking devices at their facility. Offerors will discuss their security personnel procedures to include use of check-lists, logs and reports. Offeror will discuss how they ensure that employee background checks are up to date.
4. Offeror will discuss their overall organizational corporate security plan and whether private security firms are required to assess or reduce risk.

h. Surge and Sustainment Capability:**A. Facility Support**

1. For each OCONUS warehouse location, the offeror must provide that the facility support described in Sub factor A (Location and Capacity) or access to additional facility resources are available to meet the surge requirements identified in Surge and Sustainment under the Deliveries and Performance Section of the Statement of Work.
2. With regards to Surge and Sustainment for each OCONUS warehouse location, the offeror must discuss their available yard space for staging of outbound product and their capability to ship and receive simultaneously.

B. Resource Availability

1. The offeror must demonstrate that the resource availability described in Sub factor B (Resource Availability) or access to additional resources are available to meet surge requirements identified in Surge and Sustainment under the Deliveries and Performance Section of the Statement of Work.
2. The offeror will demonstrate their intended method and the lead-time required if they would need to acquire additional equipment to meet Surge and Sustainment requirements.

PRIME VENDOR SOUTH WEST ASIA

ADDENDUM TO FAR 52.212-1 (continued)

C. Supply Chain management

1. The offeror must submit specific evidence of written agreements with suppliers and service providers to assist in meeting increased surge requirements.

(ii) Factor II – Experience/Past Performance

For purposes of evaluation only, offerors that are proposing a joint venture, partnership or a teaming approach should provide experience and past performance information on EACH team member of the party or the joint venture or partnership including proportional allocation of performance duties (i.e., when each of these entities acted alone or as members of other teams/joint ventures). However, the most relevant experience and past performance data, and that which will receive the most credit, is the information directly related to the offering entity. Additionally, offerors should provide documentation of any joint venture that exists. You may also provide information related to key subcontractors, parent corporations, or other affiliates that will perform essential functions of the contract.

A. Provide the following information:

1. Provide a brief performance record of your five (5) highest dollar value or most comparable Prime Vendor/ Regular dealer contracts, for the prime contractor and major subcontractors for, the period from the most recent 12 month period preceding the solicitation issue date (the “selected contracts”), whether they are commercial or Government contracts with similar size (85%-100%), and complexity (e.g. dollar value, number of delivery stops, number of delivery orders, etc.) of requirements as those found in this solicitation. Contracts of greater size and complexity will be viewed more favorably, while contracts of smaller size and complexity that found in the this solicitation will be viewed less favorably. Specify which contracts you consider to be the most successful and why. Describe which contracts, if any, you consider to be similar in size and/or complexity to the solicited requirements. Include any problems that you have encountered during the performance of the respective contracts and what steps were taken to resolve the problems, along with their resolutions. Address the following for each of the contracts:
 - i. Distribution facility & location
 - ii. Contract/Account identifier
 - iii. Contracting Officer, if federal Government contract
 - iv. Annual Dollar Value;
 - v. Length of time that the account has been serviced;
 - vi. Fill rate, listed monthly for the most recent 12 month period preceding the solicitation issue date, with and without substitutions;
 - vii. Number of customer delivery points (stops);
 - viii. Average number of delivery stops made per week;
 - ix. Number of line items/SKUs on the ordering catalog;
 - x. Average number of orders placed per week;

PRIME VENDOR SOUTH WEST ASIA**ADDENDUM TO FAR 52.212-1 (continued)**

- xi. Average order dollar value;
- xii. Average total number of order line items per week;
- xiii. Points of contact (Name, E-mail address and Phone number);
- xiv. Problems/resolutions

2. An organizational/management chart of the firm(s) that will identify key personnel who are responsible for the day-to-day management, and overall success, of the Prime Vendor program. Please do not submit corporate charts, unless the people listed are directly involved in the performance of the proposed contract. Identify the key personnel, or the positions of personnel to be assigned, who will be key to the day to day management, and overall success of the Prime Vendor program. Discuss your key personnel's experience with Prime Vendor and/or Government contracts and/or discuss your key personnel's experience with commercial food accounts. Multiple upper management who are involved in daily operations will be rated more favorably.

B. If an offeror has had any Government contracts, including, but not limited to any of its top five (5) selected contracts, the offeror must submit information regarding its performance against socioeconomic (i.e., Small Business) and Ability One Support goals as part of its past performance information. Furnish the following information for all Government contracts:

- i. Contracting Agency
- ii. Contract Number
- iii. Contracting Officer (Name, E-mail address and Phone number)
- iv. Total Contract Dollar Value

PRIME VENDOR SOUTH WEST ASIA

ADDENDUM TO FAR 52.212-1 (continued)

v. Socioeconomic performance, to include *subcontracting goals and actual socioeconomic subcontracting numbers for the most recent 12 month period preceding the solicitation issue date;

vi. Ability One (formerly JWOD) performance, to include goals, as a percentage of total contract dollar value, and actual Ability One (formerly JWOD) numbers for the most recent 12 month period preceding the solicitation issue date;

*Subcontracting goals, as a percentage of total contract dollar value, that were subcontracted to small, small disadvantaged, women-owned, veteran-owned, service-disabled veteran-owned and HubZone small business concerns.

Note: If an offeror has not had any contracts that contain socioeconomic/Ability One (formerly JWOD) requirements, the offeror should include a statement to that effect and an explanation why that is the case.

(iii) Factor III – Customer Support/Product Availability**a. Customer Service Approach:**

1. Offeror will explain their customer service strategy and explain their customer service function and focus. Does your firm chart your company's customer satisfaction? If so, how? Offeror will explain how their customer service representative(s) will ensure that all the customers' needs are accommodated. Also, indicate the number of visits planned, and what value added services the customer representatives will perform. Discuss the procedures (and authority, if applicable) followed by the customer service representative regarding the identification and correction of discrepancies and resolution of customer complaints at the customers level (i.e. not-in-house quality control).
2. Offeror will describe the system used to track deliveries to ensure that requirements are met and accuracy of orders. Offeror will discuss how deviations from the original order, such as cancellations or quantity changes, will be processed. Include time lines in which deviation to order quantity and/or cancellations will be accepted. Offeror will discuss their ability to meet routine and shorter lead time emergency delivery requirements in respect to delivery time frames.

PRIME VENDOR SOUTH WEST ASIA

ADDENDUM TO FAR 52.212-1 (continued)b. Product Sourcing:

1. Offeror is expected to be able to provide all of the items in the most current catalog which consists of the "Schedule of Items," see attachments 2 and 4 (to include sheets a, b, and c). The inability to furnish all items may affect the offeror's overall rating. Offeror also must discuss how they will ensure that all items supplied will be from an approved source.
2. For all items in the "schedule of Items" that are an identical match, offeror must so state. If a product priced in the business proposal is not an "identical match" to the item we requested, the product technical description (specification) of the item the firm is offering must be provided. The technical description must contain sufficient detail to determine the product's salient characteristics for comparison to that solicited in the schedule of items. Offeror shall label the technical description with the item number and its corresponding NSN/LSN, for identification purposes. "Pack size" changes must be identified for customer acceptance and price evaluation purposes only.

c. Ordering System:

Offeror is required to submit up to five (5) company names, company point of contacts (name, e-mail address and phone number) that they are currently supporting/ servicing through electronic data interchange. It is a requirement of the solicitation that the Prime Vendor be required to interface with the Government's established translation package, STORES and support the Electronic Data Interchange transaction sets listed in the solicitation. Any offerors who is not currently supporting customers through EDI, must submit a plan which describes how they intend to become EDI ready.

Addendum to FAR 52.212-1 (continued)d. Pipeline:

The offeror shall list CONUS and OCONUS “Distribution Points” or “Places of Performance” (company name, address, and function) that will directly support the proposed customers. Warehouses functioning as backups should be designated as such. The offeror shall also provide the following:

1. The offeror must provide the quantity of pallets they will be able to provide from place of performance to port of debarkation.
2. The offeror must provide the quantity of pallets they will be able to provide on the water.
3. The offeror must provide the quantity of pallets they will be able to provide from port of embarkation to place of performance.
4. The offeror must provide the quantity of pallets they will be able hold in inventory.

PRIME VENDOR SOUTH WEST ASIA

Addendum to FAR 52.212-1 (continued)

(iv) Factor IV. Socioeconomic Considerations

Both large and small business offerors must indicate what portion of the proposal will be subcontracted to Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), and HUBZone Small Business (HZSB) concerns in terms of percentages and total dollars. The percentage shall be formulated using the total to be subcontracted as the divisor. The offeror must describe the proposed SB, SDB, WOSB, VOSB, SDVOSB, and HZSB concerns' participation in the performance of this contract at the contractor, subcontractor, and product supplier levels. These figures shall pertain to the proposed acquisition only. These figures shall represent what percentage/dollar value of products to be supplied under this contract by a SB, SDB, WOSB, VOSB, SDVOSB, and HZSB manufacturer or distributor.

a. Socioeconomic Goals

- i. Under socioeconomic goals, and subsequent management reports, offerors are to submit figures based on direct subcontracts for items that would be supplied under contract. No direct costs for equipment or services are to be included.
- ii. The offeror shall describe the proposed extent of SB, SDB, VOSB, SDVOSB, and HZSB participation in the performance of the contract at the contractor, subcontractor and product supplier level. In addition, firms shall also state whether they are a LARGE or SMALL or FOREIGN food service distributor. A U.S. small firm is defined as having less than an average of 500 employees and must not be a subsidiary or division of a large company/corporation. The following is the preferred format for the submission of proposed socioeconomic data. Separate subcontracting goals must be submitted for each proposed contract.

	Dollar	Percent
1. Total Contract Price	\$ _____	<u>100%</u>
2. Total to be Subcontracted:	\$ _____	_____
a. To Large Business:	\$ _____	_____
b. To Small Business: (Total Small)	\$ _____	_____
1. SDB	\$ _____	_____
2. WOSB	\$ _____	_____
3. VOSB	\$ _____	_____
4. SDVOSB	\$ _____	_____
5. HZSB	\$ _____	_____
6. OTHER SB	\$ _____	_____

PRIME VENDOR SOUTH WEST ASIA

ADDENDUM TO FAR 52.212-1 (continued)

Notes: 1) When calculating figures for socioeconomic goals, the business size of the manufacturer is to be considered, NOT the business size of the broker/agent that may have supplied the product to the distributor. 2) If the offeror is a Small, Small Disadvantaged, Veteran Owned, Small Service Disable Veteran Owned, Small Women Owned Small or HUBZone Small Business, the offeror may NOT include its “cost of doing business” as part of the subcontracting goals proposed for this acquisition. 3) Offerors that are Small Business will receive additional credit under this factor for evaluation purposes. 4) Performance on prior contracts in subcontracting with and assisting Small, Small Disadvantaged, Women Owned Small and HUBZone Small Business will be part of past performance evaluation.

