


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30			1. REQUISITION NUMBER	PAGE 1 OF 196
2. CONTRACT NO. SPM300-12-D-3481	3. AWARD/EFFECTIVE DATE See Block 31C	4. ORDER NUMBER	5. SOLICITATION NUMBER SPM300-07-R-0004	6. SOLICITATION ISSUE DATE 12/30/2008
7. FOR SOLICITATION INFORMATION CALL: 		a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY DLA Troop Support 700 Robbins Avenue Philadelphia, PA 19111-5092	CODE SPM300	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A)	NAICS: SIZE STANDARD:
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	

15. DELIVER TO See Schedule	CODE	16. ADMINISTERED BY Same as Block #9	CODE
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17a. CONTRACTOR/ OFFEROR Theodor Wille Intertrade, GmbH (TWI) Josef-Elcher Str 14 60437 Frankfurt-Kalbach TELEPHONE NO. 011 49 69 9050 6880	CODE DB096	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Defense Finance and Accounting Svc (DFAS) BSM P.O. Box 369031 Columbus, OH 43236-9031	CODE SL4701
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<input checked="" type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	Base Period: 30 Months				
2	Option Period 1: 18 Months				
3	Option Period 2: 18 Months				
(Use Reverse end/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA 97X4930 5CBX 001 2620 S33189	26. TOTAL AWARD AMOUNT (For Govt Use Only) See Page #54
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<input 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 type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52 212-4. FAR 52 212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
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<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. TWI's _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR 	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 
30b. NAME AND TITLE OF SIGNER (Type or print) D. PATRICK MALCOR CEO	31b. NAME OF CONTRACTING OFFICER (Type or print) TINA FREDERICO
30c. DATE SIGNED 5-Jan-2012	31c. DATE SIGNED 5 Jan 2012

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52.214-9008 Rounding Off of Offer and Award Prices (Aug 2008) Alternate I DLAD
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LIST OF ATTACHMENTS (IMPORTANT DOCUMENTS)

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Attachment 1 – STORES EDI Information
Attachment 2 – TWI’s Subcontracting Plan Dated January 6, 2010
Attachment 3 – AF NAF Proprietary Items
Attachment 4 – MPA Procedures Manual
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Attachment 6 – TWI’s DLA Mentoring Business Agreement (MBA) Proposal
Attachment 7 – Zone I and Zone III – Northern Europe and Central Asia Customers

CONTINUATION OF SF 1449

The followings are incorporated into this contract:

- a. TWI's initial Technical/Business (Cost/Price) Proposal dated 16 Apr 09, including all enhancements and revisions through Final Proposal Revisions dated 07 Mar 11.

Block 17A. (continued)

Offerors:	Specify CAGE Code:	<u>DB096</u>
	DUNS Number:	<u>32-021-2822</u>
	Fax Number(s):	<u>49 69 9050 688 12</u>
	E-Mail Address:	<u>patrick.malcor@twipv.com</u>
	Company POC:	<u>Patrick Malcor, Jr.</u>
	Phone Number:	<u>49 69 9050 6880</u>
	Location for Site Visit:	<u>n/a</u>

Block 17B (continued)

Remittance will be made to the address that the vendor has listed in the Central Contract Register (CCR). See DFARS 252.204-7004.

- ***Authorized Negotiators***

The following person(s) is/are authorized to negotiate on its behalf with the Government in connection with this contract. Please list names, titles, telephone numbers and facsimile (FAX) numbers for each authorized negotiator.

D. Patrick Malcor, Jr., Managing Director
Phone: 49 69 9050 6800
Fax: 49 69 9050 688 12

Schley J. Frazer
Phone: 267-297-2628
Fax: 41 41 726-7373

Blocks 19-24 (continued)

See Attachments 1 through 7.

CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JUN 2010)

Note: 52.212-4, **Contract Terms and Conditions—Commercial Items (JUN 2010)** is incorporated in this solicitation by reference. Its full text may be accessed electronically at http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/52_000.htm#P1704_238410.

ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JUN 2010)

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) In addition to bilateral modifications, 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 any time, 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.
- (5) Failure to agree to any adjustment shall be a dispute under the Disputes Clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract.
- (6) The Contracting Officer, at his/her discretion, may unilaterally invoke administrative changes to 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 default, the Contractor shall pay, and the Government shall accept, the sum of \$1,155.00 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 (PV), supplier or manufacturer, the PV 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, Tina Frederico at 215-737-4545
 - (iii) DLA Troop Support Account Managers, Bill Blake at 215-737-4217
 - (iv) 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
 - (iv) List of customers that have received product
 - (v) Name and phone number of responsible person (Recall Coordinator)
- (3) The PV should provide a Final Status Report of Recall, when completed, to the DLA Troop Support Consumer Safety Officer."

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

Add the following paragraph:

(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".

"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 number, 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 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (NOV 2011)
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(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:

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 (Jul 2010) (Pub. L. 111-5).
- (6) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).
- (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).
- (8) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- (10) [Reserved]
- (11) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
 - (ii) Alternate I (Nov 2011).
 - (iii) Alternate II (Nov 2011).
- (12) (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.
- (13) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
- (14) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)
 - (ii) Alternate I (Oct 2001) of 52.219-9.
 - (iii) Alternate II (Oct 2001) of 52.219-9.
 - (iv) Alternate III (July 2010) of 52.219-9.
- (15) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- (16) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- (17) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (18) (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.
- (19) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (20) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (Nov 2011).
- (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Nov 2011).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- (30) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (33) 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.)
- (34) (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.)
- (35) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (36) (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.
- (37) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).
- (38) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- (39) (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.
- (40) 52.225-5, Trade Agreements (Nov 2011) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (41) 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).
- (42) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (43) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (44) 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)).
- (45) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (46) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).
- (47) 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- (48) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
- (49) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (50) (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.*).
- (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.

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

(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.*)

(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.

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2011)

(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 (SEP 2011) (Section 847 of Pub. L. 110-181).

(2) _____ [252.203-7003](#), Agency Office of the Inspector General (SEP 2010)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

(3) [252.205-7000](#), Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(4) _____ [252.219-7003](#), Small Business Subcontracting Plan (DoD Contracts) (SEP 2011) (15 U.S.C. 637).

(5) _____ [252.219-7004](#), Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

(6)(i) _____ [252.225-7001](#), Buy American Act and Balance of Payments Program (OCT 2011) (41 U.S.C. chapter 83, E.O. 10582).

(ii) _____ Alternate I (OCT 2011) of [252.225-7001](#).

(7) _____ [252.225-7008](#), Restriction on Acquisition of Specialty Metals (JUL 2009)(10 U.S.C. 2533b).

(8) _____ [252.225-7009](#), Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011) (10 U.S.C. 2533b).

(9) [252.225-7012](#), Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).

(10) _____ [252.225-7015](#), Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(11) _____ [252.225-7016](#), Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).

(12)(i) [252.225-7021](#), Trade Agreements (OCT 2011) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) _____ Alternate I (OCT 2011) of [252.225-7021](#).

(iii) _____ Alternate II (OCT 2011) of [252.225-7021](#).

(13) _____ [252.225-7027](#), Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(14) _____ [252.225-7028](#), Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(15)(i) _____ [252.225-7036](#), Buy American Act—Free Trade Agreements — Balance of Payments Program (OCT 2011) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).

(ii) _____ Alternate I (OCT 2011) of [252.225-7036](#).

(iii) _____ Alternate II (OCT 2011) of [252.225-7036](#).

(iv) _____ Alternate III (OCT 2011) of [252.225-7036](#).

(16) _____ [252.225-7038](#), Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(17) _____ [252.225-7039](#), Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

(18) [252.226-7001](#), Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

(19) _____ [252.227-7013](#), Rights in Technical Data—Noncommercial Items (SEP 2011), if applicable (see [227.7103-6\(a\)](#)).

(20) _____ [252.227-7015](#), Technical Data—Commercial Items (DEC 2011) (10 U.S.C. 2320).

(21) _____ [252.227-7037](#), Validation of Restrictive Markings on Technical Data (SEP 2011), if applicable (see 227.7102-4(c)).

- (22) [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (23) [252.237-7010](#), Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)
- (24) [252.237-7019](#), Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (25) [252.243-7002](#), Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (26) [252.246-7004](#), Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).
- (27) [252.247-7003](#), Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).
- (28)(i) [252.247-7023](#), Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) [252.247-7023](#), Alternate I (MAR 2000) of [252.247-7023](#).
- (iii) [252.247-7023](#), Alternate II (MAR 2000) of [252.247-7023](#).
- (iv) [252.247-7023](#), Alternate III (MAY 2002) of [252.247-7023](#).
- (29) [252.247-7024](#), Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- (30) [252.247-7027](#), Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).

(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) [252.225-7039](#), Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (2) [252.227-7013](#), Rights in Technical Data--Noncommercial Items (SEP 2011), if applicable (see [227.7103-6\(a\)](#)).
- (3) [252.227-7015](#), Technical Data—Commercial Items (DEC 2011), if applicable (see [227.7102-4\(a\)](#)).
- (4) [252.227-7037](#), Validation of Restrictive Markings on Technical Data (SEP 2011), if applicable (see [227.7102-4\(c\)](#)).
- (5) [252.237-7010](#), Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (6) [252.237-7019](#), Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (7) [252.247-7003](#), Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).
- (8) [252.247-7023](#), Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (9) [252.247-7024](#), Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

FAR 52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (OCT 2008)
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(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 (41 U.S.C. 48). Additionally, certain of these supplies are available from the Defense Logistics Agency (DLA), the General Services Administration (GSA), or the Department of Veterans Affairs (VA). The Contractor shall obtain mandatory supplies or services to be provided for Government use under this contract from the specific sources indicated in the contract schedule.

(b) The Contractor shall immediately notify the Contracting Officer if a mandatory source is unable to provide the supplies or services by the time required, or if the quality of supplies or services provided by the mandatory source is unsatisfactory. The Contractor shall not purchase the supplies or services from other sources until the Contracting Officer has notified the Contractor that the Committee or an AbilityOne central nonprofit agency has authorized purchase from other sources.

(c) Price and delivery information for the mandatory supplies is available from the Contracting Officer for the supplies obtained through the DLA/GSA/VA distribution facilities. For mandatory supplies or services that are not available from DLA/GSA/VA, price and delivery information is available from the

appropriate central nonprofit agency. Payments shall be made directly to the source making delivery. Points of contact for AbilityOne central nonprofit agencies are:

- (1) National Industries for the Blind (NIB)
1310 Braddock Place,
Alexandria, VA 22314-1691
(703) 310-0500; and
- (2) NISH
8401 Old Courthouse Road,
Vienna, VA 22182
(571) 226-4660

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, 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 Contract Maximum;
- (2) Any order for a combination of items in excess of Contract Maximum or
- (3) A series of orders from the same ordering office within any number of 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 7-10 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.

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.

FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011)

(a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause—

"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with

the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, *et seq.*) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626 (e)(2).

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (*e.g.*, division, plant, or product line).

"Electronic Subcontracting Reporting System (eSRS)" means the Government wide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 *et seq.*), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business concerns, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and with women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

- (C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.
- (D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.
- (2) A statement of—
- (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
 - (ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);
 - (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
 - (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
 - (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
 - (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and
 - (vii) Total dollars planned to be subcontracted to women-owned small business concerns.
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --
- (i) Small business concerns,
 - (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns, and
 - (vi) Women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, the Central Contractor Registration database (CCR), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in CCR as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of CCR as its source list does not relieve a firm of its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --
- (i) Small business concerns (including ANC and Indian tribes);
 - (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
 - (vi) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$650,000 (\$1.5 million for construction of any public facility with further subcontracting possibilities) to adopt a plan similar to the plan that complies with the requirements of this clause.

- (10) Assurances that the offeror will --
- (i) Cooperate in any studies or surveys as may be required;
 - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
 - (iii) Submit the Individual Subcontracting Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with the paragraph (I) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;
 - (iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;
 - (v) Provide its prime contract number, its DUNS number, and the e-mail address of the offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and
 - (vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.
- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- (i) Source lists (*e.g.*, CCR), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
 - (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
 - (iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating --
 - (A) Whether small business concerns were solicited and if not, why not;
 - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
 - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
 - (D) Whether HUBZone small business concerns were solicited and, if not, why not;
 - (E) Whether small disadvantaged business concerns were solicited and if not, why not;
 - (F) Whether women-owned small business concerns were solicited and if not, why not; and
 - (G) If applicable, the reason award was not made to a small business concern.
 - (iv) Records of any outreach efforts to contact --
 - (A) Trade associations;
 - (B) Business development organizations;
 - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
 - (D) Veterans service organizations.
 - (v) Records of internal guidance and encouragement provided to buyers through --
 - (A) Workshops, seminars, training, etc., and
 - (B) Monitoring performance to evaluate compliance with the program's requirements.

- (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
 - (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
 - (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
 - (4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.
 - (5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
 - (6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided --
- (1) The master plan has been approved;
 - (2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
 - (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.
- (h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- (i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.
- (j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive

Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with—

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) *ISR*. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides—

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) *SSR*.

(i) Reports submitted under individual contract plans—

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (*e.g.* plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$650,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

(D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

- (ii) Reports submitted under a commercial plan—
 - (A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.
 - (B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.
 - (C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.
 - (D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.
- (iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

52.225-25 Prohibition on Engaging in Sanctioned Activities Relating to Iran—Certification (NOV 2011)

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

(1) Means--

- (i) A natural person;
 - (ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
 - (iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and
- (2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror--

- (1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and
- (2) 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. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirement of paragraph (c)(2) of this provision do not apply if—

- (1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and
- (2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

FAR 52.245-1 GOVERNMENT PROPERTY (AUG 2010)

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

“Acquisition cost” means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

“Cannibalize” means to remove serviceable parts from one item of equipment in order to install them on another item of equipment.

“Contractor-acquired property” means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

“Contractor inventory” means—

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, *e.g.*, as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

(4) “Contractor’s managerial personnel” means the Contractor’s directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

(1) All or substantially all of the Contractor’s business;

(2) All or substantially all of the Contractor’s operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

“Demilitarization” means rendering a product unusable for and not restorable to, the purpose for which it was designed or is customarily used.

“Discrepancies incident to shipment” means any differences (*e.g.*, count or condition) between the items documented to have been shipped and items actually received.

“Equipment” means a tangible asset that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

“Government-furnished property” means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract.

“Government property” means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property.

“Material” means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling and special test equipment.

“Nonseverable” means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

“Plant equipment” as used in this part, means personal property of a capital nature (including equipment, machine tools, test equipment, furniture, vehicles, and accessory and auxiliary items) for use in manufacturing supplies, in performing services, or for any administrative or general plant purpose. It does not include special tooling or special test equipment.

“Precious metals” means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

“Property” means all tangible property, both real and personal.

“Property Administrator” means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

“Provide” means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

“Real property” means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or plant equipment.

“Sensitive property” means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

“Surplus property” means excess personal property not required by any Federal agency as determined by the Administrator of the General Services Administration (GSA).

(b) *Property management.*

(1) The Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of Government property, consistent with voluntary consensus standards and/or industry-leading practices and standards for Government property management except where inconsistent with law or regulation. During the period of performance, the Contractor shall disclose any significant changes to their property management system to the Property Administrator prior to implementation.

(2) The Contractor’s responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, disposition, or via a completed investigation, evaluation, and final determination for lost, damaged, destroyed, or stolen property. This requirement applies to all Government property under the Contractor’s accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(c) *Use of Government property.* The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer. The Contractor shall not modify, cannibalize, or make alterations to Government property unless this contract specifically identifies the modifications, alterations or improvements as work to be performed.

(d) *Government-furnished property.*

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor’s timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor’s timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government’s expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an “as-is” condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor’s expense.

(3)

(i) The Contracting Officer may by written notice, at any time—

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) *Title to Government property.*

(1) The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) *Fixed-price contracts.*

(i) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause.

(ii) Title to each item of equipment, special test equipment and special tooling acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(iii) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract—

(A) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(B) Title to all other material shall pass to and vest in the Government upon—

(1) Issuance of the material for use in contract performance;

(2) Commencement of processing of the material or its use in contract performance; or

(3) Reimbursement of the cost of the material by the Government, whichever occurs

first.

(3) *Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts.*

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon—

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(iii) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (e)(3)(iii) (collectively referred to as "Government property"), are subject to the provisions of this clause.

(f) *Contractor plans and systems.*

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) *Acquisition of Property.* The Contractor shall document that all property was acquired consistent with its engineering, production planning, and material control operations.

(ii) *Receipt of Government Property.* The Contractor shall receive Government property (document the receipt), record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (*e.g.*, stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) *Government-furnished property.* The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) *Contractor-acquired property.* The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) *Records of Government property.* The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking and/or disposition).

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service.

(B) *Use of a Receipt and Issue System for Government Material.* When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) *Physical inventory.* The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (*e.g.*, overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) *Subcontractor control.*

(A) The Contractor shall award subcontracts that clearly identify assets to be provided and shall ensure appropriate flow down of contract terms and conditions (*e.g.*, extent of liability for loss, damage, destruction or theft of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) *Reports.* The Contractor shall have a process to create and provide reports of discrepancies; loss, damage, destruction, or theft; physical inventory results; audits and self-assessments; corrective actions; and other property related reports as directed by the Contracting Officer.

(A) Loss, damage, destruction, or theft. Unless otherwise directed by the Property Administrator, the Contractor shall investigate and promptly furnish a written narrative of all incidents of loss, damage, destruction, or theft to the property administrator as soon as the facts become known or when requested by the Government.

(B) Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).

(3) Quantity.

(4) Unique Item Identifier (if available).

(5) Accountable Contract number.

(6) A statement indicating current or future need.

(7) Acquisition cost, or if applicable, estimated scrap proceeds, estimated repair or replacement costs.

(8) All known interests in commingled property of which the Government property is a part.

(9) Cause and corrective action taken or to be taken to prevent recurrence.

(10) A statement that the Government will receive any reimbursement covering the loss, damage, destruction, or theft, in the event the Contractor was or will be reimbursed or compensated.

(11) Copies of all supporting documentation.

(12) Last known location.

(13) A statement that the property did or did not contain sensitive or hazardous material, and if so, that the appropriate agencies were notified.

(vii) *Relief of stewardship responsibility.* Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility for Government property when such property is—

(A) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator; or a Property Administrator granted relief of responsibility for loss, damage, destruction or theft of Government property;

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

(C) Disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) *Utilizing Government property.*

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government property with property not owned by the Government.

(ix) *Maintenance.* The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) *Property closeout.* The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss, damage, destruction, or theft cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions and dispositions of material and equipment.