- iii. The offeror shall describe the efforts it will make to ensure that SB, SDB, WOSB, VOSB, SDVOSB, and HZSB concerns will have an equitable opportunity to compete for subcontracts or as product suppliers on this acquisition.
- iv. The offeror shall describe its willingness and any plans it has to develop additional opportunities for SB, SDB, WOSB, VOSB, SDVOSB, and HZSB concerns. The offeror must furthermore identify the employee(s) responsible for ensuring that an equitable opportunity is afforded to the SB, SDB, WOSB, VOSB, SDVOSB, and HZSB firms to compete for contracts or supplier selection.
- v. The offeror must indicate what percentage of its available subcontracting (or supplier utilization) dollars is allocated to small business concerns. Included in this percentage range is an estimated total subcontracting allocation to SB, SDB, WOSB, VOSB, SDVOSB, and HZSB concerns.
- vi. The offeror shall be required to cooperate in studies or surveys in order to allow the Government to determine the extent of subcontracting opportunities identified for this acquisition.
- vii. The offeror is to demonstrate knowledge of, and more preferably a working relationship with local, state, and/or federal organizations whose mission it is to promote Small Business, Small Disadvantaged Business, Woman Owned Small Business, Service Disabled Veteran Owned Small Business, Veteran Owned Small Business, and HUB Zone Small Business.

Note: Large business offerors are required to submit the Small, HUBZone Small, Small Disadvantaged Business, Veteran Owned Small Business, Service Disable Veteran Owned Small Business, and Women Owned Small Business Subcontracting plan information as required by Clause 52.219-9, “Small Business Subcontracting Plan” in addition to the information that is a requirement of this section of the proposal. The subcontracting plan required by the FAR clause can incorporate all costs, direct and indirect, associated with this proposal. If an individual contract Subcontracting Plan is submitted, the plan must contain separate Small, HUBZone Small, Small Disadvantaged, Veteran Owned Small Business, Service Disabled Veteran Owned Small Business and Women Owned Small Business subcontracting percentages and dollar levels for the base year as well as each option year.

PRIME VENDOR SOUTH WEST ASIA

ADDENDUM TO FAR 52.212-1 (continued)**(v) Factor V. Ability One Support**

a. The offeror must provide the following:

1. A description of the efforts your company will make to assure that Ability One qualified nonprofit agencies for the blind or other severely disabled will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and proposed range of services, supplies, and any other support that will be provided to you by Ability One concerns. Include specific names of such subcontractors, to the extent they are known.
2. Describe any future plans your company has for developing additional subcontracting possibilities for Ability One (formerly JWOD) entities, or ways in which these entities could be partnered with other business and agencies in opportunities to diversify revenue production during the contract period.
3. Specify what portion of your proposal, **as a percentage of dollars**, will be subcontracted to Ability One (formerly JWOD) entities.
4. Progress reports in reference to your subcontracting efforts with Ability One (formerly JWOD) activities will be submitted to the Contracting Officer as part of your monthly socioeconomic report. Provide the name and title of the individual principally responsible for ensuring company support to such entities (generally, this is the individual responsible for subcontracting with Small, Small Disadvantaged, and Women Owned Small business, etc.).

(vi) Factor VI. DLA Mentoring Business Agreement

- A. The DLA MBA Program was designed for prime contractors to provide developmental assistance to small business, small disadvantaged business, and women-owned small business concerns for value-added services and/or products. Prime contractors may also mentor Ability One qualified nonprofit agencies for the blind and other severely disabled that have been approved by the Committee for Purchase from People Who Are Blind or Severely Disabled under the JWOD Act.
- B. DLA MBA's encourage participation and growth opportunities for small, small disadvantaged, women-owned small business concerns or Ability One workshop that will participate in carrying out the requirements of the prime contract. *The opportunities must constitute real business growth, which is measurable and meaningful.*
- C. An MBA shall be a written agreement between the prime contractor and the small, small disadvantaged or women-owned small business involved. Mentor will be required to submit periodic progress reports on their agreements. An MBA shall include, at a minimum, the following elements:

1. Participants

Cite the criteria in selecting a firm or firms with whom to mentor. In addition, include the following information with all submissions:

- a) Name, address, and plant location for contract holder and potential SB/SDB/WOSB, HZSB or Ability One participants(s).

PRIME VENDOR SOUTH WEST ASIA**ADDENDUM TO FAR 52.212-1 (continued)**

- b) Point of Contact, job title, and phone number of all personnel involved in the development and oversight of any agreement from both parties.
- c) The number of people employed by the small business, small disadvantaged business, or women-owned small business concern. If the firm is in the service sector, specify its annual average gross revenue for the last three- (3) fiscal periods.

2. Agreement Type

- a) Describe the type of agreement executed by the contract holder and the small business, small disadvantaged business, women-owned small business or JWOD (Ability One) entity. The agreement should state the benefits of the plan for both parties. The Contracting Officer will review the plan to ensure that the agreement will not jeopardize future contract performance. The agreements should clearly define the roles and responsibilities of each party. *Plans that identify new business ventures rather than expansion of existing agreements are preferred.*
- b) DLA MBA Agreements shall specifically identify the areas of developmental assistance (i.e. management/technical) that will be provided. The offeror should provide a discussion of the areas chosen for development/enhancement. Describe the scope of the plan, i.e. whether the plan will be specifically related to the requirements contained in the solicitation or will the plan cover other government and commercial customers.
- c) Offerors shall identify and describe the management control techniques that would be used to insure that contract requirements are met. This should include the record keeping and communication techniques and the methods to be used to control and track performance.

3. Measurements and Reports

- a) Provide milestones for program implementation.
- b) Discuss and describe the measurements/yardsticks that will be utilized to determine if program objectives and goals have been met. Projections of successful program measurements should result in:
 - i. An increase in the dollar value of subcontracts awarded to SB/SDB/WOSB and JWOD (Ability One) workshops under DLA contracts.
 - ii. An improvement in the level of participation in DoD, other federal agencies and commercial contracting opportunities.
- c) Mentors will be required to submit periodic progress reports on their agreements.
- d) Copies of signed MBA's that are currently in place (and will apply to proposed contract) are required to be submitted.

PRIME VENDOR SOUTH WEST ASIA

ADDENDUM TO FAR 52.212-1 (continued)**9. Submission Requirement – Business Proposal/Pricing – Volume II****Factor 1 – Aggregate Distribution Price****Factor 2 – Weighted Aggregate Product Pricing**

To address the above Price Factors, the offeror is required to submit the following information. Elements (i), (ii), and (iii) below must be in writing using attachments 1, 2, 3, and 4 which includes sheets a, b, and c (on CD and a paper copy). Two electronic copies of each CD must be submitted. Elements (iv) and (v) must be in writing using a Microsoft word format.

Note: Please use an Anti-Virus utility to ensure that your CD is virus free before submitting.

- (i). Category/Distribution Prices (attachment 1 for Zone 1 / Attachment 3 for Zone 2)**
- (ii). Item/Product Prices (attachment 2 and 4 which also includes sheets a, b, and c)**
- (iii). Item/Unit Prices (attachment 2 and 4 which also includes sheets a, b, and c)**
- (iv) Option Prices (attachment 1 and attachment 3, also see below format)**
- (v) Discounts, rebates, allowances or other similar economic incentives or benefits given to any other customer**

(i) Category/Distribution Price

- A. The categories to be used on this solicitation are listed on Attachment 1 for Zone 1 and Attachment 3 for Zone 2. Offerors shall input their distribution prices (normal and premium) on the attachment per the unit of measure stated as well as their distribution prices for the option periods as a percentage increase or decrease from the previous base or option price. No substitutions, deletions, or additions to the categories or stated units of measure are authorized. The distribution price for each category must be offered as a dollar amount. Distribution prices offered as a percentage of the product price are not acceptable.
- B. The category/distribution prices shall remain constant for the complete base term of the contract; however, offerors may offer different prices for each option year. The category distribution prices shall remain constant for the life of any awarded option.
- C. The pricing scheme utilizes all item categories 1 through 97: the normal distribution price in categories 1 through 78 and the premium distribution price in categories 79 through 97. The normal distribution price will be the catalog distribution price at time of award and the premium distribution prices will be separately invoiced in the frequency indicated. Category 98 for Zone 2 only will be treated as a normal distribution category.

Please Note: Distribution prices submitted for all customers in Zone 1 must be the same prices and Distribution prices submitted for all customers in Zone 2 must be the same prices.

PRIME VENDOR SOUTH WEST ASIA

ADDENDUM TO FAR 52.212-1 (continued)**(ii) Item/Product Price**

A. The schedule of items, attachment 2 and 4 which also includes sheets a, b, and c, represents 99% of the items that are currently cataloged for customers supported under this solicitation. The category for each item has been pre-designated as indicated on the attachment. No changes may be made to an items designated category. The estimated base year quantities for the items selected are indicated next to each item and are for information and evaluation purposes only. The product price for each is to be based on a twenty-foot equivalent unit (TEU) truck load quantity.

A Microsoft Spreadsheet on a CD will be the only way used to evaluate the submitted Schedule of Items. Two electronic copies of the offeror's schedule of items must be submitted

B. Attachment 2 and 4(to include sheets a, b, and c) are designed to automatically capture the item distribution prices based on the category distribution prices inserted by the offeror on attachment 1 for Zone 1 and attachment 3 for Zone 2. The offeror shall fill in the following information on attachment 2 and 4 which also includes sheets a, b, and c.

- (1) Product Price exactly as shown on the manufacturer or grower quote or invoice (For example: Quote indicates FOB origin price \$100.00 per case of 50 lb, enter \$100.00).
- (2) Pack size such as weight, number of units relative to the Quote or Invoice Product Price and the Government Unit of Issue (Using the above example, enter 50).
- (3) Identify if the Product Price is based on a submitted Quote or Invoice (“Q” or “I”)
- (4) Answer “Yes” or “No” to “Is the offered product a U.S. Domestic product?”
- (5) Answer “Yes” or “No” to “Does the offered product match the brand and pack size as described in the item description?”
- (6) If “No” to (6) above, explain the difference in brand and/or pack size between the item description and the product offered.

(iii) Item/Unit Price

A. Award prices will represent a fixed price for all items for a minimum of 30 days. After 30 days the prime vendor may be permitted to change the product price of non Manufacturer Pricing Agreements (MPAs) items as offered in the schedule of items and in accordance with the Economic Price Adjustment clause, as specified in this solicitation. Product prices for MPA items may also change as necessary in accordance with the MPA language specified in this solicitation.

PRIME VENDOR SOUTH WEST ASIA

ADDENDUM TO FAR 52.212-1 (continued)

B. Information and formulas provided on the schedule of items are locked and may not be altered. Offerors must insert their distribution prices on attachment 1 for zone 1 and attachment 3 for zone 2 and product prices on attachment 2 and 4 (to include sheets a, b, and c). Offerors must fill out all cells highlighted in green on attachments 1, 2, 3, and 4 which also includes sheets a, b, and c. Prices must not extend more than two (2) places to the right of the decimal point. Standard rounding methods should be observed. Unit prices will be automatically calculated by the spreadsheet formula.

C. DO NOT deduct Food Show allowances from the product price on your price proposal.

D. NAPA Discounts shall be deducted from the product price on your price proposal. However, the discount must be stated on the manufacturer's quote or invoice.

E. To insure an objective price evaluation, the pricing of all offerors are to be based on the exact items listed in the "Schedule of Items." When offerors qualify the salient characteristics of an item or items in the "Schedule of Items" and/or when the Government detects (through a relative pricing review and or a review of supporting invoices or quotes) that the pricing proposed is on an item which differs from the "Schedule of Items" then the Government reserves the right to employ remedies such as:

a. Where an insignificant number of items differ from the "Schedule of Items" descriptions, those items will be eliminated from the evaluation of all offerors;

b. Single serve items with small quantity differences may be evaluated without adjustment, as any additional quantity provides no additional value; and

c. Larger, generally case size items, with quantity differences may be evaluated on a per pound or similar basis.

d. IF discussions are held, and after those discussions transpire, a significant number of items still differ from the "Schedule of Items" descriptions then the offeror may be eliminated from the competitive range. Whatever remedy is selected by the Government shall apply to the base period and all option periods in the acquisition.

PRIME VENDOR SOUTH WEST ASIA

ADDENDUM TO FAR 52.212-1 (continued)

F. All offered product prices must be substantiated with two copies of the manufacturer or grower's quote or invoice for each item in the Schedule of Items (attachment 2 and 4). Any quote or invoice that contains more than one item, must be copied so that one invoice is submitted for each item in the Schedule of Items. The quotes or invoices must be submitted sequentially to match the items listed in the schedule.

At the time of the initial submission of the proposal, the offeror shall provide a set of product technical descriptions [specifications], for any items being offered which are not an identical match to those items listed in the schedule. The technical description must contain sufficient detail to determine the product's salient characteristics for comparison to the item solicited for in the schedule of items. Bid sheets are not considered technical descriptions. The Subsistence Prime Vendor Office/ Technical Evaluation Panel will determine if the item offered meets the minimum quality standard described.

Invoices/Quotes should be dated no earlier than forty-five (45) days prior to the date specified for receipt of offers (initial or revised, whichever is later). Each quote must be presented in the following manner:

- i. Detailed on original manufacturer or grower company letterhead
- ii. Date price quote was supplied
- iii. Time period price quote is effective
- iv. Item description/part number/stock number
- v. Quantity covered by price quote (**Twenty-foot truck load pricing is required**)
- vi. Item price per unit of measure
- vii. NAPA discount amount, if applicable (**Net of NAPA pricing is required**)
- viii. FOB terms (**FOB Origin terms are required**)
- ix. Manufacturer or grower point of contact, including name, title, address and phone number
- x. Payment Terms (**Early payment discount no more than 2%/Early payment required within 10 days to obtain discount**)

Notes:

1. The invoice or quote for each proposed item shall include the solicitation line item number and be collated in sequential numerical order. All invoices/quotes shall identify the product price by Unit of Measure. Two separate copies (preferably in folder or booklet form) of the invoices/quotes are to be included with your offer.

Invoices should reflect prices effective with in forty-five (45) days prior to the date specified for receipt of offers (initial or revised, whichever is later). If invoices are not available for that time period, a quote should be obtained and submitted.

PRIME VENDOR SOUTH WEST ASIA

ADDENDUM TO FAR 52.212-1 (continued)**(iv) Option Price**

- A. There are two (2) 18 month options in this solicitation. One copy of the form below must be completed and submitted in the Business Proposal.
- B. If an offeror does not submit option term prices for the distribution portion of the price, the offeror's proposal will be rejected. Option term price increases or decreases are to be expressed as a percentage increase or decrease from the base/previous option period. Option term price increases or decreases must be specified for both normal and premium distribution prices. The firm may also elect to offer no change in the distribution prices over the life of the contract.
- C. Offeror may choose not to increase their distribution price for one or more of the option periods. In this case, annotate 0.0% in the option period block as applicable. If option pricing is not annotated below, the proposal will be evaluated as having "no change" to the distribution pricing for the two (2) options in this solicitation.
- D. Offerors who elect to increase or decrease their distribution prices for option period must submit the pricing in the form of a percentage rate of change over the prior period distribution prices. The offeror must limit any changes to their distribution prices by this percentage. The percent change per term will apply to all categories. Also, please note that it is possible, and may be desirable, to offer a lower percentage for successive periods, due to the experience factor gained in dealing with the region and business.
- E. The normal and premium category distribution prices for the option periods are calculated as a percentage increase or decrease from the previous normal and premium category distribution prices. Offerors shall indicate the percent increase or decrease over the previous base or option period price for each option period. See below examples of a 2% increase and a 2% decrease for each option period.

Percentage Increase Example for Category 1 (normal category):

Base Year (24 months) Distribution Price - \$1.00/lb.

Option Period One (18 months): $\$1.00 + 2\% = \1.02

Option Period Two (18 months): $\$1.02 + 2\% = \1.04

Percentage Decrease Example for Category 102 (premium category):

Base Year (24 Months) Distribution Price - \$1.00/cs.

Option Period One (18 months): $\$1.00 - 2\% = \0.98

Option Period Two (18 months): $\$0.98 - 2\% = \0.96

PRIME VENDOR SOUTH WEST ASIA

ADDENDUM TO FAR 52.212-1 (continued)

The information requested below should be addressed on attachment 1 and attachment 3. Fill out the attachments based on the proposed Option Period Distribution Percentage Increase or Decrease:

Normal Category Distribution Price: (Note: the percent specified shall apply to all normal categories per option period).

Option Period One (18 Months) ____% Increase or Decrease (Please Indicate One)

Option Period Two (18 Months) ____% Increase or Decrease (Please Indicate One)

Premium Category Distribution Price: (Note: the percent specified shall apply to all premium categories per option period).

Option Period One (18 Months) ____% Increase or Decrease (Please Indicate One)

Option Period Two (18Months) ____% Increase or Decrease (Please Indicate One)

Note: Attachments 2 and 4(to include sheets a, b, and c) are designed to automatically calculate the total dollar values for both the normal distribution price and the premium distribution price, for the base and option periods. Quantities are adjusted to reflect the appropriate option term length. The offeror is required to insert the above option percentages on attachment 1 and 3.

(v) Discounts, Rebates, Allowances or Other Similar Economic Incentives or Benefits

The contractor shall identify all discounts, rebates, allowances or other similar economic incentives or benefits received by the contractor. These discounts, rebates, allowances or other similar economic incentives or benefits shall be reported monthly as identified in the special contract requirements/management reports section of the statement of work.

THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ALL ASPECTS OF AN OFFEROR'S PRICE PROPOSAL.

PRIME VENDOR SOUTH WEST ASIA

FAR 52.212-2 EVALUATION—COMMERCIAL ITEMS (JAN 1999)

(a) SEE ADDENDUM to FAR 52.212-2

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

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

PRIME VENDOR SOUTH WEST ASIA

ADDENDUM TO FAR 52.212-2

1. Paragraph (a) is hereby expanded to read as follows:

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

When combined, technical factors I through VII are more important than price factors. However, as proposals become more equal in their technical merit, the evaluated price becomes more important. Technical Factors I and II are of equal importance and are more important than the remaining technical factors. Technical Factor III is more important than Technical Factors IV, V, and VI. Technical Factors IV, V and VI are socioeconomic factors which are of equal importance to each other and will be rated on a comparative basis among offerors. The sub-factors listed under Factor I are of equal importance to each other. For Factor II, sub-factors A and B are of equal importance to each other, and sub-factors C and D are of equal importance to each other; however, sub-factors A and B are more important than factors C and D. Within sub-factor A (for Factor II), element 1 (Size and Complexity) is of greater importance than element 2 (Key Personnel). The sub-factors listed under III are of equal importance to each other.

Because this procurement will use the trade off process as outlined in FAR 15.101-1, the Government may accept other than the lowest priced proposal as the overall best value. The Government will make a technical merit assessment based on information contained in the proposal and other information, which has or may be derived from sources other than the proposal.

It is the intent of the Government to make two awards, one contract for Zone 1 and one contract for Zone II. Each Zone will be independently evaluated for best value. Therefore, a single offeror will be eligible to receive two awards, one contract for Zone I and one contract for Zone II should evaluation of offers indicate one offeror is capable of servicing both zones. In the event that an offeror submits a combined proposal it will be given an overall rating based on the evaluation factors included in the solicitation under the addendum to FAR Clause 52.212-2. The evaluated price for both zones will also be calculated in accordance with FAR Clause 52.212-2 and its addendum. A best value tradeoff evaluation will then be made against the apparent single best value offer for each individual zone. The best value offer for zone 1 and the best value offer for zone 2 will be combined together to get one technical score and evaluated price. That technical score and evaluated price will then be compared to the combined proposal to determine the best value tradeoff.

PRIME VENDOR SOUTH WEST ASIA**Addendum to FAR 52.212-2 (continued)**

2. Add paragraph (d) as follows:

(d) Source Selection and Evaluation Procedures:

Summary: Subsequent to the date specified in the solicitation for receipt of proposals, all timely proposals will undergo a technical and price evaluation as described below. The Contracting Officer may make a competitive range determination based on these evaluations, and submit it to the Source Selection Authority (SSA) for approval. Unless award is made on the basis of initial proposals, written and/or oral discussions will be conducted with all offerors in the competitive range. Final revised offers resulting from discussions will undergo further technical and price evaluations. Finally, a proposal will be selected for award by the SSA, as described below.

Evaluation Process. Evaluations for each volume of the proposal will be performed exclusive of one another. Factors I through VII are considered technical factors and will be evaluated in accordance with the Technical Evaluation Process outlined below. Price will be evaluated in accordance with the Price Evaluation Process outlined below.

Technical Evaluation Process – Offerors are required to present all of their information in writing, as prescribed in the section of this solicitation entitled Submission Requirement – Technical Proposal – Volume I. Proposals so technically deficient as to make them technically unacceptable will be rejected as unacceptable. No discussions will be held with rejected offerors, nor will any rejected offeror be given an opportunity to revise its offer to correct deficiencies in order to become acceptable after the date and time specified for the receipt of offers.