(3) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness, and shall perform periodic internal reviews and audits. Significant findings and/or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(g) *Systems analysis.*

(1) The Government shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be safeguarded from tampering or destruction.

(3) Should it be determined by the Government that the Contractor's property management practices are inadequate or not acceptable for the effective management and/or control of Government property under this contract, and/or present an undue risk to the Government, the Contractor shall immediately take all necessary corrective actions as directed by the Property Administrator.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) *Contractor Liability for Government Property.*

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies—

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel. Contractor's managerial personnel, in this clause, means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the Contractor's

business; all or substantially all of the Contractor's operation at any one plant or separate location; or a separate and complete major industrial operation.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss, damage, destruction, or theft, due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss, damage, destruction, or theft of Government property occurred while the Contractor had adequate property management practices or the loss, damage, destruction, or theft of Government property did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Contractor shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.

(4) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) *Equitable adjustment.* Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. The right to an equitable adjustment shall be the Contractor's exclusive remedy and the Government shall not be liable to suit for breach of contract for the following:

- (1) Any delay in delivery of Government-furnished property.
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use.
- (3) An increase, decrease, or substitution of Government-furnished property.
- (4) Failure to repair or replace Government property for which the Government is responsible.

(j) *Contractor inventory disposal.* Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer.

(1) *Scrap to which the Government has obtained title under paragraph (e) of this clause.*

(i) *Contractor with an approved scrap procedure.*

(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that—

- (1) Requires demilitarization;
- (2) Is a classified item;
- (3) Is generated from classified items;
- (4) Contains hazardous materials or hazardous wastes;
- (5) Contains precious metals; or
- (6) Is dangerous to the public health, safety, or welfare.

(ii) *Contractor without an approved scrap procedure.* The Contractor shall submit an inventory disposal schedule for all scrap. The Contractor may not dispose of scrap resulting from production or testing under this contract without Government approval.

(2) *Predisposal requirements.*

(i) Once the Contractor determines that Contractor-acquired property is no longer needed for contract performance, the Contractor in the following order of priority—

(A) May contact the Contracting Officer if use of the property in the performance of other Government contracts is practical;

(B) May purchase the property at the acquisition cost; or

(C) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).

(ii) The Contractor shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not used in the performance of other Government contracts under paragraph (j)(2)(i)(A) of

this clause, property that was not purchased under paragraph (j)(2)(i)(B) of this clause, and property that could not be returned to a supplier under paragraph (j)(2)(i)(C) of the clause.

(3) *Inventory disposal schedules.*

(i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify—

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for—

(A) Special test equipment with commercial components;

(B) Special test equipment without commercial components;

(C) Printing equipment;

(D) Information technology (*e.g.*, computers, computer components, peripheral equipment, and related equipment);

(E) Precious metals;

(F) Nonnuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

(iv) The Contractor shall describe the property in sufficient detail to permit an understanding of its intended use. Property with the same description, condition code, and reporting location may be grouped in a single line item.

(4) *Submission requirements.* The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than—

(i) 30-days following the Contractor's determination that a Government property item is no longer required for performance of this contract;

(ii) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) 120 days, or such longer period as may be approved by the Termination Contracting Officer following contract termination in whole or in part.

(5) *Corrections.* The Plant Clearance Officer may—

(i) Reject a schedule for cause (*e.g.*, contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(6) *Postsubmission adjustments.* The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(7) *Storage.*

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(8) *Disposition instructions.*

(i) If the Government does not furnish disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. If not returned to the Government, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(9) *Disposal proceeds.* As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(10) *Subcontractor inventory disposal schedules.* The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(4) of this clause.

(k) *Abandonment of Government property.*

(1) The Government shall not abandon sensitive Government property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place, at which time all obligations of the Government regarding such property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) *Communication.* All communications under this clause shall be in writing.

(m) *Contracts outside the United States.* If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

FAR 52.247-34 F.O.B. DESTINATION (NOV 1991)
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(a) The term "f.o.b. destination," as used in this clause, means -

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall --

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

DFARS 252.216-7006 ORDERING (MAY 2011)

(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 contract schedule. Such orders may be issued from the date of award through 30 months after award.

(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)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

DFARS 252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUN 2011)

a) *Definitions.* As used in this clause—

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

"Designated operational area" means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

"Law of war" means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

"Subordinate joint force commander" means a sub-unified commander or joint task force commander.

(b) *General.*

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in—

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations or military exercises, when designated by the Combatant Commander.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States 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 accompanying the U.S. Armed Forces.

(i) Except as provided in paragraph (b)(3)(ii) 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 such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in their contract or with their job description and terms of employment.

(iii) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(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.*

(1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—

(A) The Contractor cannot obtain effective security services;

- (B) Effective security services are unavailable at a reasonable cost; or
- (C) Threat conditions necessitate security through military means.
- (ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.
- (iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.
- (2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the designated operational area are authorized to receive resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.
- (ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.
- (iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.
- (3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.
- (4) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.
- (d) *Compliance with laws and regulations.*
- (1) The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—
- (i) United States, host country, and third country national laws;
- (ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;
- (iii) United States regulations, directives, instructions, policies, and procedures; and
- (iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.
- (2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.
- (3) The Contractor shall ensure that contractor employees accompanying U.S. Armed Forces are aware—
- (i) Of the DoD definition of “sexual assault” in DoDD 6495.01, Sexual Assault Prevention and Response Program;
- (ii) That many of the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause); and
- (iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).
- (e) *Pre-deployment requirements.*
- (1) The Contractor shall ensure that the following requirements are met prior to deploying personnel authorized to accompany U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.
- (i) All required security and background checks are complete and acceptable.
- (ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.
- (iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification

card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

(iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(v) All personnel have received personal security training. At a minimum, the training shall—

- (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, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all Contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States. The basic training will be provided through—

- (1) A military-run training center; or
- (2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not 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 in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, *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 war crime 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 U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, Contractor personnel authorized to accompany U.S. Armed Forces in the field are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(f) *Processing and departure points.* Deployed Contractor personnel shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) *Personnel data.*

(1) The Contractor shall enter before deployment and maintain data for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain the data.

(2) 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 this data card.

(h) *Contractor personnel.*

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or 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 the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall—

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(3) Contractor personnel shall report to the Combatant Commander or a designee, or through other channels such as the military police, a judge advocate, or an inspector general, any suspected or alleged conduct for which there is credible information that such conduct—

(i) Constitutes violation of the law of war; or

(ii) Occurred during any other military operations and would constitute a violation of the law of war if it occurred during an armed conflict.

(i) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) *Weapons.*

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

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

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

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

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

(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 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) 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.
- (5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.
- (k) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.
- (l) *Purchase of scarce goods and services.* If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.
- (m) *Evacuation.*
- (1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.
- (2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.
- (n) *Next of kin notification and personnel recovery.*
- (1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.
- (2) 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 3002.01E, Personnel Recovery in the Department of Defense.
- (o) *Mortuary affairs.* Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces 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 any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) 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 when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in—
- (1) Contingency operations;
- (2) Humanitarian or peacekeeping operations; or
- (3) Other military operations or military exercises, when designated by the Combatant Commander

CONTRACTOR PERSONNEL IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2007-00010)
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(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 (USCENTCOM) Area of Responsibility (AOR), and are not covered by the clause at DFARS 252.225-7040, Contractor Personnel Authorized to Accompany the 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 necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with 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:

(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 operation on-line at <http://www.travel.state.gov>.

(3) The Contractor shall notify all personnel who are not a local national or ordinary 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 other 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.

(g) Personnel data.

(1) The Contractor shall enter, before deployment, or if already in the USCENTCOM 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 USCENTCOM 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 contact 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 at <http://www.defenselink.mil/bta/products/spot.html>.
- (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.

(iv) Access to SPOT. Upon approval, all users will access SPOT at <https://spot.altess.army.mil/>.

(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 the Termination for Default clause.

(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 ___TBD___ [Contracting Officer to specify the appropriate individual, e.g., Contracting Officer's Representative, Regional Security Officer] 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—

(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.

(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 measure.

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

(i) 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

(ii) Is isolated, missing, detained, captured, or abducted.

(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 any time, by written order identified as a change order, make changes in the 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 POLICY 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;

(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 DES-SO, Antiterrorism Program Manager, DSN 427-5400 or commercial 703-767-5400.

DFARS 252.242-7005 CONTRACTOR BUSINESS SYSTEMS (MAY 2011)

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

"Acceptable contractor business systems" means contractor business systems that comply with the terms and conditions of the applicable business system clauses listed in the definition of "contractor business systems" in this clause.

"Contractor business systems" means—

(1) Accounting system, if this contract includes the clause at [252.242-7006](#), Accounting System Administration;

(2) Earned value management system, if this contract includes the clause at [252.234-7002](#), Earned Value Management System;

(3) Estimating system, if this contract includes the clause at [252.215-7002](#), Cost Estimating System Requirements;

(4) Material management and accounting system, if this contract includes the clause at [252.242-7004](#), Material Management and Accounting System;

(5) Property management system, if this contract includes the clause at [252.245-7003](#), Contractor Property Management System Administration; and

(6) Purchasing system, if this contract includes the clause at [252.244-7001](#), Contractor Purchasing System Administration.

"Significant deficiency," in the case of a contractor business system, means a shortcoming in the system that materially affects the ability of officials of the Department of Defense to rely upon information produced by the system that is needed for management purposes.

(b) *General.* The Contractor shall establish and maintain acceptable business systems in accordance with the terms and conditions of this contract.

(c) *Significant deficiencies.* (1) The Contractor shall respond, in writing, within 30 days to an initial determination that there are one or more significant deficiencies in one or more of the Contractor's business systems.

(2) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the final determination as to whether the Contractor's business system contains significant deficiencies. If the Contracting Officer determines that the Contractor's business system contains significant deficiencies, the final determination will include a notice to withhold payments.

(d) *Withholding payments.* (1) If the Contracting Officer issues the final determination with a notice to withhold payments for significant deficiencies in a contractor business system required under this contract, the Contracting Officer will withhold five percent of amounts due from progress payments and performance-based payments, and direct the Contractor, in writing, to withhold five percent from its billings on interim cost vouchers on cost, labor-hour, and time-and-materials contracts until the Contracting Officer has determined that the Contractor has corrected all significant deficiencies as directed by the contracting officer's final determination. The Contractor shall, within 45 days of receipt of the notice, either correct the deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the deficiencies.

(2) If the Contractor submits an acceptable corrective action plan within 45 days of receipt of a notice of the Contracting Officer's intent to withhold payments, and the Contracting Officer, in consultation with the auditor or functional specialist, determines that the Contractor is effectively implementing such plan, the Contracting Officer will reduce withholding directly related to the significant deficiencies covered under the corrective action plan, to two percent from progress payments and performance-based payments, and direct the Contractor, in writing, to reduce the percentage withheld on interim cost vouchers to two percent until the Contracting Officer determines the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination. However, if at any time, the Contracting Officer determines that the Contractor has failed to follow the accepted corrective action plan, the Contracting Officer will increase withholding from progress payments and performance-based payments, and direct the Contractor, in writing, to increase the percentage withheld on interim cost vouchers to the percentage initially withheld, until the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination.

(3) *Payment withhold percentage limits.*

(i) The total percentage of payments withheld on amounts due under each progress payment, performance-based payment, or interim cost voucher, on this contract shall not exceed--

(A) Five percent for one or more significant deficiencies in any single contractor business system; and

(B) Ten percent for significant deficiencies in multiple contractor business systems.

(ii) If this contract contains pre-existing withholds, and the application of any subsequent payment withholds will cause withholding under this clause to exceed the payment withhold percentage limits in paragraph (d)(3)(i) of this clause, the Contracting Officer will reduce the payment withhold percentage in the final determination to an amount that will not exceed the payment withhold percentage limits.

(4) For the purpose of this clause, payment means any of the following payments authorized under this contract:

- (i) Interim payments under—
 - (A) Cost-reimbursement contracts;
 - (B) Incentive type contracts;
 - (C) Time-and-materials contracts;
 - (D) Labor-hour contracts.

(ii) Progress payments.

(iii) Performance-based payments.

(5) Payment withholding shall not apply to payments on fixed-price line items where performance is complete and the items were accepted by the Government.

(6) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights or remedies the Government has under this contract.

(7) Notwithstanding the provisions of any clause in this contract providing for interim, partial, or other payment withholding on any basis, the Contracting Officer may withhold payment in accordance with the provisions of this clause.

(8) The payment withholding authorized in this clause is not subject to the interest-penalty provisions of the Prompt Payment Act.

(e) *Correction of deficiencies.* (1) The Contractor shall notify the Contracting Officer, in writing, when the Contractor has corrected the business system's deficiencies.

(2) Once the Contractor has notified the Contracting Officer that all deficiencies have been corrected, the Contracting Officer will take one of the following actions:

(i) If the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination, the Contracting Officer will, as appropriate, discontinue the withholding of progress payments and performance-based payments, and direct the Contractor, in writing, to discontinue the payment withholding from billings on interim cost vouchers under this contract associated with the Contracting Officer's final determination, and authorize the Contractor to bill for any monies previously withheld that are not also being withheld due to other significant deficiencies. Any payment withholding under this contract due to other significant deficiencies, will remain in effect until the Contracting Officer determines that those significant deficiencies are corrected.

(ii) If the Contracting Officer determines that the Contractor still has significant deficiencies, the Contracting Officer will continue the withholding of progress payments and performance-based payments, and the Contractor shall continue withholding amounts from its billings on interim cost vouchers in accordance with paragraph (d) of this clause, and not bill for any monies previously withheld.

(iii) If, within 90 days of receipt of the Contractor notification that the Contractor has corrected the significant deficiencies, the Contracting Officer has not made a determination whether the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination, or has not made a determination whether there is a reasonable expectation that the corrective actions have been implemented, the Contracting Officer will reduce withholding directly related to the significant deficiencies covered under the corrective action plan by at least 50 percent of the amount being withheld from progress payments and performance-based payments, and direct the Contractor, in writing, to reduce the percentage withheld on interim cost vouchers by at least 50 percent, until the Contracting Officer makes a determination whether the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination, or has made a determination whether there is a reasonable expectation that the corrective actions have been implemented.

(iv) At any time after the Contracting Officer reduces or discontinues the withholding of progress payments and performance-based payments, or directs the Contractor to reduce or discontinue the payment withholding from billings on interim cost vouchers under this contract, if the Contracting Officer determines that the Contractor has failed to correct the significant deficiencies identified in the Contractor's notification, the Contracting Officer will reinstate or increase withholding from progress payments and performance-based payments, and direct the Contractor, in writing, to reinstate or increase the percentage withheld on interim cost vouchers to the percentage initially withheld, until the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination.

52.201-9001 ORDERING OFFICERS UNDER THE CONTRACT (APR 2008) DLAD

(a) Ordering Officers are authorized to place and sign delivery orders that are expressly within the terms and conditions of this contract. Ordering officers, however, are not authorized to sign purchase orders or contracts and cannot take any action to charge the account of the contractor unless they are also contracting officers. Ordering officers are authorized to modify delivery orders and perform all administrative functions pertaining to such orders including termination of the order for late deliveries and other product non-conformances. In the case of a termination, the applicable agency, commissary, or activity may re-procure the supplies locally. The ordering officer shall also notify the DLA Contracting Officer of all terminations and repurchase actions which were processed under the indefinite delivery contract. Delivery orders outside the expressed terms and conditions of the contract shall be signed by the DLA Contracting Officer. Further limitations on the authority of the ordering officer may be stated elsewhere in the contract or in the letter of appointment.

(b) [✓] If checked, the following individuals are appointed Ordering Officers under this contract:

1. Fred Lyons, Northern Europe and Central Asia Contracting Officer's Representative; Phone: +49 174 907 7357; Email: fred.lyons@dla.mil

52.211-9046 FDA COMPLIANCE - DLA TROOP SUPPORT MEDICAL and SUBSISTENCE (NOV 2011) DLAD

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.

52.215-9006 ABILITYONE (FORMERLY CALLED JAVITS-WAGNER-O'DAY ACT ("JWOD")) ENTITY SUPPORT—CONTRACTOR (DEC 1996) DLAD

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.

52.216-9065 ECONOMIC PRICE ADJUSTMENT – ACTUAL MATERIAL COSTS FOR SUBSISTENCE PRODUCT PRICE BUSINESS MODEL (NOV 2011) DLAD

(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

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 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 as identified in the schedule of items. The sum of the two component prices shall be rounded to the nearest cent to determine the final Contract Unit Price.

(2) DLA Troop Support "Manufacturer's Price Agreement" (MPA) means an agreement between DLA Troop Support and manufacturers which identifies a fixed product price for specific items that will be cataloged by the prime vendor.

(3) "Product Price" is the most recent DLA Troop Support Manufacturer's Price Agreement (MPA) price or the most recent manufacturer, 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 Manufacture. Product Price shall exclude all costs that are to be covered in the Distribution Price.

(i) Exceptions:

A) Fresh Fruits and Vegetables (FF&V): The product price shall be based on FOB Origin/Point of Importer when the following conditions apply;

(1) The product is listed in category {N/A}; and

(2) It is necessary for the product to be transported into the local market of the importer, as otherwise approved under the contract, from a foreign country because local supply does not exist or it is insufficient to meet demand requirements; and

(3) 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, and palletizing as it applies to the importer's normal commercial sales, and the importer has comparable commercial sales in the market that is the point of import.

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.

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).)

D) Prime Vendor Table Displays/Decorations only: For products listed in Category {N/A} Prime Vendor Table Displays/Decorations only, the product price shall be based on FOB Origin/Point of the manufacturer's distributor because the manufacturer will not sell directly to the prime vendor. This exception must be approved by the Contracting Officer on a case by case basis. Support documentation is required.

E) A CONUS-based redistributor's price for a specific manufacturer's product (SKU) may be considered by the Government as long as the redistributor's price for the quantity ordered is equal to or lower than the manufacturer's published price inclusive of discounts/allowances. This exception must be approved by the Contracting officer on a case by case basis. Support documentation may be required.

"Product Allowance" is discounts, rebates, and allowances to be passed on to the Government. In accordance with other provisions of the contract, 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 otherwise given to the contractor by the manufacturer, grower or private label holder, shall be passed by the Contractor to the Government, 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.

(5) "Distribution Price(s)" 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 aspects of contract performance other than Product Price, including but not limited to, the performance requirements of this SOW. As detailed above in (3), Product Price is distinct from and not to be included in the Distribution Price. For use in OCONUS location(s) that do not use distribution price language in alternates I or II.