Factor I. Distribution-System Capability/Quality Assurance**A. Location and Capacity:**

The offerors physical facilities, including whether they are owned or leased, open capacity, layout and available yard space will be evaluated to determine its sufficiency to meet the requirements of this solicitation. Adequate existing facilities owned by the offeror will be rated more favorably than those under construction or leased.

B. Resource Availability:

The Government will evaluate the offeror's quantity, size, type, location of distribution equipment resources (i.e. number and type of trucks, owned/leased, etc.) available to successfully meet the requirements of this solicitation. Personnel resources for proper maintenance of distribution equipment will be assessed. Adequate existing equipment and personnel will generally be rated more favorably.

PRIME VENDOR SOUTH WEST ASIA**Addendum to FAR 52.212-2 (continued)****C. Airlift Experience:**

The Government will evaluate the offeror's experience and ability to execute airlifts and to obtain and store adequate amounts of dry ice, wet ice, and tri-walls (chill, freeze, and dry) to meet the requirements of this solicitation. Adequate experience and ability to perform will generally be rated more favorably.

D. Quality Control Assurance and Warehouse Procedures:

The offeror's quality control and warehouse procedures will be evaluated to determine if the quality requirements of this solicitation will be met. Product movement procedures, inventory control systems, level of automation, reserve inventory and/or let down control procedures, inventory rotation methods, quality assurance personnel, open date of pack marking procedures and shelf life procedures will be assessed. Sophisticated levels of automation and highly computerized systems will generally be rated more favorably.

E. Inspection and Sanitation Procedures

The Government will evaluate the offeror's inspection program; warehouse temperature and humidity controls; sanitary control procedures and stored products pest management program. Sophisticated levels of automation, detailed and systemic programs will generally be rated more favorably.

F. Supplier Selection Procedures

The Government will evaluate the offeror's supplier selection program. This evaluation will be conducted to determine the effectiveness of the program to promote competition and provide continued supply of quality products at the best price with minimal variation to meet the requirements of this solicitation. Programs that ensure quality, consistency, and best pricing will generally be rated more favorably.

G. Food Defense:

The Government will evaluate the offeror's security plan to meet the requirements of this solicitation. Operationally proven security plans will generally be rated more favorably.

H. Surge and Sustainment Capability:

The will evaluate the offeror's ability to reach the contractual requirement of 300% of normal demand levels.

PRIME VENDOR SOUTH WEST ASIA**Addendum to FAR 52.212-2 (continued)****Factor II – Experience/Past Performance**

When evaluating Experience and Past Performance, the offeror's written proposal, relevant Government (in-house) records, and the information provided by the points of contact or references designated by the offeror will be taken into account. Government (in-house) records will be considered more reliable than information derived from other sources. This assessment will also be performed for any partner that will perform in support of the proposed contract.

The Government will perform an integrated assessment of the offeror's individual house experience and past performance. This assessment will also be performed for any partner(s) or joint venture(s) or major subcontractors that will perform in support of the proposed contract including proportional allocation of performance duties (i.e., when each of these entities acted alone or as members of other teams/joint ventures). However, the most relevant experience and past performance data, and that which will receive the most credit, is the information directly related to the offering entity.

The subfactors A and B for Experience/Past Performance are of equal importance to each other and of greater importance than subfactors C and D, which are of equal importance to each other.

A. Experience

Element 1 – Size and Complexity – The Government will evaluate the offeror's experience in fulfilling requirements of similar size (85%-100%), and complexity for customers in a prime vendor/regular dealer capacity on an individual contract basis only for its top five (5) selected contracts, including Government contracts, if any. The top five (5) contracts will be based on those submitted for the prime and the major subcontractors, i.e., top five (5) may include three (3) from the prime and two (2) from the major subcontractor.

Element 2 – Key Personnel – The offeror's identification of key personnel, and their relevant individual experience, will be examined in order to determine the anticipated success of the firm in providing service to its customers.

Within the Experience subfactor, element 1 (Size and Complexity) is of greater importance than element 2 (Key Personnel).

B. Past Performance

Contract Performance/Customer Satisfaction – The Government will evaluate the offeror's record of performance with both commercial and Government contracts (if any) for its top five (5) selected contracts. Top five (5) will be determined as noted above. The Government will determine whether the firm has a successful history of conformance to contractual requirements or business agreements, providing consistently high fill rates, which meet the contractual requirement of 97%; a commitment to customer satisfaction; and timely delivery of quality products.

PRIME VENDOR SOUTH WEST ASIA**Addendum to FAR 52.212-2 (continued)**

C. Socioeconomic Past Performance – If an offeror has performed on Government contracts that are subject to prior socioeconomic goals (including any such contracts are within the offeror’s top five (5) selected contracts and any other Government contracts), they will be evaluated on their adherence to the requirements of these various socioeconomic considerations of past and current contracts. This aspect of the Government’s evaluation is limited to socioeconomic matters only and other aspects of past performance are evaluated as described in the previous paragraph.

D. Ability One (formerly JWOD) Support – If an offeror has performed on Government contracts that are subject to prior Ability One (formerly JWOD) requirements (including any such contracts are within the offeror’s top five (5) selected contracts and any other Government contracts), they will be evaluated on their adherence to the requirements of the Javits-Wagner-O’Day Act Entity Support of past and current contracts. This aspect of the Government’s evaluation is limited to socioeconomic matters only and other aspects of past performance are evaluated as described in the previous paragraph.

Offerors that do not have records of past performance, socioeconomic past performance, and/or Ability One (formerly JWOD) past performance will receive a “Neutral” rating. This evaluation will also be performed for any partner involved in the proposed contract. Government (in-house) records will also be used for this evaluation, if applicable, and will be considered more reliable than information derived from other sources. A “Neutral” rating is only applicable to Sub Factors B, C, and D and will not be used for the overall Experience/Past Performance factor as a rating other than Neutral will be used for subfactor A (experience). A neutral evaluation is one that neither rewards nor penalizes offerors without relevant past performance history. While a neutral evaluation will not affect an offeror’s rating, it may affect the offeror’s ranking if a significant number of the other offerors participating in the acquisition have past performance ratings either above or below satisfactory.

Factor III - Customer Support/Product Availability**A. Customer Service Approach:**

The offeror’s customer service program and strategy to include benchmarks, value added services, complaint resolutions, number of visits, performance incentives and authority levels will be evaluated to determine its commitment to customer satisfaction. The offeror’s system used to track deliveries and accuracy of orders, manage order deviations and cancellations will also be evaluated. Offerors that provide high levels of customer service will generally be rated more favorably.

PRIME VENDOR SOUTH WEST ASIA**Addendum to FAR 52.212-2 (continued)****B. Product Sourcing:**

The items an offeror carries in its inventory from approved sources that meet the item descriptions or acceptable equivalent of the items in the "Schedule of Items," see attachments 2 and 4 (to include sheets a, b, and c) will be evaluated. Offeror's that demonstrate the exact item from approved sources in accordance with the requirements will generally be rated more favorably.

C. Ordering System

The Government will review the references submitted by the offeror and verify that they are indeed EDI capable. The Government will verify the extent to which the Offeror is able to meet the requirements of the solicitation and interface with the Government's established translation package, STORES and support the Electronic Data Interchange transaction sets listed in the solicitation. If offerors are not currently supporting customers through EDI, their plan to become EDI compliant before time of award will be evaluated for whether it appears realistic.

D. Pipeline:

The quantity of pallets that the offeror is capable of providing from the CONUS place of performance to port of embarkation, on the water, and from the OCONUS port of debarkation to place of performance will be evaluated. Pipelines with higher capacity will generally be rated more favorably.

Factor IV. Socioeconomic Considerations

Socioeconomic goals will be evaluated on a comparative basis among all offerors. The offeror that proposes a higher percentage, complexity level, and variety of participation by SB, SDB, VOSB, SVOSB, and HZSB concerns will receive a higher ranking on this factor.

Factor V. ABILITY ONE SUPPORT

Ability One goals will be evaluated on a comparative basis among all offerors. The offeror that proposes a higher percentage, complexity level, and variety of participation by Ability One (formerly JWOD) entities will receive a higher ranking on this factor.

Factor VI. DLA Mentoring Business Agreement

The Government will evaluate the offeror's response to participating in the DLA MBA Program and its ability to mentor firms. The scope of the plan will also be evaluated. The responses from offerors on the MBA Program will be evaluated on a comparative basis amongst all offerors. The offeror(s) indicating the most comprehensive plan (s) including identifying new business arrangements will receive the highest ranking; this ranking will be further enhanced if the offeror identifies new business ventures rather than expansion of existing agreements. This evaluation will also be used to determine the offeror's willingness to assist SB's, SDB's, WOSB's, and JWOD (Ability One) entities in expanding their businesses outside of this contract.

PRIME VENDOR SOUTH WEST ASIA**Addendum to FAR 52.212-2 (continued)****Price Evaluation Process**

The Government will evaluate limited pricing data with the initial proposals and during discussions, in accordance with FAR 15.4, "Contract Pricing." The Government will evaluate the offeror's pricing on the items listed in the Schedule of Items. Included in this process is the evaluation of options. The following business proposal/pricing factors will be used.

FACTOR I. Aggregate Distribution Price

Factor I, Aggregate Distribution Price, is obtained by multiplying each distribution price by its estimated quantity, and totaling the results for all distribution prices, normal, and premium, for the base and option year periods.

FACTOR II. Weighted Aggregate Product Price

Factor II, Weighted Aggregate Product Pricing is obtained by multiplying each product price for the base and option year periods by its respective estimated quantity and totaling the results, and then multiplying the resulting number by 0.30, for evaluation purposes only.

PRIME VENDOR SOUTH WEST ASIA**Addendum to FAR 52.212-2 (continued)****Total Evaluated Price**

The Aggregate Distribution Price (Factor 1) is more important than Aggregate Product Prices (Factor II) since distribution prices are fixed throughout the life of the contract. Therefore, it is considered more important than Product Prices that may be adjusted throughout the life of the contract, in accordance with economic price adjustment provisions. Thus, for evaluation purposes only, the aggregate product price, is reduced, or weighted, as stated in discussion of Factor II above. The aggregate distribution and weighted aggregate product prices will be added to obtain a total evaluated price. This evaluated price will be used to determine the lowest overall cost to the Government, and will be used for evaluation purposes only, meaning that the evaluated price of an item will not be the same as the price the item would be cataloged after award. Even though aggregate prices will be used as the evaluation factors for the Business Proposals, individual product prices will be evaluated and individual outliers will be identified and reviewed to determine if offered prices are reasonable. The information requested on the "Schedule of Items," attachment 2 and attachment 4, will be evaluated using price analysis techniques. Quotes and/or invoices will be individually evaluated in accordance with the submission requirements.

If MPA items are added to this solicitation via solicitation amendment, the fixed MPA item product price will be used for evaluation of the market basket schedule of items for all offerors. The offerors will not be required to have commercial agreements in place with the MPA holders at this time. The Contracting Officer will automatically substitute each offerors market basket product price with the fixed MPA product price despite whether the offered product price is higher or lower than the fixed MPA product price.

To insure an objective price evaluation, the pricing of all offerors are to be based on the exact item in our schedule of items. When offerors qualify the salient characteristics of an item or items in the schedule and or when the government detects (through a relative pricing review and or a review of supporting invoices or quotes) that the pricing proposed is on an item which differs from the schedule of items description then the government reserves the right to employ remedies such as:

- (a) Where an insignificant number of items differ from the schedule of item descriptions, those items will be eliminated from the evaluation of all offerors;
- (b) Single serve items with small quantity differences may be evaluated without adjustment, as any additional quantity provides no additional value; and
- (c) Larger, generally case size items, with quantity differences may be evaluated on a per pound or similar basis.
- d) If a significant number of items differ from the schedule of item descriptions then the offeror may be eliminated from the competitive range or may be ineligible for award.

PRIME VENDOR SOUTH WEST ASIA**Addendum to FAR 52.212-2 (continued)**

Competitive Range Determination. If discussions are required, after initial evaluations are completed, the contracting officer will make a competitive range determination. The Government reserves the right to reduce the competitive range for efficiency. Offerors in the competitive range will be included in discussions. Offerors not in the competitive range will not participate in discussions and will no longer be considered for award. Offerors excluded from the competitive range will be notified in writing. At that time, pursuant to FAR 15.505 (A) an offeror may request a pre-award or post-award debriefing. If a pre-award debriefing is held only limited information will be releasable. Offerors debriefed after the competitive range determination are not entitled to a second debriefing after the award is made.

Selection Process. The final technical and price evaluation reports will be furnished to the Contracting Officer by the Evaluation Panel. The Contracting Officer will prepare a written recommendation for award and forward it to the Source Selection Authority (SSA). It is the ultimate decision of the SSA to determine which offeror receives the award.

The following provisions are incorporated in full text:

FAR 52.216-1 -- Type of Contract (Apr 1984)

The Government contemplates award of a firm fixed price/fixed price with economic price adjustment contract resulting from this solicitation.

FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

PRIME VENDOR SOUTH WEST ASIA

**FAR 52.212-3 – OFFEROR REPRESENTATIONS AND CERTIFICATIONS –
COMMERCIAL ITEMS (Oct 2010)**

An offeror shall complete only paragraphs (b) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov> . If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation” means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

PRIME VENDOR SOUTH WEST ASIA

FAR 52.212-3 (continued)

- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

PRIME VENDOR SOUTH WEST ASIA

FAR 52.212-3 (continued)

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

(1) Means a small business concern—

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

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

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

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

PRIME VENDOR SOUTH WEST ASIA

FAR 52.212-3 (continued)

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. *[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]*

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it is, is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

PRIME VENDOR SOUTH WEST ASIA

FAR 52.212-3 (continued)

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it is, a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it is, is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

PRIME VENDOR SOUTH WEST ASIA

FAR 52.212-3 (continued)

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

PRIME VENDOR SOUTH WEST ASIA

FAR 52.212-3 (continued)

(B) It has, has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.*]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It is, not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

PRIME VENDOR SOUTH WEST ASIA

FAR 52.212-3 (continued)

(1) Previous contracts and compliance. The offeror represents that --

(i) It has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It has, has not, filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that --

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

PRIME VENDOR SOUTH WEST ASIA

FAR 52.212-3 (continued)

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

PRIME VENDOR SOUTH WEST ASIA

FAR 52.212-3 (continued)

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

PRIME VENDOR SOUTH WEST ASIA

FAR 52.212-3 (continued)

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

PRIME VENDOR SOUTH WEST ASIA

FAR 52.212-3 (continued)

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

PRIME VENDOR SOUTH WEST ASIA

FAR 52.212-3 (continued)

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

PRIME VENDOR SOUTH WEST ASIA

FAR 52.212-3 (continued)

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

PRIME VENDOR SOUTH WEST ASIA

FAR 52.212-3 (continued)

(2) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

PRIME VENDOR SOUTH WEST ASIA

FAR 52.212-3 (continued)

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).* (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.]

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

PRIME VENDOR SOUTH WEST ASIA

FAR 52.212-3 (continued)

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent:

Name and TIN of common parent:

Name _____

TIN _____

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

PRIME VENDOR SOUTH WEST ASIA

FAR 52.212-3 (continued)

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) *Relation to Internal Revenue Code.* A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) *Representation.* By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(o) Sanctioned activities relating to Iran. (1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if--

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

Alternate I (Apr 2002). As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

PRIME VENDOR SOUTH WEST ASIA

FAR 52.212-3 (continued)

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

Alternate II (Oct 2000). As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) Address. The offeror represents that its address [] is, [] is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at [http://www.arnet.gov/References/sdbadjustments](http://www.arnet.gov/References/sdbadjustments.htm).htm. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

PRIME VENDOR SOUTH WEST ASIA

ADDENDUM TO FAR 52.212-3

The following clause is incorporated by reference:

DFARS 252.209-7001 - Disclosure of Ownership or Control by the Government of a Terrorist Country (Jan 2009)

The following clauses are incorporated in full text:

FAR 52.215-6 - PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, _____ intends, _____ does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET ADDRESS, CITY, STATE, COUNTY, ZIP CODE)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT
--	---

DFARS 252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DEC 2009)

(a) Definitions. “Domestic end product,” “foreign end product,” “qualifying country,” “qualifying country end product,” and “United States” have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

PRIME VENDOR SOUTH WEST ASIA

ADDENDUM TO FAR 52.212-3 (continued)

DFARS 252.225-7000 (continued)

(b) Evaluation. The Government—

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that—

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
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(3) The following end products are other foreign end products:

Line Item Number	Country of Origin (If known)
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PRIME VENDOR SOUTH WEST ASIA

ADDENDUM TO FAR 52.212-3 (continued)**DLAD 52.233-9000 AGENCY PROTESTS (SEP 1999)**

Companies protesting this procurement may file a protest 1) with the contracting officer, 2) with the General Accounting Office, or 3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (Note: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

DLAD 52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001)

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see [DLA Directive 5145.1](#)). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here []. Alternate wording may be negotiated with the contracting officer.

PRIME VENDOR SOUTH WEST ASIA

**DFARS 252.212-7000 - OFFEROR REPRESENTATIONS AND CERTIFICATIONS -
COMMERCIAL ITEMS (Jun 2005)**

(a) Definitions. As used in this clause—

(1) “Foreign person” means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) “United States” means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) “United States person” is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it—

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term “supplies” is defined in the Transportation of Supplies by Sea clause of this solicitation.

DFARS 252.212-7000 (continued)

(2) Representation. The Offeror represents that it—

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

PRIME VENDOR SOUTH WEST ASIA

DOCUMENTS, EXHIBITS AND ATTACHMENTS

- Attachment 1 – Category/Distribution List for Zone 1
- Attachment 2 – Schedule of Items for Zone 1
- Attachment 3 – Category/Distribution List for Zone 2
- Attachment 4 - Schedule of Items for Zone 2
- Attachment 5 – STORES EDI Information & Transaction Sets

NOTE: ATTACHMENTS 1 thru 4 WILL BE PROVIDED BY DLA Troop Support UPON REQUEST. CONTACT INFORMATION FOLLOWS:

Please contact Thomas Drew or Assunta Bonanno or Joseph Zulli in order to receive an electronic copy of the category/distribution list and schedule of items, attachments 1, 2, 3, and 4 (to include sheets a, b, and c). The schedule of items format will be Microsoft Excel Spreadsheet. As stated in note 6 above, please provide a printed hard copy of the Business Proposal/Pricing as well as a copy on CD in the provided format. Any proposal which does not include a printed hard copy as well as a copy on CD may result in the rejection of the entire proposal.

Contract Specialist

Thomas Drew

215-737-4862

Thomas.Drew@dla.milContract Specialist

Joseph Zulli

215-737-0752

Joseph.Zulli@dla.milContracting Officer

TBD

215-737-XXXX

TBD@dla.mil

ATTACHMENT 5; STORES EDI Information & Transaction Sets

PART A

EDI Implementation Guidelines for Subsistence Prime Vendor (STORES)

SECTION 1.0 GENERAL INFORMATION

1.1 CONTACTS

1.2 EDI - FOR DLA TROOP SUPPORT SUBSISTENCE

1.3 TRANSACTION SETS.....

1.4 SOFTWARE

1.5 NETWORKS.....

SECTION 2.0 TRADING PARTNER TESTS.....

2.1 GENERAL TESTING PROCEDURES

2.2 TESTING INDIVIDUAL TRANSACTION SETS

SECTION 3.0 PRODUCTION PROCEDURES

3.1 OUTGOING TRANSMISSION SCHEDULE

3.2 PROBLEM RECOVERY DURING PRODUCTION.....

PRIME VENDOR SOUTH WEST ASIA

SECTION 1.0.....GENERAL INFORMATION

1.1 Contacts

Contact For	Name	Phone Number
DLA Troop Support System (STORES)	Jeff Nienstedt	(215) 737-3860
EDI 810 (Invoice) Testing	Bud Wellens	(215) 737-2778
EDI 832 (Catalog) Testing	Bob Thistle	(215) 737-7558
EDI 850 (Purchase Order Testing	Charles Benn	(215) 737-7318
Prime Vendor Coordination	Applicable Acct Manager	
STORES Technical Support	STORES Help Desk	(888) 755-4756
DAASC Technical Support	DAASC EDI Help Desk	(513) 296-3333

1.2 Electronic Data Interchange (EDI) – For DLA Troop Support Subsistence

Subsistence uses EDI to communicate with their Trading Partners (Vendors). The EDI process starts with the 832 (catalog) being received by DLA Troop Support from the vendor. In this process, vendors provide initial and updated catalog item and price data via EDI. These updates are sent on a weekly basis for those items that have changed since the previous catalog submission. This data is transmitted to the Defense Personnel Support Center (DLA Troop Support) through a mailbox at DAASC and not directly to the customer. Entire catalogs that support a particular site in a region (including any updates) are then made available to the customer through the Subsistence Total Ordering and Receipting Electronic System (STORES) website on Sunday of each week.

After the catalogs are received, the next step in the process is ordering from these catalogs. Orders are generated on a regular basis by the customer keying the order directly into STORES web or by uploading the order to STORES from one of the service systems. This order is then translated into an 850 (purchase order) and sent to DAASC. DAASC processes the file and places it in a vendor’s mailbox where the orders are held awaiting pick-up by the vendor. When the network delivery to the vendor is complete, optimal use of the data by the vendor will be achieved when the vendor converts the purchase order data from the standard transmission format into their own internal format. Vendor processing can then occur without having to key the purchase order data. Vendors should keep in mind that there are times when a customer could place more than one order in the same day.