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

(7) "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).

(8) "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 distribution price. The Defense Transportation System is responsible for point-to-point delivery.

(c) PRICE ADJUSTMENTS:

(1) General:

(i) 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 iii 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.

Catalog product prices must be reflective of the prime vendor's last receipt price (the price of the stock most recently received into the OCONUS inventory). For all distribution categories, when multiple sources are being utilized and more than one manufacturer's product is receipted prior to a catalog update, the contractor shall establish the product price based on the mix of invoices received after the previous changes period. The product price would be derived as follows:

Supplier A - $40\% \times \$5.70 = \2.28

Supplier B - $30\% \times \$5.90 = \1.77

Supplier C - $30\% \times \$6.30 = \1.89

Product Price = \$5.94

(iii) Updates to the Product Price: All notices and requests for new item product prices and price changes shall be submitted monthly, no later than 12:00 pm local Philadelphia, PA time on the last Monday of each month for submission not later than 12:00 pm local Philadelphia, PA time on the last Monday of each month, to be effective in the following Ordering Month's Ordering Catalog prices. The Product Price shall have any and all Product Allowance subtractions made prior to presenting the Product Price to DLA Troop Support. 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 v 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.

(iv) 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.

(v) 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, PA time on the Thursday day immediately following the Monday 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.

(vi) Should the Contracting Officer determine that, or question whether, 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, PA time on the Friday immediately following the Monday. If the Contracting Officer cannot determine a price fair and reasonable, and the Contracting Officer and the Contractor cannot 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 Government liability. The Contracting Officer may subsequently remove any such item from the Ordering Catalog if the Contractor fails to remove it. 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.

(vii) 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 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 --

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

(ii) Changes in the quantities of material; and

(iii) 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.

UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT: The aggregate of contract product price increases for each item under this clause during the contract period inclusive of any option period(s) or tiered pricing period(s) shall not exceed 70%, 90% for Fresh Fruits and Vegetables (FF&V)) of the initial Contract product price, 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)(iii) 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 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) **DOWNWARD LIMITATION ON ECONOMIC PRICE ADJUSTMENTS:**

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.

(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.

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; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5½ years.

**52.217-9006 SURGE AND SUSTAINMENT (S&S) REQUIREMENTS (NOV 2011) ALTERNATE I
DLAD**

This solicitation includes items that are critical to support the Department of Defense's ability to conduct contingency operations. These items are designated as the S&S requirements, including the Services' go-to-war requirements. S&S requirements are identified as "Surge Quantity Option" expressed in a percent or exact quantity in this solicitation, and are in addition to peacetime quantities. The objective of this requirement is to obtain contractual coverage to meet the S&S quantities and sustainable accelerated delivery specified in this solicitation. S&S coverage includes access to production capability as well as vendor owned or managed inventory/safety stocks. Offerors will be evaluated on their ability to meet the terms and conditions of the S&S requirements. S&S requirements are defined as follows:

(a) Surge and Sustainment Capability means the ability of the supplier to meet the increased quantity and/or accelerated delivery requirements, using production and/or supplier base capabilities, in support of DOD contingencies and/or emergency peacetime requirements. This capability includes both the ability to ramp-up to meet early delivery or increased requirements (i.e., Surge), as well as to sustain an increased production and delivery pace throughout the contingency (i.e., Sustainment). The spectrum of possible contingencies ranges from major theater wars to smaller-scale military operations.

(b) S&S Quantity and Accelerated Delivery Schedule are identified on an individual item basis, based on the Services wartime planning requirements. The surge quantity option is expressed as a percent or an exact number with a sustainable accelerated delivery. The S&S quantity and delivery requirements are above and beyond the peacetime requirements in the schedule of supplies.

(c) S&S Capability Assessment Plan (CAP), (previously known as the "Surge Plan"). The CAP provides the offeror's method of covering the S&S quantity and delivery requirements, identification of competing priorities for the same resources, and date the contractor can provide the required S&S capability. If any of the S&S quantity and delivery requirements cannot be met, the offeror must identify the shortfall and provide the best value solutions to include a proposed investment strategy to offset the shortfall. For example, the CAP may include, but is not limited to, one of the following scenarios to address wartime delivery requirements:

(1) The S&S quantity and delivery requirements can be fully covered within the supplier's resources.

(2) The S&S delivery schedule can be fully covered with early deliveries due to unit pack shipping.

(3) The total S&S quantity and delivery requirements can be met but at a different delivery rate, and the supplier has no cost-effective investment strategy that would improve the capability to deliver according to the quantity and delivery requirements.

(4) The total S&S quantity and delivery requirements can be met but at a different delivery rate, and includes an investment strategy that would improve the supplier's capability to deliver according to the surge quantity option (e.g., the surge quantity option calls for 50% of estimated annual demand quantity or an exact quantity of 20 boxes) every 10 days, and the vendor can meet the schedule starting in the third ordering period but needs Government investment to become capable of meeting deliveries in the first two months).

(5) The S&S quantity and delivery requirements can be partially covered (the supplier can only provide a fraction of the total quantities specified); however, the supplier has no cost-effective investment strategy that would improve the capability to deliver at the surge quantity option.

(6) The S&S quantity and delivery requirements can be partially covered (the supplier can only provide a portion of the surge quantity option specified), and includes an investment strategy that would improve the supplier's capability to deliver at the surge quantity option.

(d) Government Investments. Use of Government investment may be considered to address S&S coverage shortfalls as specified under (c)(3) to (7) above only when it is in the Government's best interest. Use of Government investment is limited per clause 52.217-9010. Contracting Officer (CO) approval is required for any Government investment requests and any investment costs incurred by the supplier without the explicit written approval of the contracting officer are the sole responsibility of the supplier.

(e) Agreement to Participate in S&S Validation/Testing. By submission of an offer, the supplier agrees to participate in S&S validation/testing as required by the Government to verify the stated S&S capability. Testing/Validation may include any methodology that can validate the supplier's S&S capability. Validations will be conducted on randomly selected items by the Industrial Specialist after contract award and throughout the contract period. Validations include, but are not limited to, verification that the supplier and any subcontractor(s) have sufficient equipment, facilities, personnel, stock, pre-positioned raw material, production capabilities, visibility of supplier base resources and agreements, networks and plans for distribution (receiving, storing, packaging and issuing) and transportation services to accommodate the S&S requirements in the contract. This validation includes examination of any in-house work, review of the stock rotation plan (if applicable), and other contracts that impact the production of any added or accelerated quantities. The Government reserves the right to require validation using other methodologies when deemed appropriate. The language in this clause does not limit the Government's right, at any time after award, to perform inspections or validate the supplier's S&S capability.

(f) Supplier Notification of S&S Capability Changes. The supplier agrees to maintain S&S capability to produce and/or deliver the S&S quantity identified in the Schedule of Supplies in accordance with the approved CAP and S&S terms and conditions throughout the life of the contract. Changes that negatively impact S&S capability must be reported in writing to the contracting officer within ten (10) working days after the supplier becomes aware of such an impact. Such notification must include a revised S&S CAP with the supplier's proposed corrective action(s) and date when the supplier can attain the required S&S capability. Refer to 52.217-9007(a) for instructions on submitting changes to the CAP.

(g) Government Changes, Additions and Deletions to S&S Requirements. The identification of new S&S items in the peacetime schedule or increases in quantities of items already in the S&S schedule will be done through bilateral contract modifications. Deletion of S&S requirements or decreases in quantities will be made by the Government through unilateral contract modifications. The government reserves the right to obtain S&S requirements from other sources without liability to the supplier. This language does not relieve the supplier of the responsibility to provide, in accordance with the applicable delivery schedule, non-S&S and S&S quantities agreed to in the Schedule and CAP during the contingency.

(h) Early or Unexpected S&S Requirements. The supplier shall support S&S requirements to the maximum extent practical (1) prior to the supplier achieving full S&S capability agreed to in the Schedule and the CAP, and (2) for requirements exceeding those agreed upon in the Schedule and the CAP, if agreed to by the contractor and not exceeding any applicable contract maximum dollar value or quantity. The Government reserves the right to obtain S&S requirements from other sources without liability to the supplier.

**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.

52.225-9003 CUSTOMS CLEARANCE PROCEDURES FOR UNITED STATES (U.S.) SUBSISTENCE IN THE EUROPEAN UNION (NOV 2011) DLAD

(a) The contractor will obtain from the appropriate customs clearance officer an Import/Export Declaration (AE Form 302-1). The customs clearance document will be utilized for goods which are the property of, or destined to be the property of the United States (U.S.) Armed Forces for every shipment to the U.S. Government in Europe which enters, leaves, or transits Benelux, Denmark, France, Italy, Spain, Yugoslavia, Macedonia, Turkey and German irrespective of the mode of transportation and point of delivery.

(b) The AE Form 302-1 will be processed and distributed as follows:

(1) It consists of 1 original and 5 copies, numbered 1 through 6. Contractor will receive from the issuing customs clearance officer of the appropriate Defense Subsistence Office, copies number 1, 2, 3, 5, and 6 plus insert copies of AE Form 302-A as required. Copy number 4 is retained by the issuing customs clearance officer. The contractor is required to complete columns a, b, and d of all copies when exact quantities are known. When completed, copy number 6 will be returned to the issuing customs clearance officer. The contractor will use copies number 1, 2, 3, 5 and insert copies to move supplies across applicable border crossings as follows:

(2) Copy number 1 will be used at border point of exit.

Insert copies (AE Form 320-A) will be used to transit multiple countries. One copy will be presented at border entry point and one copy at border exit point. Additional copies may be required for consignees in some countries.

(3) Copy numbers 1, 2, and 3 will be presented to the customs office at the border entry point of the consignees country for processing. Copy number 3 will be retained at the border. Copies number 1 and 2 will be returned to the transporter to be delivered to the consignee with the cargo.

(c) The transporter will surrender all copies of customs documents to the consignee upon delivery. Upon receipt and acceptance of the cargo the consignee will complete the certificate of receipt on copies number 1 and 2. The consignee will return copy number 1 to the issuing customs clearance officer. Copy number 2 will be returned to the border entry point to close customs files and release appropriate commercial documents. The transporter may request the completed number 2 copy to hand carry back to the border entry point. This procedure is at the discretion of the consignee since it remains the consignee's responsibility to return the number 2 copy to the border entry point.

(d) When cargo is rejected the consignee will annotate the rejection on copies number 1 and 2. The transporter will be given a copy (photocopy) of the AE Form 302-1 with rejections annotated and will be instructed to present that copy to customs when returning with the rejected product. Rejected product entering a country through customs on AE Form 302-1 may not be disposed of without proper customs authorization.

52.246-9044 SANITARY CONDITIONS (NOV 2011) DLAD

(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 (i) 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.

(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>).

(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.

(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.

52.246-9045 FEDERAL FOOD, DRUG AND COSMETIC ACT-WHOLESOME MEAT ACT (AUG 2008) DLAD

(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.

(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 52.252-2 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 address: <http://www.dla.mil/j-3/j-336/icps.htm>.

The following additional clauses are incorporated by reference:

CLAUSE NUMBER	TITLE/DATE
FAR 52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)
FAR-208-9	Contractor Use of Mandatory Sources of Supplies or Services (Oct 2008)
FAR 52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)
FAR 52.211-5	Material Requirements (AUG 2000)
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 2010)
FAR 52.242-13	Bankruptcy (JUL 1995)
FAR 52.242-15	Stop-Work Order (AUG 1989)
FAR 52.247-29	F.O.B Origin (FEB 2006)
FAR 52.247-48	F.O.B. Destination – Evidence of Shipment (FEB 1999)
FAR 52.251-1	Government Supply Sources (AUG 2010)
DFARS 252.201-7000	Contracting Officer's Representative (DEC 1991)
DFARS 252.203-7002	Requirement to Inform Employees of Whistleblower Rights (JAN 2009)
DFARS 252.204-7003	Control of Government Personnel Work Product (APR 1992)
DFARS 252.204-7004	Alternate A Central Contractor Registration (SEP 2007)
DFARS 252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country (JAN 2009)
DFARS 252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country (DEC 2006)
DFARS 252.211-7006	Radio Frequency Identification (SEP 2011)
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 252.229-7002	Customs Exemptions (Germany) (JUN 1997)
DFARS 252.229-7006	Value Added Tax Exclusion (United Kingdom) (DEC 2011)
DFARS 252.232-7008	Assignment of Claims (Overseas) (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 Label Requirements—MIL-STD-129P (NOV 2011)
DLAD 52.246-9039	Removal of Government Identification from Non-Accepted Supplies (Apr 2008)
DLAD 52.233-9000	Agency Protests (SEP 1999)
DLAD 52.247-9012	Requirements for Treatment of Wood Packaging Material (WPM) (FEB 2007)

SUPPLIES/SERVICES AND PRICES

1. GENERAL INFORMATION

- A. The DLA Troop Support Philadelphia, PA shall enter into an Indefinite Quantity Contract (IQC) with a full line food distributor(s) who will act as a Prime Vendor (PV) responsible for the supply and delivery of semi-perishable and perishable items. The PV will 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 (FF&V), non-food items and Government Furnished Material (GFM) such as Unitized Group Rations (UGR's), Meals Ready-to-Eat (MREs), Health and Comfort packs (HCP) and other operational rations items (either currently in existence or to be introduced during the term of this award).
- B. The purpose of this contract is for DLA Troop Support to establish an IQC commercial PV contract to provide subsistence products to military and other federally funded customers in Zone I, Northern Europe includes customers in the United Kingdom, Germany, Hungary, Bosnia-Herzegovina, Belgium, The Netherlands and ships at any port of call in Europe north of the Alps, to include but not limited to Norway, Sweden, Finland, Denmark, France (Brest), Poland, Ireland, Republic of Georgia and Scotland and Zone III, Central Asia, includes customers in Kyrgyzstan, Kazakhstan, and Uzbekistan.
- C. 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 in this contract, will refer to all of the delivery points herein).
- D. The contract will have 30-month base period to include up to 180 day contract implementation period and up to two (2) 18-month option periods, if exercised. It is anticipated that the first order under the contract will be placed 2-3 weeks after the award date as award is made to the incumbent vendor.
- E. For the purpose of deployments, as defined herein, support under this contract could potentially include any geographic region in Eastern Europe, Central Asia, and Northern Africa, as well as other neighboring areas that lack PV support. The Government, however, reserves the right to designate the responsible vendor in the event of any actual deployment. This language is not intended to in any way preclude awardees from acting as "Backup PVs," for other PV regions.
- F. With respect to Zones I, DLA Troop Support Europe & Africa will award BPAs for perishable items, including fresh eggs, fresh bakery and dairy items. For Zones I, the PV may be responsible for acceptance as GFM and distribution of these items to the end-use customers. For Zone III, the PV will be responsible for purchasing and delivering these items from a local approved source.
- G. Prices will be submitted and payment will be made in U.S. dollars.

2. CURRENT CUSTOMERS

The following are the current land-based customer locations, as well as frequently visited ports. Port locations and frequency of calls to such ports are subject to change. Actual delivery points for each of these customers are listed within the section entitled "***Deliveries and Performance***" – '***Point of Delivery***' of this solicitation. Any customer included in this solicitation and resultant contract(s) may be removed at any time.

A. ZONE I: NORTHERN EUROPE

Installations

Lakenheath/Alconbury Air Force Base, United Kingdom
Mildenhall/Croughton Air Force Base, United Kingdom
Naval Support Activity – United Kingdom only
Eselsfurth/Ramstein Air Force Base, Germany
Spangdahlem Air Force Base, Germany
US Army Medical Activity – Heidelberg, Germany
Hanau Army Base, Germany
Baumholder Army Base, Germany
Grafenwoehr Army Base, Germany

Installations

Hohenfels Army Base, Germany
67th Combat Support Hospital – Wuerzberg, Germany
US Army – Ramstein, Germany
Ruppertsweiler Dining Facility (NATO) – Germany
Vokel, Netherlands
Klein Brogel, Belgium
US Shape Dining Facility, Belgium
Ships/Various Northern European Ports of Call (excludes UK)
Bosnia
Georgia

Ports

Aarhus, Denmark
Wilhelmshaven, Germany
Den Helder, Netherlands
Gydia, Poland
Greenock, Scotland
Plymouth, United Kingdom
Brest, France
Cork, Ireland
Bergen, Norway
Faslane, Scotland
Gothenberg, Sweden
Portsmouth, United Kingdom
Kiel, Germany
Amsterdam, Netherlands
Tromso, Norway
Glasgow, Scotland
Dover, United Kingdom

B. ZONE III: CENTRAL ASIA

Manas AFB – Bishkek, Kyrgyzstan
US Embassy Astana (Chancery) - Astana, Kazakhstan
US Embassy Tashkent - Tashkent, Uzbekistan
US Embassy Bishkek – Bishkek, Kyrgyzstan

C. NON-APPROPRIATED FUNDS (NAF) AIR FORCE CUSTOMERS ZONES I

Additional NAF customers are to be determined and will become part of this contract. Additionally, any NAF operation that is outsourced and subsequently becomes contractor operated shall be exempt from the PV program.

Holiday requirements for AF NAF customers will be gathered at different time periods than other customer’s holiday requirements. A schedule will be established during post award.

C. OPERATIONAL DEPLOYMENT AREAS

Zone I, Northern Europe Zone III, Central Asia

Armenia	Tajikistan
Azerbaijan	Turkmenistan
Belarus	
Czech Republic	
Estonia	
Latvia	
Lithuania	
Russia	
Slovakia	
Ukraine	

The Operational Deployment Areas listed above will be awarded as needed throughout the life of this contract; however, the Government reserves the right to remove any or all of these areas at any time during the base or option periods.

4. OPERATIONAL DEPLOYMENT

- A. Operational Deployment is defined as military buildup of troops in one or more areas identified above for an unspecified period of time with not less than 30 day notice wherein demands may increase up to 600% over estimated demands.
- B. PV support for countries in Africa that are not listed on the Operational Deployment Areas section may be covered by other DLA Troop Support contracts. In the event that any region in Africa is not covered by another existing DLA Troop Support contract, the awardee(s) may be required to provide support. In the event that Europe/Central Asia PV assistance is needed, the Contracting Officer will determine which PV(s) shall service particular customer(s) in the deployment area(s) on a case by case basis. In making the above decisions regarding additional vendor support for Africa, DLA Troop Support may consider factors such as proximity to existing PV facilities, contract dollar thresholds, total asset visibility, contractor performance and DTS service and availability.
- C. The PV must have the ability to support an unknown number of troops deployed in its respective operational deployment areas, either as PV or as Back-Up PV. The PV must be operational within 30 days of notification by the Contracting Officer and must be able to operate within its Operational Deployment area for an unspecified period of time.
- D. If and when an Operational Deployment occurs, it will be implemented by the means of a bilateral modification. Additional contract distribution prices may be negotiated as needed.

5. SURGE AND SUSTAINMENT

THE INFORMATION PROVIDED IN THIS SECTION IS IN ADDITION TO REQUIRMENTS CITED IN 52.217-9006 AND 52.217-9007.

Any reference in the above clauses to government warstopper investments and a subsequent exit strategy related to those investments do not apply at this time to the Subsistence Prime Vendor (SPV) Program.

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.

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 two 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 200% over peacetime demand for a period of up to 30 days. Normally, there is advance notice as to when exercise surges will occur.

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 Go To War 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 GO TO WAR CATALOG

The Overseas PV Go To War Catalog was developed to identify surge and sustainment requirements for commercial food items. The items listed in the catalog clearly describe items and quantities needed for surge and sustainment. These items provide a baseline against which you, the government, or accounting firms hired by the government, can assess your supplier base capabilities and determine shortfalls. It also provides a baseline against which your surge and sustainment performance can be measured and for which you will be held accountable.

The PV Go To War Catalog items represent all of the military services contingency menus with consideration given to the each service's individual recipes. The catalog consists of a broad category of items identified as Category Stock Numbers (CSNs). There are approximately 397 CSNs. Each CSN includes a list of acceptable equivalents or substitutes.

The intent of the PV Go To War Catalog is for the contractor to maintain the capability to support the wartime catalog items in specified quantities at all times if these products are designated to be included in the catalog for this zone. For example, items that are only used by the Navy may not be selected for inclusion in a specific vendor's catalog even though these products are part of the wartime catalog if this vendor's peacetime customers do not include the Navy. However, during a major theatre war including Navy participation in the zone, such non-cataloged items may need to be phased into the vendor's OCONUS inventory. The contractor's technical proposal and surge and sustainment assessments will include the timeline and specific sourcing methodology to be utilized in order to bring these items to theatre. This timeframe should generally comply with the normal peacetime pipeline (60 days for Europe) but should also include airlift parameters. The Government reserves the right to verify the feasibility of the support plans with suppliers and transportation specialists.

SURGE & SUSTAINMENT REQUIREMENTS

The surge & sustainment requirements in the Wartime Catalog Submission are based on estimates. If the surge & sustainment requirement determination process for the Subsistence PV commercial items is redefined, the government reserves the right to make the necessary adjustments.

The government planners must determine the maximum product availability that can be achieved under this contract. Surge & sustainment requirements are provided for information only.

SUPPORT PLANNING INTEGRATED DATA ENTERPRISE READINESS SYSTEM (SPIDERS)

SPIDERS is the Subsistence web based data collection tool used to improve readiness and asset visibility. This is DLA Troop Support's current planning tool used by the Subsistence Industrial Base Planning Office, DLA Troop Support - FTG, to obtain a basic understanding of the PV's capability for surge and sustainment items listed in the Wartime Catalog.

TWI will be required to request a SPIDERS user account at <https://spiders.dla.mil>. A user account will be needed to furnish additional readiness information or attach documents, such as the CAP, directly into SPIDERS. In addition, TWI will be required to provide available quantities for the complete list of items in PV Go To War Catalog within 120 days of this contract award.

Points of contact for the PV Go To War Catalog and SPIDERS:

Nicholas McGinty
DLA Troop Support – FTG
215- 737-4252
Nicholas.McGinty@dla.mil

6. FORCE PROTECTION / FOOD DEFENSE

A. 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.

- B. As the holder of a contract with the Department of Defense, TWI should be aware of the vital role they play in supporting our customers. It is Incumbent upon TWI to take actions to secure product delivered to all Military customers as well as any applicable commercial destinations. We strongly recommend all firms to retain their force protection/food defense plans relating to plant security and security of product in light of the heightened threat of terrorism and secure product from intentional adulteration/contamination.
- C. TWI will insure that all products and/or packaging have not been tampered or contaminated throughout the manufacturing, storage and delivery process. TWI 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.
- D. Accordingly, TWI shall submit a Food Defense plan (NOTE: to download a copy of the DLA Troop Support Food Defense Checklist go to http://www.troopsupport.dla.mil/subs/fs_check.pdf or contact the applicable Contracting Officer or the DLA Troop Support Quality Audits & Food Defense Branch) 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 TWI'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

7. ESTIMATED VALUE/GUARANTEED MINIMUM/CONTRACT MAXIMUM

A. QUANTITY

The quantities shown on the Schedule of Items represent the quantities *estimated* to be ordered over the base and two (2) option periods.

B. ACQUISITION VALUE

The estimated dollar value of this total acquisition is **\$106,229,410.66** for Zone I and **\$42,095,260.90** for Zone III, inclusive of the base period plus two option periods (if exercised) and exclusive of estimated deployment zone (DZ) dollars identified above. The estimated dollar value is broken down as follows:

	Base Period (30 Mos)	Option 1 (18 Mos)	Option 2 (18 Mos)	Zone Total
Zone I	\$ 42,491,764.26	\$ 31,868,823.20	\$ 31,868,823.20	\$ 106,229,410.66
Zone III	\$ 16,838,104.32	\$ 12,628,578.29	\$ 12,628,578.29	\$ 42,095,260.90

C. GUARANTEED MINIMUM/CONTRACT MAXIMUM

The minimum of a contract will be 15% of the estimated contract total dollar value for each contract period; i.e., if the contract dollar value during the two and one half-year base period is estimated at \$42,491,764.26 and each 18 month option period is estimated at \$31,868,823.20, the Government is required to purchase \$6,373,764.64 during the two-year and one half-year base period and \$4,780,323.48 for each option period that is exercised. The maximum contract value will not be more than 400% of the total estimated dollar value of \$106,229,410.66, which equals \$424,917,642.64, except in case of a surge or mobilization where the maximum will be 1200%, which equals \$1,274,752,927.92. The minimum/maximum apply to dollars and not quantities of individual items since actual quantities ordered may vary among the individual items. The estimated total contract dollar amount will be calculated based on the aggregate unit prices for all items at the estimated quantities. In the event of contingencies, the Government may unilaterally execute a higher ceiling.

Under contingencies (operational deployments), the maximum dollar value will be limited to six hundred percent (600 %) over the estimated dollar value.

D. ORDER MINIMUM

When the Government requires supplies or services covered by the resultant contract(s) in an amount of less than \$250.00 per order, the Government is not obligated to purchase, nor is the PV obligated to furnish, those supplies or services under the contract. Exception: for the geographically separated units identified below, the Government is not obligated to purchase, nor is the PV obligated to furnish supplies or services less than \$150.00.

CUSTOMER

Eagles Perch DF, Volkel AB, Bldg. 404
Limburg House DF, Kleine Brogel, Bldg. 93N
Eagles Nest DF, Buchel AB, Bldg. 513C
US Shape DF, Rue Galvin, Bldg. 301, Belgium

8. OPTIONS

- A. There is a 30-month base period that will include up to a 180-day (6 month) contract implementation period.
- B. If invoked, option years become effective the day after the end of the 30 month base ordering period and each succeeding option period. A sixty (60) day notice of intent to invoke an option will be provided to TWI. The option will be invoked no later than three days prior to the expiration of the base period or succeeding option periods. See clause 52.217-9, Option To Extend The Term Of the Contract (Mar 2000) on page 43.
- C. If invoked, the following applies to each Option Period:
Option Period One (18 month period) = % Increase
Option Period Two (18 month period) = % Increase
For detailed Distribution Prices for each Option Period, see page 57 thru 67.

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

- A. There will be a GOCO located at the Transit Center at Manas AFB for Zone III. Post award, a Memorandum of Agreement (MOA) between DLA Troop Support, HQ U.S. Air Force Services Agency, HQ USCENTAF and 376th Air Expeditionary Wing (AEW) will be established and incorporated into the contract via modification. This MOA will outline the responsibilities for all parties. Since TWI will not be managing/maintaining their own warehouse or incurring the overhead associated with managing/maintaining a warehouse, distribution prices were developed accordingly.
- B. Storage type and space available at the Manas GOCO are as follows:

Dry Storage	11,869 sq ft
Chilled Storage	709 sq ft
Freezer Storage	3,756 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 contract, TWI 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.
 - 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 GOCO(s) for Zones I and II. The procedures outlined above will apply should the need arise.

10. **ITEM PRICING AND CATALOG CHANGES**

Pricing will be based on the following formula:

$$\text{Contract Unit Price} = \text{Product Price} + \text{Distribution Price}$$

- A. **Definitions:** See Clause 52.216-9065 Economic Price Adjustment – Actual Material Costs for Subsistence Product Price Business Model (May 2011) for Price Definitions.

1. *United States Defense Transportation System (DTS) Ocean Shipping Costs:*

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

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 DLAD 52.216-9065 language 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.

Product prices must be reflective of the PV's last receipt price. However, should the need arise to support with FF&V, the following pricing methodology would apply. When multiple sources are being utilized and more than one manufacturer's product is receipted prior to a catalog update, the contractor shall establish the product price based on the mix of invoices received post the previous redetermination period. The product price would be derived as follows:

$$\begin{aligned} \text{Supplier A- } & 40\% \times \$5.70 = \$2.28 \\ \text{Supplier B- } & 30\% \times \$5.90 = \$1.77 \\ \text{Supplier C- } & 30\% \times \$6.30 = \$1.89 \\ \text{Product Price} & = \$5.94 \end{aligned}$$

B. *Catalog Changes*

1. Vendors may make all changes other than pricing, to their STORES Ordering Catalog once every two weeks. Vendor Catalog Report (VCR) and 832 submissions are to be made on Monday, to be in effect Sunday. Additional submissions or corrections may be submitted at the Contracting Officer's discretion no later than Wednesday unless authorized in writing by DLA Troop Support. All price changes must be submitted to DLA Troop Support via the 832 EDI Transaction Set. This transmission can be received as early as 6:00 AM Philadelphia, PA time on Monday but no later than Monday, 12:00 P.M., Philadelphia, PA time. See Attachment entitled "EDI Implementation Guidelines" for more information on the various EDI transaction sets required under this contract.
2. The information submitted on the Vendor Catalog Report (VCR) must match the information submitted in the 832 transactions. If the information received by the STORES system conflicts with the information on the VCR, information in part or in total may be deleted at the Contracting Officer's discretion.

11. **ITEM CATEGORIES/PRICES**

- A. A finalized catalog listing will be given to TWI who will be responsible for any changes to the Schedule of Items between the time of the solicitation is issued and contract award.

Definitions: As used throughout this contract:

- (1) "Unit of Measure" (UOM) is defined as the Unit in which the Offeror purchases the product.
- (2) "Unit of Issue" (UOI) is defined as the Unit in which the Customers order the product via STORES.
- (3) "Catch Weight" is defined as a variable weight item that is sold by the vendor to DLA Troop Support by the pound.

Line Item	NSN	Item Description	UOM

14. DLA TROOP SUPPORT MANUFACTURER’S PRICING AGREEMENT PROGRAM

A DLA Troop Support Manufacturer’s Pricing Agreement (MPA) Program is to maximize the leverage of DLA Troop Support’s buying power and to obtain fair and reasonable product pricing under PV 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 PV. The PV 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 contract modification as appropriate.

TWI 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 80 to 85 percent of the product price dollar value will be under agreement.

Post implementation, the PV must have a MPA Holder commercial agreement in place before a new MPA item may be added to the PV catalog. For existing cataloged items that are added to the MPA Program, the PV must establish the MPA Holder commercial agreement within 30 days of Contracting Officer notification. The PV 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 PV with an explanation for each. All MPA items are required to be placed on the PV 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 PV via contract modification. The new MPA product prices shall be updated on the PV catalog during the scheduled catalog update that immediately follows receipt of the new product into the PV’s inventory.

15. 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, 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 commercial customer accounts. 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 are in the reports.

- 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;
 2. the Early Payment discount is consistent with commercial practice;
 3. the Early Payment discount is routinely given by the manufacturers/growers to customers other than the Contractor at the same discount rate and under the same conditions as provided to the Contractor;

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 of the manufacturer/grower's invoice 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 required to receive the discount.
- 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, including any applicable discounts or rebates. 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 FX Converter 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 (as needed) the Contractor submit invoices and other documentation from all subcontractor tiers or any manufacturer/grower or person in the product price supply chain, to substantiate all discounts, rebates, allowances or other similar economic incentives or benefits, and/or to substantiate that product price charged to the Government and/or to substantiate that product prices under this contract are equal to or lower than product prices that are given to its commercial customers. 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, or if price verifications reveal any instance of overpricing or underpricing, the Government shall be entitled to a prospective product price reduction and a retroactive refund for the amount of the overcharges or discounts, rebates, allowances or other similar economic incentives or benefits, including interest and the Contractor shall be entitled to a credit for any undercharges. Likewise, if the Contracting Officer determines that a product price was not equal to or lower than that given the Contractor's commercial customer accounts, 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 commercial customers, 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 commercial 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.

16. TRANSPORTATION

- A. As the Government reserves the right to use the system that provides the best service to our customers, (with readiness included as a factor) the following applies:
1. The PV will be required to ship the products from the United States within the United States Defense Transportation System (DTS). Offerors will use established Government rates 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 OCONUS distribution facilities. This transportation method is known as "Point to Point" delivery.
 2. The DDC Representative, in coordination with the PV representative, will ensure the necessary arrangements for ocean transportation, bookings and freight forwarding to the PV's OCONUS facility, unless otherwise specified in the contract.

3. Shipping Instructions for the PV will be available via a web site. The site will be provided to the PV upon award. The PV 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 Facilities, all products are required to be palletized in full vanload quantities. Full vans of product are required for delivery to one individual OCONUS Distribution Facility. A full vanload is defined as a container that reaches 80% capacity, either by Volume (Cube) or by Weight (Lbs) using the Container Capacity table below for reference. Containers that contain less than 80% capacity must be approved by the Contracting Officer, prior to being booked in DTS. Justification for less than 80% full must be submitted at the time of request.

Van Type	20' Ft Container		40' Ft Container	
	Cube (Cu Ft)	Weight (Lbs)	Cube (Cu Ft)	Weight (Lbs)
Dry	1,170	44,000	2,391	44,000
Reefer	858	44,000	2,118	44,000
High Cube Dry	N/A	N/A	2,700	44,000
High Cube Reefer	N/A	N/A	2,090	44,000

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 PV 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 PV's OCONUS Distribution Facility(s) by a USTRANSCOM carrier.
6. In order to enforce this requirement, the PV shall assign a customer representative to the contract, which will be solely responsible to oversee this process.
7. PV responsibility under the DTS transportation method: the PV 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 PV 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 PV 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 PV 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 PV 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 Europe averages forty-five (45) days. However, delays may occur and the Contractor 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 Insurance, Liability and Claims, below).

9. Occasionally, Airlifts may be required to fulfill customer requirements which have expedited Required Delivery Dates (RDD) for an item requirement which is in excess of 300% of the vendor's average monthly demand (surge quantities). The PV must notify the Contracting Officer immediately of the requirement in order to request an Airlift approval. Only the Contracting Officer may approve an Airlift request.

For all approved Airlift request the PV will be required to Airlift the products from the United States in coordination with the United States Defense Transportation System, or DTS. Offerors will use established Government rates with Surface Deployment and Distribution Command (SDDC).

In order for DLA Troop Support to make an accurate and expedited decision on any Airlift requests submitted by the PV, at a minimum the following information must be provided:

- a. Airlift Request date/Time by PV to DLA Troop Support
- b. Customer/Activity/Ship
- c. PV Zone
- d. Order Receipt Date
- e. Required Delivery Date (RDD)
- f. Reason for Request
- g. Item Description/NSN
- h. Unit Pack
- i. Unit Size
- j. Order Quantity
- k. Available Quantity (Quantity available due to previously submitted/ pending orders)
- l. On Hand Quantity
- m. Average Monthly Demand (AMD)
- n. Order Quantity to date (current month)

When submitting a request for airlift approval via email, the following personnel must be copied on the request: Sue Bonanno (Chief, Europe and Southwest Asia), Tina Frederico (Contracting Officer), the Appropriate Contract Specialist and the respective Contracting Officer's Representative (COR). The COR will provide feedback regarding the validity of the request as well as any other information necessary in order to assist DLA Troop Support in making an approval/disapproval. Based on the stock availability, AMD, RDD, and size of the requested customer order a decision will be made by the Contracting Officer for approval/disapproval. For those requested items with stock positions found to be below the required 300% surge/mobilization requirements, the PV will be responsible for the airlift fees associated with those items.

10. 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.

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 PV will transmit its transportation requirements to DLA Troop Support, which will arrange government-funded transportation through orders against the USC. The PV's products will be shipped through the Defense Transportation System (DTS) via commercial carriers receiving USC awards. As discussed above, the PV 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 offeror, prior to submitting an offer, review the current USTRANSCOM carrier contract. The current USTRANSCOM carrier contract can be viewed at <http://www.sddc.army.mil/public/Doing+Business+with+SDDC>.

During the implementation period, the PV contractor shall enter into an agreement and work with the USC carriers handling routes within the PV's geographical responsibility to develop a claims process involving the PV 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 PV cargo by the USC carrier(s) and for the resolution of claims by the USC carrier(s) against the PV for detention of carrier containers, port storage for detained containers, and maintenance provided by a carrier for detained refrigerated containers. The PV shall pay the USC carriers directly for any detention, port storage or maintenance charges incurred by the PV and the USC carrier(s) shall pay the PV directly for any charges for loss/damage to PV cargo incurred by the USC carrier(s). The PV 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 PV shall update this information as necessary and provide the Contracting Officer with any changes made to such agreement. The PV claims procedure developed for handling any claims between the PV contractor and the USC contractor(s) shall be provided to the DLA Troop Support Contracting Officer. During the implementation/effective period, as defined in the solicitation, the PV shall contact the USTRANSCOM designated carrier(s) for the routes within the PV's geographical responsibility. The PV 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 implementation/effective period, the PV and the carrier(s) shall develop a claims procedure for the handling of any claims that may arise between the PV 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 PV 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 PV 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 PV cargo. Similarly, the USC carrier (s) is an express third party beneficiary of the provisions of this contract governing the liability of the PV 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 PV is established in the USC contract. Third party beneficiaries are subject to all amendments and modifications of this contract. Also, the PV should consider in negotiating any agreement or procedures that the USC carrier may take remedial action, including the assertion of a lien on PV cargo or other actions, to protect its interests. Similarly, the PV may exercise any right of setoff involving a commercial contract or other remedial action against the USC carrier to protect its interests. Finally, the PV should consider in negotiating any agreement or procedures that disputes between the PV 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 PV 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 PV and USC carrier(s), disputes regarding such matters will be covered by the business arrangement between the PV and USC carrier(s) and laws applicable to such arrangements. Notwithstanding the prior two sentences, the PV may file a claim with the Contracting Officer under the "Disputes" clause and the contractor may be entitled to payment under the terms (if any) of this contract in connection with PV cargo for loss/damage to PV cargo caused by acts of the United States Government. In no case will the PV be entitled to payment where acts of a USC carrier, acts of other third parties, acts of nature or other non-human origin, or action of any entity or force other than the United States Government causes the loss/damage to PV cargo.