Once the vendor receives the order from a customer the order is processed and shipped to the customer’s delivery location. These locations are determined by the customer and can be a dining facility, warehouse, depot, hospital, ship, child care center, or other facility. Please note: Vendors should only deliver items that are on the order and should not substitute any similar items.

After the vendor has delivered the product, the customer must verify shipment quantities and make any adjustments to the receipt in STORES. Once these changes have been made, the customer then processes the receipt in STORES and generates an electronic validation of the receipt at DLA Troop Support. This receipt is then matched to the vendor 810 (invoice) and all matching lines are paid. Any discrepancies between receipt and invoice must be researched before payment is made.

PRIME VENDOR SOUTH WEST ASIA

1.3 Transaction Sets

The EDI transaction sets listed below are described in detail in later sections of this guideline. Vendors must be able to support the 832 Catalog and 850 Purchase Order.

810 – Invoice (Attachment 1)

832 – Catalog (Attachment 2)

850 – Purchase Order (Attachment 3)

1.4 Software

All DLA Troop Support customers are currently using STORES Web and therefore are using the same EDI software and network to transmit orders. However, the vendor may select any software that supports the transaction sets currently traded and any sets that may be traded in the future.

1.5 Networks

Networks are used as a clearinghouse for all transmissions. Sending and receiving parties may work independently of each other by letting the network handle problems such as storage, communication incompatibilities, scheduling and retransmission.

DLA Troop Support pays the network charges for delivery of the customer's documents to the network. The vendor will pay the charges for delivery of the customer's documents from the network to the vendor's system. Vendors may access the network by various means.

Section 2.0 Trading Partner Tests

2.1 General Testing Procedures

DLA Troop Support points of contact for testing each transaction set are listed at the beginning of this document. Vendors should test all EDI transactions before they are placed in production. Vendors should be prepared to contact POCs for each transaction and provide verbal notification about the success and failure of each transmission.

2.2 Testing Individual Transaction Sets

832 Catalog - During the Sample Test Phase catalog files will be sent from the vendor to DLA Troop Support to test catalog transmission. These files should include items that sufficiently test all aspects of catalog submissions/changes (price changes, item additions and deletions, and entire catalog transmissions).

850 Purchase Order – Once a catalog has been tested, purchase orders will be sent to vendors to ensure capability of receiving the customer's orders.

PRIME VENDOR SOUTH WEST ASIA

Section 3.0 Production Procedures

3.1 Transmission Schedules

Vendors are expected to send in 832 (catalogs) to DLA Troop Support by Thursday of each week at 1 PM Eastern time in order that they may be reviewed prior to update of the weekly catalogs. Not meeting this time can result in additional catalog pricing errors and erroneous payments. As mentioned earlier, outbound 850 purchase orders can be generated anytime during the day. Therefore, vendors should be prepared to retrieve order data throughout the day.

3.2 Problem Recovery During Production

During test mode, transmission problems are generally not recovered. After moving into production mode, delays, omissions, duplicates or any other type of error have to be addressed promptly. In the unlikely event that a delay lasts three days or longer, the DLA Troop Support customer will contact the vendor concerning the need to transmit hardcopy orders.

If the Interchange Control Number (ISA13 element) is received more than once, the vendor should not process the duplicate transmission. Although the DLA Troop Support standard software has the constraints to prevent sending out duplicate purchase orders, the vendor may still need to consider making a software check for purchase order numbers that may be inadvertently sent more than once.

It is DLA Troop Support's intent to successfully deliver data to the network for each vendor on each scheduled day. If the customer is unable to accomplish this by the agreed upon time, the customer will attempt to complete the delivery by no later than the next scheduled transmission. If the customer is reasonably confident of resolving the problem within that 24 hour period, there is no need to contact the receiving party.

If communications with the network fail due to a problem which is not corrected by the next scheduled transmission, the party experiencing the problem should evaluate the situation as soon as possible and discuss it with the other party. If a hardware or software problem appears to be of a magnitude to extend for more than three scheduled transmissions, an alternative means of communication may need to be chosen. Such situations will have to be evaluated on an individual basis to determine the proper corrective action. If it is necessary to start conventional communications again, both parties should reestablish EDI as soon as possible for all subsequent messages.

The DLA Troop Support STORES Help Desk or DLA Troop Support Account Manager should be promptly contacted with operational concerns related to purchase order and catalog transactions.

PRIME VENDOR SOUTH WEST ASIA

810 INVOICE VERSION 3050 FUNCTION GROUP=IN

This Draft Standard for Trial Use contains the format and establishes the data contents of the Invoice. Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. The transaction set can be used to provide for customary and established business and industry practice relative to the billing for goods and services provided.

PV(s) NOTE: Certain data segments will require data transmitted as it appears on the Purchase Order. Reference page 1A.

TABLE 1			
<u>POS NO</u>	<u>SEG ID</u>	<u>DESCRIPTION</u>	<u>REQ</u>
010	ST	Transaction Set Header	M
020	BIG	Beginning Segment for Invoice	M
<u>Loop I.D. – N1</u>			
070 Support)	N1	Name	O (M for DLA Troop
110 Support)	REF	Reference Number	O (M for DLA Troop
130	ITD	Terms of Sale	O
140 Support)	DTM	Date/Time Reference	O (M for DLA Troop
<u>TABLE 2</u>			
010	IT1	Baseline Item Data (Invoice)	O (M for DLA Troop Support)
<u>TABLE 3</u>			
010	TDS	Total Monetary Value Summary	M
<u>Loop I.D. - SAC</u>			
040	SAC	Service, Charge Information	O
<u>Loop I.D. – ISS</u>			
070 Support)	CTT	Transaction Totals	O (M for DLA Troop
080	SE	Transaction Set Trailer	M

The following information applies to **PVS** only!!

Baseline Item Data (IT1):

1. Contract Line Item Number (CLIN): The very **"FIRST CLIN"** as it appears on the Purchase Order, **"MUST"** be transmitted in the IT101. Data is required in all IT1 segments.

PRIME VENDOR SOUTH WEST ASIA

- a. If the **"FIRST CLIN"** was **"NOT"** delivered, the CLIN must still be transmitted in the IT101; and ZERO fill the quantity and price field(s).
 - b. This is Optional. If additional CLIN(s) on the same Purchase Order have not been delivered, data **"MAY"** be transmitted, but is not required.
2. Contract lines CLIN(s) must be transmitted in line sequence as shown on each Purchase Order.
 3. Separate Transaction Headers (ST segments) are required for each Purchase Order invoiced.
 4. Any **"new" CLINS/line items, (substitutions & adds)** must appear as the **last line** on the invoice. Adds **"MUST"** start with CLIN number 9999AA, 9999AB. As Call date's change, 9999AA maybe recycled. **SEE EXAMPLES...**
 - a) SP030098D1234 063A = CLIN # 9999AA
 063A = CLIN # 9999AB
 063A = CLIN # 9999AC
 - b) SP030098D1234 064T = CLIN # 9999AA
 064T = CLIN # 9999AB
 064T = CLIN # 9999AC

SEG ID ST Transaction Set Header
 POS NO 010
 REQ DES Mandatory
 MAX USE 1

PURPOSE Indicates the start of transaction set and to assign a control number

DATA ELEMENT SUMMARY						
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH	
ST01	143	Transaction Set Identifier Code Code uniquely identifying a Transaction set. 810 X12.2 Invoice		M/Z	ID	3/3
ST02	329	Transaction Set Control Number Identifying control number that must be unique within the Transaction set functional group assigned by the originator For a transaction set		M	AN	4/9

NOTE:
 The transaction set identifier (ST01) used by the translation routine of interchange partners to select the appropriate transaction set definition.
 (e.g. 810 selects the invoice transaction set)

PRIME VENDOR SOUTH WEST ASIA

EXAMPLE

ST*810*000004110

SEG ID BIG Beginning Segment for Invoice
 POS No 020
 REQ DES Mandatory
 MAX USE 1

PURPOSE Indicates the beginning of an invoice transaction set and to
 Transmit identifying numbers and dates

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
BIG01	373	Invoice Date (YYMMDD) * Date of the invoice	M/Z	DT	6/6
BIG02	76	Invoice Number Identifying number assigned by issuer		M	AN
BIG04	324	Contract Number (PIIN) SP030098D1234 0 = numeric zero		M	AN
BIG05	328	Release Number/Call (e.g. 063A)	M	AN	4/4
BIG07	640	Transaction Type Code DI = Debit Invoice		M	ID
BIG08	353	Transaction Set Purpose Code ZZ = Mutually Defined		M	ID
NOTE:					
BIG04 - Do not transmit dashes or slashes					
BIG08 – Applied to Invoices for "PVS ONLY"					
** Non-PVs do not use BIG08					

EXAMPLE

P.V. transmits BIG*980303*DLA Troop
 Support1111**SP030098D1234*063A**DI*ZZ
 Non P.V. BIG*980303*DLA Troop Support1111**SP030098D1234*063A**DI

Loop Repeat 200

PRIME VENDOR SOUTH WEST ASIA

SEG ID N1 Loop ID
 POS NO 070
 REQ DES Optional (Mandatory for DLA Troop Support)
 MAX USE 1

PURPOSE Identify a party by type of organization, name and code

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
N101	98	Entity Identifier Code ST = Ship To	M	ID	2/2
N102	93	Name (e.g. FT Sam Houston TX)	X	AN	1/35
N103	66	Identification Code Qualifier 10 = Dept of Defense Activity Address Code (DoDAAC)	X	ID	2/2
N104	67	Identification Code/DoDAAC (e.g. FT9068)	X	AN	6/6

EXAMPLE

N1*ST*FT SAM HOUSTON TX*10*FT9068

SEG ID REF Reference Number
 POS NO 110
 REQ DES Optional (Mandatory for DLA Troop Support)
 MAX USE 12

PURPOSE Specify identifying numbers (DLA Troop Support-Purchase Order Number)

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
REF01	128	Reference I.D. Qualifier RQ = Purchase Requisition Number		M	ID 2/2
REF02	127	Reference I.D. / Purchase Order No. (e.g. FT906880631234)		X	AN 14/14

PRIME VENDOR SOUTH WEST ASIA

EXAMPLE

REF*RQ*FT906880631234

SEG ID ITD Terms of Sale
 POS NO 130
 REQ DES Optional ** See Note Below
 MAX USE >1

PURPOSE To specify terms of sale

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REG	TYPE	LENGTH
ITD01	336	Terms Type Code 16 = Prompt Payment Act	O	ID	2/2
ITD03	338 1/6	Terms Discount Percent Terms discount percentage, expressed as A percent, available to the purchaser if an Invoice is paid on or before the terms days due (e.g. 2% = 00.020)		O	R3
ITD04	370 6/6	Terms Discount Due Date (YYMMDD)		O	DT
ITD05	351 3/3	Terms Discount Days Due Number of days in the terms discount period By which payment is due if terms discount is earned (e.g. 15 = 015)		X	N
NOTE: Use only "IF" Contract Terms are better than current Contract Terms and Conditions in DLA Troop Support Contracts					

EXAMPLE

ITD*16**00.020*980310*015
 Decimal uses one position in Length. Zero fill ITD03 and ITD05

SEG ID DTM Date/Time Reference
 POS NO 140
 REQ DES Optional (Mandatory for DLA Troop Support)

PRIME VENDOR SOUTH WEST ASIA

MAX USE 10

PURPOSE To specify pertinent dates and times

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
DTM01	374	Date/Time Qualifier 011 = Shipped	M	ID	3/3
DTM02	373	Date (YYMMDD)	X	DT	6/6

EXAMPLE

DTM*011*980301

PRIME VENDOR SOUTH WEST ASIA

PRIME VENDORS ONLY!!!