The Government is not responsible or liable for any loss or damage to the PV's products shipped under 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 PV directly to the carrier for resolution, not to DLA Troop Support or USTRANSCOM. The PV shall copy the DLA Troop Support Contracting Officer with any such claims, notice, or reports. At the request of the PV, the DLA Troop Support Contracting Officer may facilitate the resolution of the claim, but all communications regarding the claim shall be between the PV 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 PV is unable to communicate directly with the carrier for any reason, it should promptly so advise the DLA Troop Support Contracting Officer.

C. CUSTOMS

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

D. PRIME VENDOR RESPONSIBILITIES

1. The PV 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 PV 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 PV freeze and chill trucks and containers will use automatic temperature recording devices, readings of which will be made available upon request.
4. Additionally, the PV will be responsible for 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 PV's CONUS Distribution Warehouse(s) to the PV's OCONUS warehouse(s).
2. The DDC transportation representative in coordination with the PV will be responsible for making ocean transportation bookings that provide transportation from the PV's CONUS facility to the door of the PV's OCONUS facility and setting up transportation from the OCONUS port to the PV's OCONUS facility. Unless otherwise specified in the contract, the PV or USTRANSCOM Representative will be responsible for arranging the return of empty containers to the Ocean Carrier.

17. AIRLIFTS

The PV will be required to execute airlifts to meet requirements that cannot be fulfilled by traditional means (over ocean, trucking, etc.) due to time constraints. There are air tenders in place through U.S. TRANSCOM to be utilized whenever logistically possible. In addition to those air tenders, the PV must have a working arrangement in place with commercial air sources that can be ready to deliver on short notice to different regions in the area. If military air is available, it may be utilized. Airlift orders must be approved by the Contracting Officer.

Some examples of occasions where a PV will be required to use airlifts are:

1. Unusually large orders or battle group carriers moving into the region.
2. Contingencies in the AOR.
3. Road/border closures.
4. Military exercises.
5. Unforeseen changes in troop personnel at bases.
6. Provide backup support to other PVs in the region who may have items NIS.
7. 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.

For perishable type products, the PV will be required to provide dry ice, wet ice and/or packing using tri-walls. This product protection will be part of the PV's operating expense addressed via the distribution prices – no additional or separate fees will be paid for ice or protective packing.

Commercial airlift costs will not be reimbursed by DLA Troop Support if the airlift is used to rectify a situation created by lack of planning on the PV's part. Reimbursement for airlift costs will depend on the circumstances requiring the airlift and will be determined at that time. Final approval for payment is at the Contracting Officer's discretion.

The course of action for executing an airlift is defined below:

1. Emergency requirement received from customer (usually through e-mail).
2. DLA Troop Support Europe & Africa or DLA Troop Support forwards this requirement to PV for sourcing.
3. PV responds within 8 hours on availability to meet this requirement.
4. If PV cannot meet the requirement, it may be passed on to other PVs in the region for possible fulfillment.
5. PV will be required to submit load characteristics to include but not limited to the number of tri walls, air pallets, pieces, weight and cube.
6. If neither the TRANSCOM tender or military airlift is available, the PV will need to coordinate all necessary landing, off-loading, and drayage permissions for the customer area 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.
7. PV will e-mail all concerned parties of confirmation of receipt of goods.

18. GOVERNMENT FURNISHED MATERIAL (GFM)

A. FRESH FRUITS & VEGETABLES (FF&V)

DLA Troop Support Europe & Africa will purchase FF&V for Direct Vendor Delivery (DVD) to the customers. On a limited case-by-case basis, under this contract, if product cannot be delivered by any other means, it will be distributed from the PV's OCONUS Distribution facility(ies) as GFM, as long as it is cost effective for the Government. The Subsistence Total Order and Receipt Electronic System (STORES) will pass the Product order to DLA Troop Support. As needed, the GFM will be sent to the PV approximately one day prior to the scheduled ship time to the customer. GFM will normally be delivered to the PV between the hours of 9:00 A.M. and 5:00 P.M., Monday through Friday; however, other arrangements may be made on a case-by-case basis. The PV may be responsible for handling, short-term storage and distribution to the end-user. The PV is required to inspect for kind, count and condition. Rejections shall be segregated and immediately reported to the Contracting Officer's Representative, who in turn will notify the cognizant DLA Troop Support Europe & Africa Contracting Officer for disposition instructions.

The delivery of FF&V items will be coordinated with the DLA Troop Support Contracting Officer's Representative (COR) and distributed by the PV. The PV will be required to provide verification of produce handling, shipment, as well as delivery and acceptance of the FF&V by the customers to Contracting Officer's Representative.

B. OTHER PERISHABLE ITEMS

Other Perishable Items include fresh bakery, dairy, and other items that require cooling, chilling or freezing to maintain wholesomeness will be purchased by DLA Troop Support Europe & Africa from various OCONUS suppliers, under separate contracts issued and administered by DLA Troop Support Europe & Africa. On a limited case-by-case basis, under this contract, if product cannot be delivered by any other means, it will be distributed from the PV's OCONUS Distribution facility(ies) as GFM, as long as it is cost effective for the Government. The PV may be responsible for handling, short-term storage and distribution to the end-user. The PV is required to inspect for kind, count and condition. Rejections shall be segregated and immediately reported to the Contracting Officer's Representative, who in turn will notify the cognizant DLA Troop Support Europe & Africa Contracting Officer for disposition instructions. The PV will be required to provide verification of item handling, shipment, delivery and acceptance by the customers to the Contracting Officer's Representative.

C. FRESH FRUITS & VEGETABLES (FF&V) AND OTHER PERISHABLE ITEMS (ZONES III ONLY)

The FF&V and other perishable items for Zone III will not be provided as GFM; the PV will source and distribute these items. When a local source for FF&V is not available, Awardee must use the Defense Transportation System (DTS) to transport FF&V to Kyrgyzstan.

D. DISTRIBUTION PRICES

TWI shall provide their per case distribution price for handling, short-term storage and delivery of GFM defined in paragraphs A and B above. The PV will bill DLA Troop Support on a monthly basis in accordance with its per case GFM (Categories 54, 55 and 56). Because Zone III's FF&V and other perishable items will not be provided as GFM, TWI has provided their per cs / lb distribution price for Categories 52, 53 and 54.

NOTES: In the event DLA Troop Support Europe and Africa is incapable of procuring or no longer desires to procure Market Ready items and FF&V at any point during the life of the resultant contract, the Government reserves the right to the make procurement and delivery of these items the responsibility of the PV.

For Operational Deployment zones (DZs), a support determination will be made at the time the DZ is invoked. Distribution prices for GFM or PV sourced product will be negotiated for these items if necessary.

The FF&V and LMR requirement for Zone III, can be removed at any time at no additional cost to the Government.

19. FULL FOOD SERVICE MANAGEMENT AND FOOD PREPARATION

- A. The PV in addition to providing Subsistence items, may be required to provide the full food service management, personnel, supervision of the dining facilities (also known as Mess Halls and Galleys) to include Brigs/Military Prisons, attendant (custodial) services and food preparation services. The PV's management functions shall include at a minimum planning, organizing, directing and coordinating various aspects of a large institutional style food service establishment. The PV shall staff each dining facility with a manager, subsistence clerk to process food orders via the Government's food service ordering systems, attendant supervisor and food service employees. The PV must ensure that all food employees are fully knowledgeable on food service tasks and receive food safety and Hazard Analysis and Critical Control Point (HACCP) training.
- B. The Government may provide food service personnel such as but not limited to active duty military cooks to perform food preparation functions at some of the dining facilities. The Government food service personnel will not work directly for nor be supervised by the PV.
- C. The PV will continuously prepare food items at selective interval during the entire meal period as the food is consumed (i.e. continuous preparation of vegetables, cook to order hamburgers, steaks, fried eggs, pancakes and cold sandwiches, etc). This procedure ensures fresh, high quality cooked food to customers on a continuous basis. The objective is to match the flow of patrons through the serving line so that freshly prepared and high quality food is always provided. The PV will also be required to follow the Army 28 Day Contingency Menu document. The Army 28 Day Contingency Menu document provides the daily breakfast, lunch, dinner, breakfast brunch and dinner brunch menu for each calendar day of the month, to include menu variations and daily menu for fast food/carry out.
- D. The Army 28 Day Contingency Menu specifies menu choices (except leftovers), including individual breads, salads, desserts, soups, self-serve items, specialty bars (salad, taco, deli, pasta, potato and etc) and condiments to be served during each meal. The PV may be required to attend Food Management Board meetings.
- E. The Government will not assess or evaluate the Offerors abilities to provide full food service management and food preparation services at time of award. If the PV is required to provide food service management, then the PV will be required to provide a detailed plan outlining at a minimum the Contractor's ability to manage and perform food preparation functions including staffing the dining facilities. The PV will also be required to provide a pricing plan to provide full line food service management and the cost per single meal (i.e. cost to serve breakfast meal, etc). The PV will be provided the specific requirements for each branch of the Military Services dining facilities. An offeror's capability or lack thereof, to perform full food service management and preparation, will have no bearing on the PV award decision for Zone I, II, or III.
- F. The Offeror [X] Does, [] Does Not, have the capabilities to provide the full food service management and food preparation services.

20. CARGO ITEMS

The acronym "CARGO" stands for "Consolidated Afloat Requisitioning Guide, Overseas". These items are included in the "Current Cataloged Items". They must be supplied in accordance with the exact weight, pack and cube sizes identified in the item description. These items represent basic stock items for the Navy.

After award, the latest list of CARGO items will be provided. The Navy updates the list two times per year, usually in June and December. They will normally provide the PV at least three month notice before the changes are to take effect.

21. MANDATORY ITEMS

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 PV) 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 PV. 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.

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

NOTE: Advocacy and Resources Corporation d/b/a AMP is currently suspended from doing business and a purchase exception is pending. The products identified for AMP are not "mandatory" until further guidance from the Committee for Purchase.

Advocacy and Resources Corporation d/b/a AMP
435 Gould Drive
Cookeville, TN 38506
Primary P.O.C. Ami Sewell (931) 432-5981
Direct: 931-432-7581
aswell@millcreekbrands.com

Secondary P.O.C. Melissa Wilson (931) 432-5981
Direct: 931-432-7585
Melissa@millcreekbrands.com

Secondary P.O.C. Mark Matlock (931) 432-5981
Direct: 931-432-7506
mmatlock@millcreekbrands.com

<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

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. Joe Perdicho
Direct: (585) 341-4712
Toll free: (800) 864-7835
jperdicho@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	55.82
8950-01-E60-5752	Garlic Powder, 5 LB CO, 3/CS	68.29
8950-01-E60-5754	Garlic, Granulated, 12 OZ CO, 12/CS	53.08
8950-01-E60-5753	Garlic, Granulated, 25 OZ CO, 6/CS	47.04
8950-01-E60-5750	Paprika, Ground, 4.5 OZ CO, 24/CS	60.09
8950-01-E60-5749	Paprika, Ground, 1 LB CO, 12/CS	64.72
8950-01-E60-7767	Pepper, Black, Ground, Gourmet, 1LB CO, 12/CS	122.20
8950-01-E60-7770	Pepper, Black, Ground, Gourmet, 5 LB CO, 3/CS	151.26
8950-01-E60-7766	Pepper, Black, Ground, Gourmet, 1 LB CN, 12/CS	139.89
8950-01-E60-7769	Pepper, Black, Ground, Gourmet, 18 OZ CO, 6/CS	69.83
8950-01-E60-7768	Pepper, Black, Ground, Gourmet, 18 OZ CN, 6/CS	78.46
8950-01-E60-7765	Pepper, Black, Ground, Gourmet, 1.5 OZ CO, 48/CS	58.37
8950-01-E60-8237	Pepper, Black, Cracked, 1 LB CO, 6/CS	63.41
8950-01-E60-8236	Pepper, Black, Cracked, 1 LB CN, 6/CS	72.04
8950-01-E60-8235	Pepper, Black, Cracked, 18 OZ CO, 6/CS	69.83
8950-01-E60-8234	Pepper, Black, Cracked, 18 OZ CN, 6/CS	78.46
8950-01-E60-8239	Pepper, Black, Whole, 1 LB CO, 6/CS	67.23
8950-01-E60-8238	Pepper, Black, Whole, 1 LB CN, 6/CS	75.86
8950-01-E60-8241	Pepper, Black, Whole, 18 OZ CO, 6/CS	73.92
8950-01-E60-8240	Pepper, Black, Whole, 18 OZ CN, 6/CS	82.55
8950-01-E60-9997	Pepper, Black, Ground, restaurant grind, 18 OZ CO, 6/CS	71.11
8950-01-E60-9996	Pepper, Black, Ground, Restaurant Grind, 5 LB CO, 1/CS	154.11
8950-01-E60-9456	Spice Blend, All Purpose w/o Salt, 2.5oz CO, 12/CS	22.59
8950-01-E60-9457	Spice Blend, All Purpose w/o Salt, 6.75oz CO, 6/CS	23.15
8950-01-E60-9458	Spice Blend, All Purpose w/o Salt, 10oz CO, 12/CS	52.20
8950-01-E60-9459	Spice Blend, All Purpose w/o Salt, 20oz CO, 6/CS	44.74

<u>STOCK NUMBER**</u>	<u>PRODUCT</u>	<u>(\$)</u> <u>PRICE FOB ORIGIN</u>
8950-01-E60-9460	Spice Blend, All Purpose w/o Salt, 28oz CO, 6/CS	57.79
8950-01-E60-9461	Spice Blend, Chili, Powder, dark, 16oz CO, 6/CS	27.94
8950-01-E60-9462	Spice Blend, Chili, Powder, light, 17oz CO, 6/CS	27.86
8950-01-E60-9463	Spice Blend, Chili Powder, light, 18oz CO, 6/CS	28.77
8950-01-E60-9464	Spice Blend, Chili Powder, dark, 20oz CO, 6/CS	31.91
8950-01-E60-9465	Spice Blend, Chili Powder, 5lb CO, 1/5lb/CS	24.00
8950-01-E60-9147	Spice Blend, Lemon Pepper, 28oz CO, 6/CS	42.63
8950-01-E60-9466	Spice Blend, Lemon Pepper, 26oz CO, 6/CS	40.45
8950-01-E60-9467	Spice Blend, Lemon Pepper, 27oz CO, 6/CS	41.55
8950-01-E60-9150	Spice Cinnamon, Ground, 16oz CO, 6/CS	23.38
8950-01-E60-9468	Spice Blend, Cinnamon, Maple Sprinkle, 30oz CO, 6/CS	41.33
8950-01-E60-9469	Spice Cinnamon, Ground, 15oz CO, 6/CS	22.69
8950-01-E60-9470	Spice Cinnamon, Ground, 18oz CO, 6/CS	24.79
8950-01-E60-9471	Spice Cinnamon, Ground, 5lb CO, 3/5lb/CS	45.56
8950-01-E60-9472	Spice Cinnamon, Stick, Whole, 8oz CO, 6/CS	26.25
8950-01-E61-0104	Spice Ginger Ground, 14oz CO, 6/CS	37.10
8950-01-E61-0105	Spice Ginger Ground, 15oz CO, 6/CS	38.77
8950-01-E60-9152	Spice Ginger Ground, 16oz CO, 6/CS	38.78
8950-01-E61-0103	Spice Blend Canadian Style for beef, 29oz CO, 6/CS	69.35
8950-01-E61-0106	Spice Pepper, Cayenne, Ground, 1.5oz CO, 48/CS	38.26
8950-01-E60-9155	Spice Pepper, Cayenne, Ground, 14oz CO, 6/CS	27.96
8950-01-E61-0107	Spice Pepper, Cayenne, Ground, 16oz CO, 6/CS	30.22
8950-01-E61-0108	Spice Pepper, Red, Ground, 16oz CO, 6/CS	30.22
8950-01-E61-0099	Spice Mix, Taco, 9oz CO, 6/CS	25.52
8950-01-E61-0100	Spice Mix, Taco, 11oz CO, 6/CS	28.50
8950-01-E61-0101	Spice Mix, Taco, 23oz CO, 6/CS	48.01
8950-01-E61-0102	Spice Mix, Taco, 24oz CO, 6/CS	49.50

**** 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):**

<u>STOCK NUMBER**</u>	<u>PRODUCT</u>
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)

<u>STOCK NUMBER**</u>	<u>PRODUCT</u>
8950-01-E61-3488	SPICE MIX, TACO, w/o MSG, 1/11 oz co (ind unit sale only)
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)	140.25
8955-01-E61-3689	COFFEE, RST, grd, univ bld, 10/39 oz foil resealable co (Sara Lee)	140.85
8955-01-E60-8859	COFFEE, RST, grd, univ bld, 10/39 oz foil resealable co (RVP/S&D)	131.88

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, 1salt, 1 pepper and 1 napkin/pg non-white, subdued color (tan/sand/brown), 25/bg	4.48

* **"Essentially the Same" Criteria**

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

1. It has effectively the same form, fit and function.
2. The AbilityOne and commercial products may be used for the same purpose.
3. The AbilityOne 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 AbilityOne product and commercial product are not significantly different from one another?

22. **NEVER OUT ITEMS**

The following is a list of items that were determined to be critical to DLA Troop Support's Air Force and Army customers; these items will be considered "Never Out" items. The PV will maintain a supply chain based on a moving average of 3, 6, 9 and 12 months of usage data and demonstrate to the Contracting Officer that these items will always be in stock. The PV will be provided historical demand data for individual customers during post award, in order to determine supply chain requirements.

In the instance these items are NIS, the PV must justify in writing to the Contracting Officer the reason(s) these items are NIS and offer a remedy to re-supply these items as quickly as possible at no additional cost the Government. These items have been mutually agreed upon by USAFE (United States Air Forces in Europe) and USAREUR (United States Army Europe) and will apply to all Air Force and Army customers covered under this acquisition. This list will only change upon mutual agreement between USAFE and USAREUR when necessary.

<u>PRODUCT</u>	<u>UOM</u>
Bacon, Sliced, Preckd, Frz, Cured, Smkd, Extra Thk, 4 lb bg, 6/cs, 1200 sl/cs	CS
Beef, Grd, Bulk, Fzn, 85% min lean, 10 lb avg, 4/cs, NAMP 136	LB
Butter, Salted, US Gr AA 1 lb print, 36/cs	CS
Catsup, Tomato, US Gr A, 14 oz Squeeze Bottle, 24/cs	CS
Chicken, Cut-up, 8 piece, Raw, Fzn, IQF, RTC, US Gr A, 3-3.5 lb avg, 45.5 lb cs	LB
Coffee, Roasted, Ground, Universal Grind Blend, 39 oz cn, 6/cs	CS
Flour, Wheat, General Purpose, Bleached, 10 lb bg, 4/cs	LB
Rice, Parboiled, Long Grain, 10 lb bg, 2/cs	CS
Salad Oil, Any Comb of Veg Oils, 1 gal co, 6/cs	CS
Salt, Table, Iodized, 4 lb bg, 12/cs	CS
Sugar, Refined, Granulated, 10 lb bg, 4/cs	CS
Vegetable, Potatoes, French Fries, Straight-Cut, Fzn, 3/8 thick, Xlg, Gr A, 5 lb co, 6/cs	CS
Spice, Pepper, Black, Grd, Gourmet, 18 oz plastic co	EA

23. RELATED NON-FOOD ITEMS/FOOD SERVICE OPERATING SUPPLIES (FSOS)

- A. This solicitation includes Food Service Operating Supply (FSOS) products associated with the preparation or serving of food as well as items associated with cleaning up of food preparation areas for the DoD and non-DoD customers. This includes, but is not limited to, plastic, foam, paper goods and cleaning supplies.
- B. *Definition:* Consumable or disposable products associated with the preparation or presentation of serving food. This includes but is not limited to plastic, foam, paper goods and cleaning supplies. These are the non-food items in the Current Cataloged Items Attachment that are not identified as CARGO or Q-COG.
- C. The following list of Food Service Operating Supplies (FSOS) items have been determined to be inclusive under the Berry Amendment Restrictions according to DFARS 225.7002-1 and 10 USC Section 2533a (2001), and must be sourced domestically (U.S.):

<u>LSN</u>	<u>DESCRIPTION</u>	<u>U/I</u>
8415-01-E08-0821	Apron, Food Handlers, Plastic, White, 1000ea/cs	CS
8415-01-E08-0832	Gloves, Latex, Protection, Long Sleeves, Sz Med, 1 pr/set	EA
8415-01-E08-0836	Gloves, Rubber, Yellow, XLrg, Sz 9 to 9.5, 1 pr/set	EA
8415-01-E08-0835	Gloves, Rubber, Yellow, Lrg, Sz 8 to 8.5, 1 pr/set	EA
8415-01-E08-0837	Gloves, Rubber, Yellow, Medium, Sz 7 to 7.5, 1 pr/set	EA
8415-01-E08-0822	Gloves, Rubber, Yellow, Small, Sz 6 to 6.5, 1 pr/set	EA
8415-01-E08-0826	Hair Net, Standard, Black, 100 ea/cs	CS
8415-01-E08-0827	Hair Net, Standard, Brown, 100 ea/cs	CS
8415-01-E08-0708	Hat, Paper, White, for Food Handlers, 500 ea/cs	CS
7920-01-E08-0664	Mop Head, Rayon, Clamp type, 6 ea/cs	CS
7920-01-E08-0838	Mop, Cell, Sponge, 6 ea/cs	CS
7920-01-E08-0833	Mop, Sponge, refill, 10 ea/cs	CS
7330-01-E08-0805	Pad, Bakery, Cloth / Glove	EA
7920-01-E08-0834	Sponge, Cloth, 24 ea/cs	CS
7330-01-E08-0690	Thermometer, Deep Fat, from 90° to +220° Celsius	EA
7330-01-E08-0737	Thermometer, Grill, from 0° to 500° Fahrenheit, 2.5" dia.	EA
7330-01-E08-0686	Thermometer, Oven, Bimetal, from +50° to +300° Celsius	EA
7330-01-E08-0688	Thermometer, Pocket, 2 inch	EA
7330-01-E08-0689	Thermometer, Refrigerator, Round, with color fields	EA

All Food Service Operating Supplies (FSOS) items are subject and inclusive under Federal Acquisition Regulations (FAR) restricting nations to source supplies. See FAR 25.701, *Prohibited Sources*, for more information.

24. MREs AND UNITIZED GROUP RATIONS (UGRs)

A. OPERATIONAL RATIONS:

1. Unitized Group Rations (UGR's) are used to sustain military personnel during worldwide operations that allow organized food service facilities. 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 18-50 person meal are included in the UGR, with the exception of mandatory supplements, such as bread, milk and cold cereal. UGR meal modules also contain all required disposable items (cups, compartment trays, and utensils). This ration is available in three (3) options, with each sharing a core of quick prepared and/or ready to use commercial products:
 - a. 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 UGR H&S has its own unique NSN). There are currently 7 breakfast and 14 lunch/dinner options available. The UGR-H&S option is unitized into 3 boxes which places 2 fifty (50) soldier menus on one tier of a pallet. One tier provides 100 meals and one pallet (4 tiers) provides 400 meals.
 - b. UGR-A, which includes perishable/frozen type entrees (A-Rations). Each complete UGR-A ration consists of 3 shipping cases: 2 cases are semi perishable and 1 case is frozen. There are currently 7 breakfast and 14 lunch/dinner menus available. The 2 semi perishable cases are ordered/shipped under a single LSN (i.e., the two cases must be delivered together), and the frozen case is shipped under a separate, second LSN. For the UGR-A, one pallet is comprised of 12 modules and provides 600 meals.
 - c. UGR Express (UGR-E), which provides a complete meal to 18 individuals. The UGR EXPRESS (UGR-E) traypack components are thermally processed, pre-prepared, shelf-stable foods, and currently packaged in hermetically sealed, half-size steam table containers. There are currently 6 lunch/dinner menus available each with its own NSN. For the UGR-E, one pallet is comprised of 18 modules and provides 324 meals.
2. Individual Feeding Rations - semi perishable rations that require ambient storage only. The unit of issue is a single shipping case.
 - a. Meal, Ready-to-Eat (MRE) 8970-00-149-1094
 - b. Long Range Patrol Ration (LRP) 8970-01-467-1749
 - c. Meal, Cold Weather (MCW) 8970-01-467-1753
 - d. Humanitarian Daily Ration (HDR) 8970-01-375-0516

- B. At this time, Zone I is not required to pick, stage, store or distribute UGR-As to various end-user delivery points on a routine basis. However, in the event of any change, the Government reserves the right to require that any or all PVs receive, store, and distribute any of the above Operational Rations (which will be provided as GFM).

GFM Operational Ration Distribution Price Categories are as follows and the associated Price can be found on page 59:

GFM - UGR - H&S Group Rations GFM - UGR-E Express Group Rations
GFM - UGR-A Semiperishable Group Rations and GFM - Individual Feeding Rations
GFM - UGR-A Breakfast and Dinner Perishable Group Rations

The technical data for operational ration requirements to include a detailed Statement of Work will be provided by the Contracting Officer if necessary. For more information regarding these rations, please go to <https://www.dscp.dla.mil/subs/rations/index.asp>.

25. 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 PV contracts.
2. National Allowance Program: The program implemented by the DLA Troop Support Philadelphia, PA to maximize the leverage of DLA Troop Support's buying power and reduce the overall product price under PV 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 delivered/invoice price of the product. The NAPA does not affect the PV's distribution price in any way.
- B. DLA Troop Support has implemented a NAPA Program as part of the Subsistence PV 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 PV(s) to distribute its products to ordering activities under the PV Program.
 2. Offer discounts on the product price of the product ordered under PV 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 PV 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.
 - E. If a PV 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, 215-737-7445. The NAPA Team will provide general instructions and a password to access the allowances on the NAPA website.
 2. The PV 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 PV within a time period mutually agreeable to the PV and the agreement holder.
 3. Any disputes involving the NAPA between the PV 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 PV 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.

Field Number	Field Description	Field Name	Width	Format	Note
1	PV 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 Mfg Name	MFG	45	Alpha-Numeric	Note 2
6	Unit Allowance Amount	ALLOW	12	999999.99	Note 3

Field Number	Field Description	Field Name	Width	Format	Note
7	Allowance UOM	ALLUOM	03	Alpha-Numeric	Note 4
8	Allowance to Ship Conversion	ALLCONV	12	999999.99	Note 5
9	PV 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:

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.
 2. 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.
 3. 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.
 4. 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. 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. 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. For a list of NAPA Holders, please visit the website; <http://www.dscp.dla.mil/subs/support/napa/napa.asp>.

26. FOOD/DRINK DISPENSERS

- A. When requested, the prime vendor shall furnish beverage dispensing machines and soft serve/yogurt machines, as specified herein. 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. All arrangements must be made with the PV and not directly with the manufacturer. 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.
- 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.
- C. When the situation allows, 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.

- D. Any equipment or material furnished by the PV shall remain the property of the vendor and must be returned to the vendor at the conclusion of the contract in the same condition in which it was received.

27. FOOD SHOWS

- A. The purpose of the PV Food Show is to introduce new products to the customers serviced in the areas defined in this solicitation. Product "allowances" are sought at the PV Food Show on all items. DLA Troop Support participates in PV Food shows for the purpose of obtaining those "allowances." These allowances are negotiated by DLA Troop Support with each exhibitor at the Food Show, whether it is a broker representing several firms, or a distributor representing a firm or the manufacturer directly. Other procedures in accordance with a vendor's normal commercial practice may be used to negotiate the allowance or savings. At the Contracting Officer's discretion, the authority to collect these allowances may be delegated to the PV.
- B. The PV is required to advise the Contracting Officer and Account Manager(s) of all Food Shows throughout the course of the contract. This includes Annual Shows, as well as Regional Mini Food Shows and Customer Appreciation Events held in CONUS or OCONUS. At the Contracting Officer's discretion, the frequency of these shows may be changed according to customer needs, locations and headcount of any given area, but not to exceed more than one show per year. The PV is required to arrange all aspects of the Annual Food Show, Mini Food Shows, and Customers Appreciation Events at his own expense and at no additional cost to the Government. Venue location, number of booths, booth locations, and attendees are at the discretion of the PV.
- C. No later than two (2) weeks prior to the Food Show, the PV shall furnish the Contracting Officer and Account Manager(s) with the following information:
1. List of brokers/manufacturers attending the Food Show.
 2. Map showing the locations of booths.
 3. Effective period of the 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.
 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 on this usage Report:
 - a. Vendor Part Number
 - b. National Stock Number (NSN) (if applicable)
 - c. Description of Item
 - d. Usage Quantity
 - e. Manufacturer/Brand
 - f. Booth Number of exhibitor representing the product
 - g. Proposed Discount
- D. Within three (3) weeks after the food show, the PV shall submit an estimated report of food show savings.
- E. At the end of the Food Show allowance period, the vendor shall submit to the Account Manager a Food Show savings report, by customer. This shall be completed within 3 weeks of the ending of the allowance period.
- F. Food Show Allowances must be passed on to the customers directly via a catalog price reduction. Accordingly, when the applicable items are ordered, the price must reflect the discount if ordered during the specified time frame. The deviated price is the price that is to be submitted via the 832-catalog transaction.

28. BACK-UP PRIME VENDOR

- A. As part of the contingency requirements as defined herein, TWI will become a back-up supplier for Zone II, should the PV for either Zone be unwilling or unable to support one, some, or all customers in that assigned Zone for any reason. The designation to act as a backup to any or all customers in both Zones will be executed by a bilateral modification. The appropriate distribution prices will be negotiated as necessary.

- B. These back-up measures are necessary to preclude the need to re-solicit for support to the affected customers, as well as maintain the required services to these customers. In determining a PV's inability to support all customers, DLA Troop Support will consider such factors as contract dollar value thresholds, total asset visibility, past performance, DTS service and availability and proximity to PV facilities.

29. BREAKING CASES

- A. Case breaking *may* be required for the following geographically separated customers. Semi-perishable items must be ordered by the Unit of Issue; i.e., individual can, box, bag, jar, etc.
 - Eagles Perch DF, Volkel AB, Bldg. 404
 - Limburg house DF, Kleine Brogel, Bldg 93N
 - Eagles Nest DF, Buchel AB, Bldg. 513C
 - US Shape DF, Rue Galvin, Bldg. 301, Belgium
 - Ghedi Air Force Base, Bldg. 120, Ghedi Italy
- B. All customers may require case breaking on spices, flavorings and food colorings.

30. ADDITIONAL CUSTOMERS

Additional DLA authorized customers may be added or deleted at any time with no additional cost to the Government. Implementation / draw down plans will be developed if necessary. Such authorized customers may include but are not limited to, Commissaries and Cafeterias run by United States Embassies and Consulates. In regard to Portugal, additional customers may be added. In regard to France, additional customers may be added to Zones I or II. In determining which PV will service which additional customer, the DLA Troop Support Contracting Officer may consider factors such as proximity to existing PV facilities, contract dollar thresholds, total asset visibility, past performance and DTS service availability when making the final decision. Any customer not currently listed may be added at a negotiated cost, if necessary, using the above factors of consideration.

31. NON-COMPETITION/NON-SOLICITATION

- A. TWI warrants that it will not actively promote, encourage, or market to any of the customers on this contract away from a resultant DLA Troop Support contract, and onto a contract of any other Government agency or commercial entity.
- B. FAR 8.002 directs that Government Agencies shall satisfy requirements for supplies and services from a wholesale supply source (such as DLA) before purchasing from commercial sources. DFARS PGI 208.7006 identifies DLA Troop Support as the acquiring department within DLA with the responsibility for acquisition of Subsistence items. In accordance with these provisions, the offeror warrants that if awarded a contract under this solicitation, it will not attempt to sell items within the scope of the contract directly to any customer serviced under this contract during the contract's effective period.

32. CUSTOMER SERVICE POLICY

- A. The PV shall treat each and every customer covered under this solicitation and resultant contract(s) as one of its best customers. Therefore, any treatment and/or customer service policy given to other essential accounts shall also be given to the customers covered under these contracts.
- B. The PV shall provide at least one (1) full time (dedicated) customer service representative to maintain continuous contact with the ordering activities, and especially with regard to emergency service requirements, product quality complaints, shipping discrepancies, and damaged product. All customer service representatives are required to speak English, and **MUST** have the authority to make binding decisions on behalf of the PV on any concern. The name of the representative(s) and their telephone number, cell phone number, e-mail address, or any other method of communicating shall be furnished within 30 days after award.
- C. 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 customer/PV communication when necessary.

- D. At a minimum, quarterly visits to the customers under these contract(s) are required to show new items, product preparation, provide nutritional information and address any other concerns that the customers may have. Additionally, the PV is required to have a representative attend scheduled management meetings at customer locations, which may take place in the prime or back-up zones.
- E. Since many of our customers only have access to the Government telephone network, Offerors are required to have a toll free telephone and FAX number to accommodate all customers.

33. **NEW ITEMS**

- A. If a customer desires to order an item that is not part of the PV's inventory, the PV will be allowed a maximum of sixty (60) days lead time to source, transport and make available the new item to the end-user customers. This 60-day period will begin after the administrative lead time period during which sourcing and price reasonableness take place. The PV 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 PV's inventory if it appears that these items will be ordered regularly; i.e., a hospital supported under the proposed contract(s) uses dietary products and items unique to a healthcare facility. There will be a ten case monthly minimum applied to new items. The sixty (60) day lead time does not apply to replacement items; lead time will depend on existing inventory.
- B. The PV shall assume the responsibility of introducing new food items to the customers, as well as to show cost effective alternatives to their current choices. The PV will use their proposed supplier selection process to include analysis/comments/recommendation of new products prior to the product sampling/taste testing.
- C. All new items must be approved in accordance with individual services' Headquarters or Regional Area Command's operating procedures, prior to stocking the item. New item prices must be determined fair and reasonable. The new items must be approved by the Contracting Officer prior to the items addition to the customer's catalog. Customers are responsible for projecting monthly demand. The PV will order inventory according to the customers' estimated monthly demand. It is the PV's responsibility to notify the customers when product is not moving according to the estimated monthly demand, in order for the customers to adjust those quantities.
- D. The PV agrees that all new items will not be available and delivered to the customer(s) until sufficient inventory of the new products have been shipped and received in the PV's OCONUS facility(s) with the new items added to the customer's catalog via the 832 catalog process.
- E. If an item is deleted or replaced by a new item due to customer preference, the customer is responsible for drawing down the existing inventory, before ordering the new replacement item. The new item will not be added to the catalog until existing inventory is depleted. In the event that there is no new item and a current catalog item is no longer needed or desired by the customer, the customer is still responsible for depleting the existing inventory on hand.
- F. Procedures for Adding New Items
 1. Written approval from the Contracting Officer shall authorize all specified new item additions and/or changes to NSNs prior to catalog update transmissions. This requirement is for the Contracting Officer's determination of price reasonableness. The customer will continue to determine the items to be added to the catalog.
 2. Vendors shall submit their request for approval for such additions and/or any changes no later than 1200 hours on Monday proceeding the following weekend's catalog update cycle.
 3. Vendors shall utilize the latest Generic and NAPA LSN Request Forms; available on the DLA Troop Support web site at: <https://www.dscp.dla.mil/subs/support/techops/index.asp> or fillable PDF versions will be provided by the Contract Specialist during post-award administration. When downloading these forms from the website, there will be a message regarding the case label requirement. This pop-up must be acknowledged in order to access these forms.
 4. 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. PVs 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 FAR 13.106 and approves the addition.

5. PVs 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.
 - iii. Copy of the manufacturer's actual product case label and specification sheet. This submission will assure the correct product description is available to the DLA Troop Support catalog team. Requests submitted without an accompanying product label, will not be processed (the awardee will be provided copies of the acceptable "case labels" post award), and
 - iv. Distribution Price Category and distribution price dollar amount per unit of measure will be annotated on the New Item Request form by the Contracting Officer or Contract Specialist.
 - v. Estimate of average monthly demand for the new item (AMD) as provided by the customer.
7. Requests and their supporting documentation shall be faxed or emailed to the Contracting Officer or Contract Specialist for immediate review.
8. The approved price as submitted on the form (generic, NAPA, or non-food) 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.