Loop Repeat 200000

SEG ID IT1 Baseline Item Data (Invoice)
 POS NO 010
 REQ DES Optional (Mandatory for DLA Troop Support) ****See Note Below**
 MAX USE 1

PURPOSE Specify the basic and most frequently used line item data (CLIN level) for the invoice and related transactions

DATA ELEMENT SUMMARY						
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH	
IT101	350	Assigned Identification Contract Line Item Number (CLIN) **(e.g. 0001)		O/Z	AN	4/6
IT102	358	Quantity Invoiced (e.g. 10 = 000000010)		X	N	1/9
IT103	355	Unit or Basic Measurement		X	ID	2/2
IT104	212	Price-extended CLIN \$\$ Amt X *decimal uses one position length (e.g. 25.50 = 0000025.50)		R2		1/10
IT106	235	Product/Service I.D. Qualifier FS = National Stock Number		X	ID	2/2
IT107	234	Product/Service I.D. NSN (e.g. 891500E210123)		X	AN	13/13
IT108	235	Product/Service I.D. Qualifier ZZ = Mutually Defined		X	ID	2/2
IT109	234	Product/Service I.D. PV = PV	X		AN	2/2

NOTE: PVS ONLY::: Data required in all segments.

EXAMPLE

IT1*0001 *10*CA**0000025.50**FS*891500E210123*ZZ*PV
Refer to page 1A "IF" CLIN was NOT shipped- (e.g. zero fill quantity and price field)

PRIME VENDOR SOUTH WEST ASIA

NON-PRIME VENDORS ONLY!!!

Loop Repeat 200000

SEG ID IT1 Baseline Item Data (Invoice)
 POS NO 010
 REQ DES Optional (Mandatory for DLA Troop Support) **See Note Below
 MAX USE 1

PURPOSE Specify the basic and most frequently used line item data (CLIN level) for the invoice and related transactions

DATA ELEMENT SUMMARY						
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH	
IT101	350	Assigned Identification Contract Line Item Number (CLIN) (e.g. 0001)		O/Z	AN	4/6
IT102	358	Quantity Invoiced (e.g. 10 = 000000010)	X	N		1/9
IT103	355	Unit or Basic Measurement		X	ID	2/2
IT104	212	Unit Price Amount *decimal uses one position length (e.g. 2.50 = 0000002.50)	X	R2		1/10
IT106	235	Product/Service I.D. Qualifier FS = National Stock Number		X	ID	2/2
IT107	234	Product/Service I.D. (e.g. 891500E210123)	X		AN	13/13
NOTE: NON PVS ONLY::: Data required in all of the above segments.						
EXAMPLE						
IT1*0001 *10*CA*0000002.50*FS*891500E210123						

SEG ID TDS Total Monetary Value Summary
 POS NO 010
 REQ DES Mandatory
 MAX USE 1

PURPOSE Specify the total dollar amount of the invoice

DATA ELEMENT SUMMARY						
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH	

PRIME VENDOR SOUTH WEST ASIA

TDS01	610	Amount of Total Invoice	M	N2
1/10		(e.g. 123.45 = 0000012345)		
		EXAMPLE		
TDS*0000012345				

Loop Repeat 25

SEG ID SAC Service, Promotion, Allowance, or Charge Information
 POS NO 040
 REQ DES Optional
 MAX USE 1

PURPOSE To request or identify a service, promotion, allowance, or charge

DATA ELEMENT SUMMARY						
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH	
SAC01	248	Allowance or Charge Indicator C = Charge		M/Z	ID	1/1
SAC05	610	Total Amount of Service (e.g. 30.50 = 0000003050)		O/Z	N2	1/10

EXAMPLE

SAC*C****0000003050

SEG ID CTT Transaction Totals
 POS NO 070
 REQ DES Optional (Mandatory for DLA Troop Support)
 MAX USE 1

PURPOSE To transmit a hash total for a specific element in
 The transaction set

DATA ELEMENT SUMMARY						
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH	
CTT01	354	Number of CLIN Line Items Invoiced	M	No		1/6

PRIME VENDOR SOUTH WEST ASIA

EXAMPLE

CTT*125

SEG ID SE Transaction Set Trailer
 POS NO 080
 REQ DES Mandatory
 MAX USE 1

PURPOSE Indicates the end of the transaction set and provide the count of the Transmitted segments (including the beginning (ST) and ending (SE) segments)

DATA ELEMENT SUMMARY						
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH	
SE01	96	Number of Included Segments	M	N	1/10	
SE02	329	Transaction Set Control Number	M	AN	4/9	

EXAMPLE

SE*30*000004110

PRIME VENDOR SOUTH WEST ASIA

832 Catalog (Vendor to DPSC) –modification

The 832 Catalog uses the standard EDI transaction set for the 832 Price/Sales Catalog.

Please note: Elements coded with an "M" are mandatory and are required on all catalog submissions.

Elements coded with a "C" are conditional and are required if certain conditions are met (see annotation at the bottom for each specific condition). Elements coded with an "O" are optional and are not required fields.

<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>	<i>M/C/O</i>
ST Transaction Set Header	ST01	“832”		M
	ST02	n/a		M
BCT Beginning Segment for Price/sales Catalog	BCT01	“PC” - price catalog		M
	BCT02	contract-number	13 AN	M
DTM Date/Time Reference	DTM01	“152” - effective date of change		M
	DTM02	update-date	date	M
	DTM03	update-time (HHMMSS)	time	M
LIN Item Identification	LIN01	line-number	4 UI	M
	LIN02	“SW” - stock number		M
	LIN03	stock-number	13 AN	M
	LIN04	“VP” - vendor part		M
	LIN05	part-number	25 AN	M
	LIN06	“ZZ” - mutually defined to indicate the type of change		M
	LIN07	update-indicator "C" = Change "D" = Delete	1 AN	M
	LIN08	“ZZ” - mutually defined to indicate economic indicator		M
	LIN09	economic indicator 0 = Large Bus. 1 = SB (Small business) 2 = SDB (Small disadvantaged business) 3 = WOSB (Women owned small business) 4 = VOSB (Veteran owned small business) 5 = SDVOSB (Service-disabled veteran owned small business) 6 = HZSB (Hub-Zone small business)	2 AN	M

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<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>	<i>M/C/O</i>
		7 = Native Indian small business 8 = Native Hawaiian small business		
REF Reference Identification				
	REF01	"ZZ" – Mutually defined	2 ID	O
	REF02	"SO"	2 AN	O
	REF03	Special Ordering Instructions	80 AN	O
	REF01	"ZZ" – Mutually defined	2 ID	M
	REF02	"FS"	2 AN	M
	REF03	Foreign Source Indicator "Y"=Yes, "N"=No	1 AN	M
	REF01	"ZZ" – Mutually defined	2 ID	O
	REF02	"SK"	2 AN	O
	REF03	Vendor SKU	20 AN	O
	REF01	"ZZ" – Mutually defined	2 ID	M
	REF02	"DU"	2 AN	M
	REF03	DLA Troop Support Unique "Y"=Yes, "N"=No	1 AN	M
PID Product/Item Description				
	PID01	"F" - free form		M
	PID02	"GEN" - general		M
	PID03	n/a		
	PID04	n/a		
	PID05	DLA Troop Support item-description	80 AN	M
	PID06	n/a		
	PID07	n/a		
	PID08	DLA Troop Support Standard Acceptance "Y" = Yes, "N" = No	1 ID	M
MEA Measurements				
	MEA01	"WA" = Waste		C*
	MEA02	"T" = Tare Weight (Total weight of all packaging for item)	1 ID	C*
	MEA03	Tare Weight Value	9,2 decimal	C*
	MEA04	Tare Weight Unit of Measure	2 ID	C*

PRIME VENDOR SOUTH WEST ASIA

<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>	<i>M/C/O</i>
	MEA01	"WA" = Waste	2 ID	C*
	MEA02	"ZAL" = Aluminum (Total weight of aluminum packaging for item)	3 ID	C*
	MEA03	Aluminum Weight Value	9,2 decimal	C*
	MEA04	Aluminum Weight Unit of Measure	2 ID	C*
	MEA01	"WA" = Waste	2 ID	C*
	MEA02	"ZSN" = Tin (Total weight of tin) packaging for item)	3 ID	C*
	MEA03	Tin Weight Value	9,2 decimal	C*
	MEA04	Tin Weight Unit of Measure	2 ID	C*
	MEA01	"WA" = Waste	2 ID	C*
	MEA02	"ZFL" = Paper (Total weight of paper and cardboard packaging for item)	3 ID	C*
	MEA03	Paper Weight Value	9,2 decimal	C*
	MEA04	Paper Weight Unit of Measure	2 ID	C*
	MEA01	"WA" = Waste	2 ID	C*
	MEA02	"VIN" = Plastic (Total weight of plastic packaging for item)	3 ID	C*
	MEA03	Plastic Weight Value	9,2 decimal	C*
	MEA04	Plastic Weight Unit of Measure	2 ID	C*
	MEA01	"WA" = Waste	2 ID	C*
	MEA02	"ZZZ" = Glass (Total weight of glass packaging for item)	3 ID	C*
	MEA03	Glass Weight Value	9,2 decimal	C*
	MEA04	Glass Weight Unit of Measure	2 ID	C*
P04 Item Physical Detail	PO401	units-per-purchase-pack	4 UI	M
	PO402	package-size	8 explicit decimal 2 "12345.78"	M
	PO403	package-unit-of-measure	2 AN	M
	PO404	packaging-code (Note: must = "AVG" if item is catch weight)	5 AN	M
	PO406	Gross Weight	9,2 decimal	M
	PO407	Gross Weight Unit	2 ID	M