34. RADIO FREQUENCY IDENTIFICATION TAGS (RFID TAGS)

The purpose of RFID technology is to improve the visibility of DoD assets. RFID also increases the accuracy of shipment and receipt data and allow more efficient movement of supplies within the DoD supply chain. In accordance with the policy memo issued by the Office of the Under Secretary of Defense, dated July 30th, 2004, certain Class 1 shipments require RFID tags. More information about this policy and the latest RFID initiatives can be found at <http://www.acq.osd.mil/log/rfid/index.htm>.

35. CONTRACT IMPLEMENTATION/EFFECTIVE PERIOD

- A. In the event that this solicitation results in PV awards to firms *other* than the incumbent PVs, the Government intends to: (i) make the award approximately 120 days prior to the expiration date of the incumbent contract and (ii) establish a time phased transition schedule during the incumbent contract's final 120 days of operation, and (iii) phase in customer ordering points to the awardee(s) on a schedule that is in the best interest of the Government. During the implementation period, the incumbent PV(s) will remain the principal source of food and non-food supplies for their region. Performance failure during this period may result in contract termination for cause. The order of precedence for customer support is (1) the incumbent PV, (2) the back-up PV, if applicable, as stipulated in the current European contracts and (3) the New PV.
- B. Within (14) days after notification of award, the unsuccessful incumbent PVs will submit a proposed ramp-down schedule to their respective Contracting Officer, including a Total Asset Visibility (TAV) Report. This report must show the location of all products in residual inventory, on order, in transit, and in the PV's CONUS or OCONUS warehouse, by item and quantity. In addition

to the TAV report, the incumbent PV must submit the remaining shelf life for all residual inventory and the appropriate average monthly demands (AMD) with respect to this product. Upon receipt/review/discussion, the Contracting Officer will assist the new PVs with forecasting levels and the ramp-up phase shall begin. The Government will avert significant and additional over-ocean transportation charges if new PVs consider procuring existing residual levels of inventory from the incumbent(s) as an initial basis for creating a total asset pipeline.

- C. Within (60) days after notification of award, the new PVs shall be required to have established fully functional cataloging and distribution systems in place, including all EDI support systems, for all customers under their particular contract award(s). Within 45 days of the expiration of the incumbent contracts, the awardee(s) will be required to submit their first Total Asset Visibility (TAV) Report. This report must show the location of all products in residual inventory, on order, in transit, and in the PV's CONUS or OCONUS warehouse, by item and quantity.
- D. The New PV(s) shall be fully prepared to support all customers under their particular contract award at least 30 days prior to the expiration date of the incumbent contracts. It is the Government's intent to have all orders placed under new PV contracts when the incumbent contracts expire. However, the Government reserves the right to phase-in customer ordering points in the best interest of the Government.
- E. The ordering and delivery period of the contracts shall be the first day that one or more facilities place an order under the contract after the 120 day ramp-up period. In order to take into account the implementation period described above, the contracts shall become effective on the date of award. Notwithstanding the contract's date of award, the ordering and delivery base period shall begin on the date of the first order under the contract(s) (after the 120 day ramp-up period for a new vendor) and shall end two (2) years later. This means that the contract's base period may exceed two (2) years when the time permitted for implementation is taken into consideration. Thereafter, each option period, if exercised, will begin on the anniversary of the base ordering period ending date. There are two (2) potential option periods.

36. TITLE

Title of all U.S. manufactured products purchased for the Government remains with the PV 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.).

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.

37. 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.
- 2. A Department Of Defense (DoD) Public Key Infrastructure (PKI) Certificate will be required for all DoD personnel and civilian contractors who will use CPARS. The requirement for PKI

certificates was implemented in accordance with DoD security policy promoting secure electronic transactions.

B. OBTAINING A PKI CERTIFICATE

A Department Of Defense (DoD) Public Key Infrastructure (PKI) Certificate is required for all DoD contractor users. The requirement for PKI certificates is implemented in accordance with DoD security policy promoting secure electronic transactions. 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.

38. STATUS OF FORCES AGREEMENTS (SOFA)

- A. The NATO Status of Forces Agreement (SOFA) and each country's implementing agreements or statutes, govern shipments to US facilities in NATO countries. Shipments to other than NATO countries are subject to whatever country-to-country agreements may exist between those countries and the United States. Offerors 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.
- B. The NATO SOFA permits the import of subsistence items and other supplies intended for the U.S. Forces, free of duties and taxes. Stationing agreements with non-NATO countries, *to the best of DLA Troop Support's knowledge at this time*, contain similar provisions. 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 PV's commercial customers.
- C. Furthermore, SOFA supplements and stationing agreements may provide for specific markings on the containers. PVs must identify any such marking requirements and ensure that the markings are properly applied.

39. FREE ON BOARD (F.O.B.) POINT

- A. Under normal conditions F.O.B. Destination terms apply. 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 PV 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 74, 15 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 PVs 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. On any F.O.B. origin shipment, the PV must arrange for USDA Inspection and is responsible for associated cost.

40. NAF AIR FORCE MANDATORY ITEMS

- A. Signature Brands: The Air Force Services Agency (AFSVA/SVOF) is developing "Signature Brand" establishments that will be implemented at various Air Force bases in the near future. These establishments utilize core menus requiring the use of specific brand name products; AF HQ can change these items as they see fit. Signature Brand items can be utilized by other customers. Substitution of these products is not authorized without the prior written approval of HQ AFSVA/SVOF and the Contracting Officer. It shall be mandatory for the PV to carry these items.
- B. Proprietary Items: Operations in Europe currently operate name brand activities such as Chili's Bar and Grill and other name brand activities. Compliance with the product specifications for these restaurants as specified by Brinker International is mandatory. Such mandatory compliance

shall also apply to other Brinker international concept(s) that may be opened at other bases in The European Theater (i.e. England and Italy). The PV will be given the opportunity to slot and provide the Brinker specified products. A minimum fill rate of 97.5% is mandatory. If this rate is missed for two consecutive orders, the NAFI may elect to place orders elsewhere. Substitution is not allowed. As the supplier of such products, the PV may be able to receive corporately negotiated pricing for those items. Any costs savings as a result of this pricing shall be passed on to the installation being serviced.

1. DLA Troop Support strictly prohibits allowing other customers to order these proprietary items. These items are to be used by certain facilities designated by the AF. Use of these items by other customers, may result in the loss of the requirement.

2. Brinker Proprietary Items must be completely segregated from all other Prime Vendor inventory. Post award, the Prime Vendor will be given a separate set of stock numbers for these items in order to facilitate the identification of these items. These items will be purchased directly from Brinkers International, the POC is: Kathy McGee at (972) 770-1775. More information regarding Brinkers International can be found at <http://www.brinker.com/>.

3. Attachment Three (3) of this solicitation lists the Proprietary Items by Establishment. Since these items are Proprietary, the Product and Suppliers Names identify the items to be purchased. Any questions regarding these items should be directed to the Brinker's POC.

41. OTHER CLASSES OF SUPPLY AND REQUIREMENTS

During the life of the contract, the Prime Vendor may also be asked to source, store and / or distribute other than class one products. Fees will be negotiated upon determination of a requirement.

DESCRIPTIONS/SPECIFICATIONS

1. DEFENSE APPROPRIATIONS ACT

- A. All items supplied under the contract awarded must comply with the Berry Amendment (10 U.S.C. Section 2533a) and the provisions of DFARS Clause 252.225.7012. For detailed information, please refer to DFARS 225.7012, or contact the Contracting Officer.
- B. The Government may issue individual domestic non-availability determinations (DNAD) when warranted. The Contracting Officer will forward notices to the Prime Vendor as the determination(s) is (are) made.
- C. The vendor shall deliver under this contract, food that has been grown, reprocessed, reused, or produced in the United States, except for exempted items. Exempted items include: 1) acquisitions of perishable foods by or for activities located outside the United States for personnel of those activities (per DFARS 225.7002-2(e)) and 2) acquisitions of foods manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. However, in accordance with Section 8118 of the DoD Appropriations Act for Fiscal Year 2005 (Pub. L. 108-287), this exception does not apply to fish, shellfish, or seafood manufactured or processed in the United States or fish, shellfish, or seafood contained in foods manufactured or processed in the United States (per DFARS 225.7002-2(l)). These foods shall be taken from the sea by U.S. flag vessels; or if not taken from the sea, shall be obtained from fishing within the United States; and any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.
- D. Prohibited Sources, FAR Subpart 25.701:

25.701 Restrictions

- (a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, agencies and their contractors and subcontractors must not acquire any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.
- (b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from North Korea into the United States or its outlying areas. In addition, lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/tdn>. More information about these restrictions, as well as updates, is available in OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.

2. ORDERING SYSTEM

- A. All customers listed within are currently using the Subsistence Total Order and Receipt Electronic System (STORES), accessed via the Internet.
 - 1. 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 for the purposes of contractor payment and customer billing.
 - 2. Customers will be able to order all of their subsistence requirements through STORES. The system will transmit orders to the PV for FF&V, fresh bread, fresh milk and dairy items, and to DLA Troop Support for ration type items, if necessary.
 - 3. The Prime Vendor is required to interface with STORES and must be able to support the following EDI transactions:
 - 810 – Electronic Invoice
 - 820 – Payment Voucher Information
 - 832 – Catalog (Outbound: Vendor to DLA Troop Support)
 - i. The latest 832 Transaction Set includes: a breakout of the total unit price, separating Product Price and Distribution Price columns.

- ii. Gross case weight, case cube, and number of cases per pallet will need to be provided by the supplier
 - 850 – Purchase order
 - 864 – Inventory Reporting
 - 997 – Functional Acknowledgement

The Prime Vendor is responsible for supporting the latest versions of the EDI transactions listed above throughout the life of the contract at no additional cost to the Government.

- 4. A complete description of these transaction sets is included in the "EDI Implementation Guidelines" attached to this solicitation.
 - 5. The PV 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.
 - 7. The PV 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". This requirement may change as systems requirements change.
 - 8. The Common Food Management System (CFMS) will be replacing the Services' legacy systems. Although CFMS does not effect the STORES application, the PV is required to make all changes to the 832 Transaction Set as a result of the implementation of CFMS.
- B. The Government's ordering system requires that for the purpose of invoicing, unit pricing will be fixed at the unit price effective in the catalog at the time of order. The delivery date will have no effect on this price.
- C. 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.

3. ORDER PLACEMENT

- A. Customers shall place their orders to accommodate a "skip day" delivery. An order placed on March 1st would have a required delivery date of March 3rd. Orders may be placed with a longer lead-time; however, the minimum lead-time is "skip-day". Customers will be required to adhere to the specified cut-off time to place an order for skip day deliveries which will be negotiated and become part of the contract, upon award.
- B. The vendor is to advise the customers no later than 24 hours after receipt of non-availability of an item and recommendation for re-order. If it appears that the vendor does not expect a stock replenishment in sufficient time to fulfill the requirement, the PV should offer the customer a substitute of equal or higher quality and of equal or lower cost unless otherwise accepted by the customer, or advise them of the not-in-stock position of the item and the date of the expected delivery from the manufacturer.
- C. For all customers except remote locations and afloat 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. TWI will not charge the customers for order cancellations. 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.

4. ORDER FILL OR SUBSTITUTION POLICY

- A. In terms of "Add-On" items, or items the customer decides to order after their initial order is submitted to the PV, the vendor may not add these items on to the existing order. The customer is required to submit a completely new and separate order for these additional items. The vendor

will fill this new order, along with the original order, within the required 48-hour delivery time frame. TWI will not charge the customers for "Add-On" purchase orders.

- B. In terms of substitutions, all supplies shall be furnished on a "fill or kill" basis. No substitutions will be accepted unless authorized by the ordering office. Offerors are required to have procedures for handling not-in-stock (hereinafter NIS) situations. The PV shall advise the customer by 12 noon on the skip day 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 PV should offer the customer a substitute, or advise them of the not-in-stock position of the item. The customer will make the final decision on the acceptability for any substitutions. A substitute item must be of equal or higher technical quality and equal or lower in price. Substituted items cannot be added to the original order for delivery and customer is required to place an order for these items separately. The vendor will fill this new order, along with the original order, within the required 48-hour delivery timeframe.
- C. The awardees' ordering system must be able to accommodate multiple orders from the same customer with the same order date and RDD. Replacement orders will not be acceptable and phone / fax orders will not be viewed as acceptable commitments.

5. SUPPLIER SELECTION

- 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 description. Product characteristics shall be standardized to the extent that variations in flavor, odor, and texture will be minimized.
- B. The PV shall have a formal quality assurance program and a quality control manager that is responsible for oversight of the program. All aspects of quality as related to this Subsistence PV program shall be proactively monitored and evaluated by the PV.

6. QUALITY PROGRAM

A. WAREHOUSE & DISTRIBUTION QUALITY PROGRAM:

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.

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 managed and monitored (by date of pack/production of the item);
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 are met, when applicable;
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;
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.

B. PRODUCT QUALITY

1. Shelf-life

All products delivered shall be as fresh as possible and within the manufacturer's original shelf life (i.e., Best if Used by Date, Expiration Date, or other markings). TWI will not accept product at their CONUS consolidator(s) with less than 80% shelf life remaining of the manufacturer's original shelf-life.

NOTE: Products commonly sold "Chill" in the commercial market but required/identified as "frozen" in the DLA Troop Support item description (due to customer needs and mainly for OCONUS shipment/locations) should be purchased frozen from the manufacturer. These short-shelf life items may include: Hot dogs, bologna, bacon, deli meats, cooked hams, other cooked meats, and cheeses (cottage cheese and cream cheese shall not be frozen). These items should be frozen at the manufacturer's plant (preferably) and/or shall be blast-frozen by the PV following the manufacturer's "Freeze-by-Date" guidelines to preclude degradation and to extend shelf-life. The Prime Vendor's label shall correlate with the manufacturers' frozen shelf life recommendations for each type of product. 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. Products required by the DLA Troop Support Item Description to be chill must be maintained and delivered chill and products required to be frozen must be delivered frozen to the DLA Troop Support customer (no product shall be slow-frozen in any case), unless approved by the Contracting Officer.

For annual pack items, products will be from the latest seasonal pack available, unless approved in advance by the Contracting Officer. Annual Pack items shall not older than one year from Date of Pack/Production Date upon receipt at the PV facility or when shipped from a CONUS Port to a OCONUS PV location.

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.

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.

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.

It is NOT DLA Troop Support 's Policy to grant shelf life extensions. 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 Inspection Services (Veterinarian/medical personnel) inspection results/recommendation, customer approval, and price reduction offered. Procedures for Prime Vendor request for shelf life extensions are as follows:

- i. The Prime Vendor submits the extension request to the Contracting Officer. The paperwork shall include the following: NSN, Part Number, Item Description, original number of cases received, date received at PV facility, Manufacturer's original expiration date, number of cases issued, number of cases remaining/in-stock, Dollar Value, Price Reduction Offered, Reason/Justification for the request (slow-moving, error on quantity ordered VS quantity requested by customers, etc.), Manufacturer Letter of Extension, and Manufacturer's extended expiration date. If acceptance of request is considered by the Contracting Officer, the Contracting Officer Representative (COR), as designated, coordinates/requests inspection of products from the local Military Inspection services (Veterinarian/Medical) for each specific product on the list.
- ii. The Military Inspection Services (Veterinarian/medical personnel) inspect each product (in accordance with their list of priorities) for wholesomeness and fit for continue use. Products found fit for a shelf life extension should be extended (by the Military Inspection Services) by taking into consideration the length of the extension guarantee by the manufacturer and their own inspection results. Items fit for continue use should be extended using a DD 1232 Quality Assurance Representative Correspondence form or other approved inspection document. The shelf-life of a product will not be extended,

regardless of the Manufacturer Letter of Extension, if the Military Inspections Services inspection's results indicates unwholesomeness or product is not fit for continue use.

- iii. The COR coordinates with customers (Theater Food Service Advisors) regarding over-aged product, provides list of items inspected and found fit for continue use by the Military Inspections Services, and request customer agreement to receive the product.
- iv. If shelf life extension is approved (after all the above steps are met), the Contracting Officer replies to the Prime Vendor with accept/reject of the submitted request for extension package for each item in question. The COR coordinates shelf life extension approvals to ensure items extended are issued immediately to customers agreeing to receive the products to preclude further product degradation. A copy of the shelf life extension approval (DD1232 and/or other Military Inspection Services paperwork) must accompany each shipment containing the extended product. Shelf-life shall only be extended once for any specific product. All requests for shelf life extensions for a product that was previously (shelf life) extended will be rejected by the Contracting Officer.

2. Commercial standards should be used to maintain temperatures appropriate for individual items. Products required to be chilled must be maintained and delivered chilled and products required to be frozen must be maintained and delivered frozen (no product shall be slow-frozen in any case).

Level of Product Quality:

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

7. DATE OF PACK/SHELF LIFE/FRESHNESS REQUIREMENTS

A. MISCELLANEOUS FROZEN/CHILL/DRY ITEMS

All Customers (specific exceptions are identified below): Acceptance of supplies will be limited to product processed and packed from the latest pack available or the latest seasonal pack during the contract period. All products delivered shall be as fresh as possible, and within the manufacturer's original shelf life period (i.e. "Best if Used By Date", "Expiration Date", or other markings). For annual pack items, products will be from the latest pack available. Chilled products shall not be frozen in an attempt to extend the products' shelf life **unless required/identified as "frozen" in the DLA Troop Support item description (due to customer need and shipment to OCONUS shipment/locations) should be purchased frozen from the manufacturer and/or shall be blast-frozen by the PV following the manufacturer's "Freeze-by-Date" guidelines to preclude degradation and to extend shelf-life.**

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.

2. 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.
3. 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

1. DLA Troop Support shall not be responsible for the reimbursement of any out-of-code or *expired* shelf-life product (hereinafter "dead stock") or the destruction and/or disposal costs associated with the dead stock. Consequently, it shall be the responsibility of the PV to accurately forecast and efficiently maintain inventory levels.
2. It is DLA Troop Support's policy not to grant shelf life extensions. However, on a limited case by case basis, the Contracting Officer reserves the right to request VETCOM inspection for expiring/expired product giving consideration to the reason requested. Upon VETCOM approval and customer acceptance of extended product, a price reduction may be requested. If all parties (both the Government and the Contractor(s)) have satisfactorily followed all considerations outlined above and product has been determined wholesome, therefore meeting the terms of the contract, the customers will accept the product.
3. If a shelf life extension is requested by the vendor, the product sampled during the military veterinarian inspection will be the cost of the vendor and the customer will not be billed for the sample. As a quality assurance measure, the vendor must ensure that the product for which a shelf life extension is being requested is physically separated from good product in storage.
4. The following procedures will be followed when requesting shelf life extensions:
 - a. The PV will submit the request in writing to the Contracting Officer. The request will outline the reasons the product expired.
 - b. Attached to the request will be a list of the products to be inspected, the respective quantities, lot numbers if more than one lot of the same product is to be inspected and the expiration dates of each item.
 - c. The PV will submit manufacturer's letters for each product being inspected. The manufacturers must agree that extending the product will not affect the quality or usability of the product.
 - d. The Contracting Officer will forward the request, manufacturer's letters and list of items to the appropriate Veterinary Command for the inspection to be scheduled.
5. The Veterinary Inspectors decision as to the disposition of the product is a final decision.