PRIME VENDOR SOUTH WEST ASIA

<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>	<i>M/C/O</i>
	PO408	Gross Volume	9,2 decimal	M
	PO409	Gross Volume Unit	2 ID	M
ITD Terms of Sale	ITD01	"16" - Prompt Payment Act		M
	ITD02	n/a		
	ITD03	n/a		
	ITD04	n/a		
	ITD05	n/a		
	ITD06	n/a		
	ITD07	n/a		
	ITD08	n/a		
	ITD09	n/a		
	ITD10	n/a		
	ITD11	n/a		
	ITD12	Brand Name	40 AN	M
LDT Lead Time				
	LDT01	Lead time code – "AU" = Shelf life (Mutually defined)	2 ID	O
	LDT02	Shelf life (# of months or days)	3 Integer	O
	LDT03	Shelf life Unit - "MO" = Month "DY" = Day	2 ID	O
SAC Service, Promotion, Allowance, or Charge Information				
	SAC01	"A" = Allowance	1 ID	C**
	SAC02	"C260" – Discount – Incentive (NAPA)	4 ID	C**
	SAC05	NAPA Allowance (\$)	10,2 decimal	C**
	SAC01	"A" = Allowance	1 ID	C**
	SAC02	"C300" – Discount – Special (Food Show)	4 ID	C**
	SAC05	Food Show Allowance (\$)	10,2 decimal	C**
	SAC01	"A" = Allowance	1 ID	C**
	SAC02	"C310" – Discount – (Promotional)	4 ID	C**
	SAC05	Promotional Allowance (\$)	10,2 decimal	C**
	SAC01	"C" = Charge	1 ID	M
	SAC02	"C330" – Distribution fee	4 ID	M
	SAC03	"ZZ" = Mutually defined	2 ID	M
	SAC04	Distribution fee category code	4 AN	M
	SAC05	Distribution fee for Unit	10,2 decimal	M

PRIME VENDOR SOUTH WEST ASIA

<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>	<i>M/C/O</i>
		of Measure		
CTP Pricing Information	CTP01	n/a		
	CTP02	“STA” - standard price		M
	CTP03	vendor-price (Price including distribution fee per unit of measure)	10 explicit decimal 2	M
	CTP04	Catch weight multiple Number of units (in LB units) that must be ordered to purchase 1 case of product	6 Integer (entered for catch weight items only) otherwise blank	C***
	CTP05	unit-of-measure (Note: must be "LB" if item is catch weight)	2 AN	M
	CTP06	“SEL” Price Multiplier Qualifier	3	M
	CTP07	ratio-numerator	4 UI	M
	CTP08	ratio-denominator	4 UI	M
CTP Pricing Information	CTP01	n/a		
	CTP02	"PRO" = Producer's Price		M
	CTP03	Product price (Price excluding distribution fee per unit of measure)	10 explicit decimal 2	M
CTT Transaction Totals	CTT01	total number of line items	4 UI	M
SE Transaction Set Trailer	SE01	number of included segments		M
	SE02	transaction set control number		M

C* = Conditional: Element is required if catalog is used for Navy standard core menu.

C** = Conditional: Item is required if allowance applies for this item

C*** = Conditional: Element is required if item is a Catch-weight item.

PRIME VENDOR SOUTH WEST ASIA

850 Purchase Order

Outbound X12 850 Transaction, Version 3040

Description:

This map is for a detailed purchase order 850 sent to an EDI capable vendor from DLA Troop Support. It is generated for each order placed by a customer in STORES.

ISA – Interchange Control Header

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	I01	Authorization Information Qualifier	"00"	M	ID	2/2
02	I02	Authorization Information	Blank	M	AN	10/10
03	I03	Security Information Qualifier	"00"	M	ID	2/2
04	I04	Security Information	Blank	M	AN	10/10
05	I05	Interchange ID Qualifier	"ZZ" = Mutually defined	M	ID	2/2
06	I06	Interchange Sender ID	LAP DoDAAC	M	AN	15/15
07	I05	Interchange ID Qualifier	Vendor's ID qualifier	M	ID	2/2
08	I07	Interchange Receiver ID	Vendor ID	M	AN	15/15
09	I08	Interchange Date	Date of transmission	M	DT	6/6
10	I09	Interchange Time	Time of transmission	M	TM	4/4
11	I10	Interchange Control Standards Identifier	"U" = U.S. EDI Community	M	ID	1/1
12	I11	Interchange Control Version Number	"00200" = assigned value	M	ID	5/5
13	I12	Interchange Control Number	Control Number (matches IEA below)	M	NO	9/9
14	I13	Acknowledgment Requested	"0" = No acknowledgement requested	M	ID	1/1
15	I14	Usage Indicator	"P" = Production data	M	ID	1/1
16	I15	Component Element	">"	M	AN	1/1

PRIME VENDOR SOUTH WEST ASIA

		Separator				
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GS – Functional Group Header

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	479	Functional Identifier Code	"PO" = Purchase Order	M	ID	2/2
02	142	Application Sender's Code	LAP DoDAAC	M	AN	2/15
03	124	Application Receiver's Code	Vendor ID	M	AN	2/15
04	373	Date	Date of transmission	M	DT	6/6
05	337	Time	Time of transmission	M	TM	4/8
06	28	Group Control Number	Control Number (matches GE below)	M	NO	1/9
07	455	Responsible Agency Code	"X" = X12	M	ID	1/2
08	480	Version/Release/Industry/Identifier Code	EDI X12 Version (003040)	M	AN	1/12

ST – Transaction Set Header

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	143	Transaction Set Identifier Code	"850"	M	ID	3/3
02	329	Transaction Set Control Number	Control Number (matches SE below)	M	AN	4/9

BEG – Beginning Segment for Purchase Order

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	353	Transaction Set Purpose Code	"00" = Original	M	ID	2/2
02	92	Purchase Order Type Code	"NE" = New Order	M	ID	2/2
03	324	Purchase Order Number	Purchase Order Number	M	AN	1/22
04	328	Release Number	Call Number	O	AN	1/30
05	373	Date	Purchase Order Date	M	DT	6/6
06	367	Contract	Contract number	O	AN	1/30

PRIME VENDOR SOUTH WEST ASIA

		Number				
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DTM – Date/Time Reference

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	374	Date/Time Qualifier	"002" = Delivery Requested	M	ID	3/3
02	373	Date	Required Delivery Date	M	DT	6/6

N1 – Name

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	98	Entity Identifier Code	"ST" = Ship To	M	ID	2/2
02	93	Name	NA	M	AN	1/35
03	66	Identification Code Qualifier	"10" = DODAAC	M	ID	2/2
04	67	Identification Code	Ship to DODAAC	M	AN	2/17

N2 – Additional Name Information

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	93	Name	Facility	M	AN	1/35
02	93	Name	Building	O	AN	1/35

N3 – Address Information

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	166	Address Information	Address Line 1	M	AN	1/35
02	166	Address Information	Address Line 2	M	AN	1/35

N4 – Geographic Location

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	19	City Name	City	O	AN	2/30
02	156	State or Province Code	State	O	ID	2/2
03	116	Postal Code	Zip	O	ID	3/11

PRIME VENDOR SOUTH WEST ASIA

PO1 – Baseline Item Data

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	350	Assigned Identification	Line number	O	AN	1/11
02	330	Quantity Ordered	Quantity Ordered	M	R	1/9
03	355	Unit or Basis for Measurement Code	Unit of shipment	M	ID	2/2
04	212	Unit Price	Vendor Price	X	R	1/17
05	639	Basis of Unit Price Code	Not used	O	ID	2/2
06	235	Product/Service ID Qualifier	"VP" = Vendor's (Seller's) Part Number	M	ID	2/2
07	234	Product/Service ID	Part number	X	AN	1/40
08	235	Product/Service ID Qualifier	"SW" = Stock Number	M	ID	2/2
09	234	Product/Service ID	Part number	X	AN	1/40
10	235	Product/Service ID Qualifier	"ZZ" = Mutually Defined	M	ID	2/2
11	234	Product/Service ID	fic	X	AN	1/40

PID – Product/Item Description

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	349	Item Description Type	"F" = free-form	M	ID	1/1
02	750	Product/Process Characteristic Code	Not used	O	ID	2/3
03	559	Agency Qualifier Code	Not used	X	ID	2/2
04	751	Product Description Code	Not used	X	AN	1/12
05	352	Description	Item description	X	AN	1/80

PRIME VENDOR SOUTH WEST ASIA

N9 – Reference Number (Segment only written if the order meets UGR-A definition listed in the MSG which follows.)

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	128	Reference Number Qualifier	WF = Locally Assigned Control Number	M	ID	2/2
02	127	Reference Number	Not used	X	AN	1/30
03	369	Free Form Description	UGR-A Exception Data	X	AN	1/45

MSG – Message Text

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	933	Free Form Message Text	Exception data (Sent only on UGR-A orders)	M	AN	1/264

CTT – Transaction Totals

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	354	Number of Line Items	Total items per PO	M	NO	1/6
02	347	Hash Total	Total dollar value per PO	O	R	1/10

SE- Transaction Set Trailer

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	96	Number of Included Segments	Number of Segments	M	NO	1/10
02	329	Transaction Set Control Number	Control Number (matches ST above)	M	AN	4/9

GE – Functional Group Trailer

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	97	Number of Transaction Sets Included	Number of Transaction Sets	M	NO	1/6
02	28	Group Control Number	Control Number (matches GS above)	M	NO	1/9

PRIME VENDOR SOUTH WEST ASIA

IEA – Interchange Control Trailer

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	I16	Number of Included Functional Groups	Number of Groups	M	NO	1/5
02	I12	Interchange Control Number	Control Number (matches ISA above)	M	NO	9/9

Explanation of the Example:

The following example illustrates how an 850 would be formatted when sent to a vendor.

Please note: Vendors should be prepared to accept multiple orders from the same customer on any given day.

```

ISA~00~           ~00~           ~ZZ~M0026A           ~ZZ~Vendor ID
~010907~1036~U~00200~000456789~0~P~>
GS~PO~M0026A~Vendor ID~010907~1036~123456789~X~003040
ST~850~0001
BEG~00~NE~purchase_order_number~call_number~purchase_order_date~contract_number
DTM~002~required_delivery_date
N1~ST~ ~10~ship_to_dodaac
N2~facility~building
N3~address_line_1~address_line_2
N4~city~state~zip
PO1~line_number~quantity_ordered~unit_of_shipment~vendor_price~ ~VP~part_number~SW~stock_number~ZZ~fic
PID~F~ ~ ~ ~item_description
N9~WF~ ~UGR-A Exception Data
MSG~exception_text
CTT~total_items_per_po~total_dollars_per_po
SE~13~0001
GE~1~123456789
IEA~1~000456789
    
```