8. WAREHOUSING AND SANITATION PROGRAM/STORED PRODUCT PEST MANAGEMENT

The PV 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, other Federal Regulations applicable to facility, 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.

9. SANITARILY APPROVED ESTABLISHMENT REQUIREMENTS

- A. 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, other Federal Regulations applicable to facility, 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.

- B. The following procedures will be followed when requesting inspection to become an approved source:
1. Through the PV, the facility/manufacturer requesting inspection will submit in writing on company letterhead a request for sanitary inspection. A security inspection will be performed if necessary.
 2. The PV will submit this request to the Contracting Officer. The PV will include a statement of need for this inspection.
 3. The Contracting Officer will determine if the request is warranted. If the inspection is necessary; the Contracting Officer will complete an inspection endorsement. All documentation will be forwarded to the appropriate personnel for action.
 4. The PV will be notified by the Contracting Officer or Contract Specialist once the facility/manufacturer becomes an approved source.

10. ARMY VETERINARY INSPECTORS AND INSPECTIONS

All inspections by US Army Veterinary Service 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 PV operating within this geographic area as may be established from time to time by any Department of Defense entity (e.g., CENTCOM). Any and all inspection determinations made by the US Army Veterinary Service shall be final.

11. CONTRACTOR PRODUCT DESCRIPTIONS

- A. TWI provided a set of product technical descriptions (specifications), for each item of the Schedule of Items.
- B. The technical description contained sufficient detail to determine the product's salient characteristics for comparison to the items in the Schedule of Items.
- C. The Subsistence PV Office/ Technical Evaluation Panel determined the item meets the minimum quality standard described.

12. 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 will be scheduled 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 DLA Troop Support 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 is incorporated by reference into the contract. The PV will be responsible for complying. Procedures and processes may be used as standards for a QSMV. 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, will 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.

B. PRIME VENDOR PRODUCT QUALITY AUDITS:

1. Basic Audits

- a. The DLA Troop Support PV Product Quality 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 PV Quality 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 or QSMVs 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. The PV is required to provide the following support to the DLA Troop Support Audit Team: personnel/equipment/camera to select separate/move/discard audit samples, monitor thawing of some products while at the PV facility and during the audit, and to take digital pictures during the 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. NOTE: The Government reserves the right to conduct an Unannounced QSMV in lieu of an initial audit or other audits during the base period and/or any option period if deemed in the best interest of the Government.

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 PV Quality 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.
- 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 Lead Auditor 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 deviations from packing, packaging, labeling and marking requirements that would not necessitate a regulatory market suspension or affect DLA Troop Support 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).

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).

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 - FTSB' 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 (DLA Troop Support - FTW), 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 (DLA Troop Support - FTW) 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. To ensure accurate weight of audited items, it is highly recommended that scales used during the audit are calibrated within the 60-day notification period and an applicable set of test weights are available to verify scale accuracy. A scale capable of weighing portion control items and roasts and a scale capable of weighing full cases are required. Clean up of the cutting area/room and continuous cleanup of equipment will be the PV's responsibility. The PV must contact 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/supplies 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
- (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/Test Weights: One digital portion scale able to record product weights in both ounces and grams and capable of measuring down to the nearest hundredth is preferable and a set of test weights with a recommended weight range of 1.0 ounce to 1 pound; and, one scale able to record product weights for full cases with an approximate weight range of 0-100 lb and capable of measuring down to the nearest tenth is preferable and a 25 lbs test weight.
- (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; large heavy-duty plastic trash bags; one-gallon zip-lock storage bags (for microwave cooking); one box of large latex gloves; paper flip chart/easel with markers (RED, BLUE, ORANGE, GREEN, BLACK); cellophane tape; binder clips; and a stapler
- (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 FTSB's 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. 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. Additionally, the PV will need to provide a camera and a person to take digital pictures during the audit. Copies of the pictures are required to be e-mailed to the DLA Troop Support Lead Auditor at the end of the audit.

NOTE: Certification/Documentation - To avoid delays/questions during the audit, the PV should ensure that ALL products intended for DLA Troop Support customers are derived from Approved Sources and meet the Berry Amendment requirements (unless otherwise is excluded in the contract/FAR/DFAR or authorized by the Contracting Officer). The PV should obtain and have the following certifications/documentation available during the sample selection (preferable) and/or during the audit should the Lead Auditor need to review documentation to verify compliance with the following: All Seafood items are required to originate from an approved domestic source; processed fruits and vegetables are required to be from the latest seasonal pack (crop year) available, so be prepared to provide seasonal pack/crop year information for samples selected; and any item on the list that is required to be certified must be available for review.

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. Additionally, the Prime Vendor may be liable for Government costs (USDA-AMS/USDC inspection costs, travel, per diem, administration, etc.) incurred as a result of performing a follow-up audit. During a follow-up audit only those commodities that failed the initial audit (scored <85%) will be audited. Also, a commodity that had an unreasonable number of items not-in-stock (more than 50% of items listed in the PV's catalog were NIS) during the initial audit, may also be audited during a follow-up. If the follow-up is a one-day audit (one or two commodities) these samples may require removal from refrigeration and/or frequent monitoring by PV's personnel the previous day/evening to ensure thawing within a 24-hour period. Additionally, the DLA Troop Support FTSB's Lead Auditor may stop at the facility to review the thawing progress the evening before the audit.

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 and/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.

13. HAZARD ANALYSIS CRITICAL POINT (HACCP) PROGRAM

A. Definition

HACCP is a system of preventative controls and scientific testing designed to improve the safety of products from "farm to table". Food and Drug Administration (FDA) and Food Safety and Service (FSIS) HACCP regulations require industry to verify the effectiveness of its operations by continuous monitoring of the controls established, end item product testing, and careful record keeping of the complete HACCP system. The regulatory agency responsible for designing and enforcing its agency's food safety programs will review each plant's records and conduct other in-plant inspection activities to verify that proper food safety procedures are being followed in accordance with the establishment's HACCP plan. The HACCP-based system requires a commitment by establishments to consistently control operations in the interest of public health.

B. USDA - FSIS HACCP Regulation/Requirements

1. Sanitation Standard Operating Procedure (SSOP): All plants
2. HACCP Plans:
 - a. Large establishments (500 or more employees)
 - b. Small establishments (more than 10 employees but less than 500)
 - c. Very small establishments (less than 10 employees or annual sales of less than \$2.5 Million.

C. FDA HACCP Regulation

The regulation requires all seafood companies in the U.S. and importers of seafood products into the U.S. to be currently operating under a HACCP-based program.

14. BRAND NAME ITEMS

- A. Based on the ordering habits of the customers listed in the solicitation, the current STORES catalog includes numerous Brand Name items. These are items that the customers have expressed a preference for and have been added to the catalog at the customer's request.
- B. In an effort to enhance the commercial aspects of the Prime vendor Program, some items contained in this Schedule of Items are Brand Name items.

PACKAGING, PACKING, MARKING, AND PALLETIZATION

1. PACKAGING/PACKING

A. ALL CUSTOMERS INCLUDING NAVY SHIPS

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.

2. MARKING/LABELING

- A. To ensure that the carrier and the receiving activity properly handle and store items, standard commercial precautionary markings such as "KEEP FROZEN" for frozen items, "KEEP REFRIGERATED" for chilled items, etc. shall be used on all cases when appropriate.
- B. To the maximum extent possible, nutritional and ingredient labels shall be placed on the individual package.
- C. 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.
- D. 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.

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.**

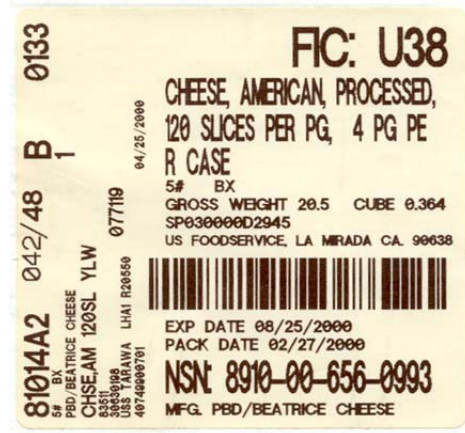
The Navy has incorporated a new initiative that adds a bar code of the National Stock Number (NSN) to the label. The bar code is used to receipt product at time of delivery. In addition to the information listed above, the PV must provide a bar code on the case label by using the following:

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")



- E. All labels must include the name, address and plant number of the manufacturing establishment.
- F. 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.
- G. 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 3/4 inch or larger for interrupted stenciled letters, and 1/2 inch or larger for solid letters.
 - 4. The phrase **"FOR U.S. MILITARY FORCES IN EUROPE- 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

3. 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. 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.

C. Requirements for pallets entering European Countries:

All pallets entering European Countries must comply with the following requirements. Wooden pallets and wood containers produced entirely or in part of non-manufactured softwood (coniferous) species shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) material and certified accordingly by an accredited agency recognized by the American Lumber Standards Committee (ALSC) in accordance with Non-manufactured Wood Packing Policy and Non-manufactured Wood Enforcement Regulations. All wooden pallets, and containers, produced **entirely** of non-manufactured hardwood species only need be identified by a permanent mark of "NC" (non-coniferous), 1.25 inches or greater in height, accompanied by the CAGE code of the contracted manufacturer and the month and year of the contract or month and year material is marked. On pallets, the marking shall be applied to the stringer or block on opposite sides and ends of the pallet and be contrasting and clearly visible. On containers, the marking shall be applied on a side other than the top or bottom, contrasting and clearly visible.

Pallet suppliers, who are in need of a Commercial and Government Entity (CAGE) code, in order to meet the above cited marking requirement, must submit the following information to the appropriate DLA Troop Support FTAD Contract Administrator through the PV:

- (1) Complete Company (Pallet Manufacturer's) Name
- (2) Pallet manufacturer's Full Address
- (3) Pallet manufacturer's Point of Contact (POC)
- (4) Pallet manufacturer's phone number

DLA Troop Support FTAD will advise the PV of the Pallet Manufacturer's assigned code.

NOTE: The use of slip sheets is recommended in lieu of Heat Treated pallets.

4. TRACEABILITY REQUIREMENTS FOR PRIME VENDORS OR PRIME VENDOR'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 PV Quality audit. The PV shall maintain or request from their suppliers documentation/certificates containing the following information: Item nomenclature, name and number of establishment/vessel, 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/vessel, 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 - FTSB's 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 PV Quality 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.

INSPECTION AND ACCEPTANCE

1. 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 final destinations. However, all food deliveries are subject to military veterinary inspection and all delivery vehicles are subject to sanitary inspection at destination. The inspection is normally limited to identity, 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 PV'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 shall not be signed prior to the inspection of each product. All overages/shortages/returns are to be noted on the delivery ticket by the receiving official and truck driver. A signature on the delivery ticket denotes acceptance of the product.

The contractor shall forward three (3) copies of the delivery ticket with the shipment. The receiving official will use the delivery ticket as the receipt document. Two (2) copies of the signed and annotated delivery ticket 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 PVs CONUS distribution point by a PV paid USDA official. Inspection will normally be limited to identity, count and condition. In these instances, the Government will accept product at the PVs CONUS facility (FOB Origin) and a fifty percent reduced distribution price shall be applied.

The USDA official will sign the PV prepared invoice/delivery ticket denoting acceptance of the product by the government. Invoices will be express mailed by the PV to both DLA TROOP SUPPORT and the end customer. It is the PV's responsibility to ensure that invoice/delivery ticket is clearly annotated with legible signatures.

2. WARRANTIES

The supplies furnished under the resultant contract(s) shall be covered by the most favorable commercial warranties that the vendor 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"* contained in the solicitation.

3. REJECTION PROCEDURES

A. If product is determined to be defective, damaged, and/or compromised in any other manner, it may be rejected by the receiving official.

B. When product is found to be non-conforming or damaged, or otherwise suspect, the Veterinary Inspector shall notify the responsible Food Service Officer.

The Food Service Officer shall inspect and determine the course of action to be taken with the product in question. If present, the PV representative may be consulted. The final decision is to be made by the Food Service Officer and/or his/her representative.

C. 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 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, same day re-delivery of items that were previously rejected shall be made, so that the customer's food service requirements do not go unfulfilled for that day. The re-delivered items will be delivered under a separate invoice utilizing the same call number, CLIN number, and purchase order number for the discrepant line. These re-deliveries will not constitute an emergency requirement and therefore will have no additional charges including distribution price.

- D. In the event that a product is rejected after initial delivery is made, the PV will pick up the rejected product. Credit due to the ordering activity as a result of the rejected product being returned, will be handled through the receipt adjustment process in STORES. If the vendor has already been paid for the product, a credit memo will be issued through DLA Troop Support's financial system.

If a customer requires a one-to-one replacement, no additional paperwork is necessary. The vendor's delivery ticket/invoice will show that product is a replacement for the rejected item.

- E. It is a requirement of this solicitation that product shall be inspected upon receipt as promptly as practicable. However, failure to promptly inspect or accept supplies shall not relieve the PV from responsibility, nor impose liability on any of the customers, for nonconforming supplies.
- F. Supplies transported in vehicles which are not sanitary, or which are not equipped to maintain prescribed temperatures, may be rejected without further inspection.

DELIVERIES AND PERFORMANCE

1. TERMS OF INDEFINITE QUANTITY CONTRACT

- A. The duration of the contract(s) is for a 30-month base term and two (2) available 18 month option periods for ordering and delivery. The ordering will be phased in during the implementation period. The PV shall not be required to make any deliveries under this contract after the date exactly 66 months (5.5 years) after date of award.
- B. The PV's startup period is defined as the timeframe which begins immediately after award and ends when the first order is placed. The PV shall submit a proposed implementation schedule to the Contracting Officer within ten (10) 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. The total days allotted for the preparation and submission of the implementation plan, and the implementation (i.e. fully functional distribution accounts in place for all customers) shall not exceed 120 days.
- C. Price changes to the PV's STORES catalog(s) will be made in accordance with DLAD 52.216-9065 ECONOMIC PRICE ADJUSTMENT – ACTUAL MATERIAL COSTS FOR SUBSISTENCE PRODUCT PRICE BUSINESS MODEL (MAY 2011), as specified in this solicitation.

2. CONTRACTOR ACCOUNTABILITY

In keeping with the United States commitment to insure that products imported into foreign countries for use by the United States Armed Forces are not converted to other use, the PV is responsible to develop and implement a system to insure accountability of those products. Furthermore, the PV is required to segregate product purchased for military customers from commercial product during OCONUS warehousing and shipping in a manner that precludes the products from being mixed together and erroneously shipped to DLA Troop Support's customers.

3. ITEM AVAILABILITY

- A. Items must be stocked in sufficient quantities to fill all ordering activity requirements as forecasted by the customers. The vendor will be required to maintain a minimum of 75 days of supply at all times in each OCONUS warehouse(s). For AF NAF Customers, the vendor will be required to maintain a minimum of 60 days of supply at all times in each OCONUS warehouse that supports those facilities. It is critical that items ordered be routinely delivered on a "skip day" basis, at a minimum. The PV shall make every effort to accommodate all customers including those with unforecasted demand; however, item availability for forecasted requirements shall not suffer as a result of unforecasted requirements. If the PV chooses to supply unforecasted requirements and it affects forecasted requirements' excess cost for replenishment, will be at the vendor's expense, therefore no fill rate exception will be granted.
- B. In the event that emergency orders or emergency stock replenishment(s) are needed as a result of transportation delays, force majeure, and other unanticipated circumstances, the PV will be responsible for purchasing that stock from various sources, i.e., local purchase, DeCA and AAFES where applicable, and other geographically viable PV(s). DLA Troop Support will not facilitate these transactions and they will be handled as vendor-to-vendor transactions.
- C. 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. Lead times from CONUS to OCONUS must be considered.

Offerors shall provide their intended supply pipeline in detail to be utilized both in the continental United States and overseas. In calculating necessary levels, vendors should contact SDDC for over ocean shipping times (OST) for each Zone. Offerors shall annotate and fully describe the information listed below for each Zone it is offering on. Note, this format should be utilized for all submissions. TWI's pipeline from processing a replenishment order to having the products available to the customers is __ days.

4. DELIVERY REQUIREMENTS

A. General:

1. 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.
2. TWI shall also ensure that the personnel loading and delivering the product provide prompt and efficient service to the customer. Drivers should carry picture ID and comply with any internal ID/security requirements 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.
3. TWI shall ensure that equipment, i.e., ramps, pallet jacks, etc. required to make customer deliveries is available at time of delivery. Any delivery made to an end-use customer that cannot be made in an efficient manner because of lack of equipment, may be rejected and returned to the PV warehouse at no additional cost. It is the PVs responsibility to know which customers require such equipment.

B. Land-Based Customers:

1. The PV shall stock items in sufficient quantities to fill all ordering activity requirements. Normal routine deliveries shall be made within 48 hours after order placement. Order placement must be made before 12 noon to be considered ordered for the day. For example, orders placed before noon on March 1st would have a required delivery date of March 3rd. Orders placed after noon on March 1st would have a required delivery date of March 4th. Exceptions may apply for remote areas.
2. The PV 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 PV should offer the customer a substitute at the time of the non-availability notification, or advise them of the status of the not in stock (NIS) item(s). The customer will make the final decision on the acceptability of any substitution.

C. Navy Ship Customers (excludes T-AFS):

1. The PV shall stock items in sufficient quantities to fill all forecasted requirements. Routine delivery shall be as soon as possible in accordance with the customers required delivery date (RDD), taking into consideration the customers' location, order processing time, transit time and weather conditions. Depending on the location, delivery can be made anywhere from 3-12 days once the order has been finalized. Note: In preparing the RDD, the customer should take into account the PV's transit time to the desired final destination.
2. The PV 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 PV should offer the customer a substitute at the time of the non-availability notification, or advise them of the status of the not in stock (NIS) item(s). The customer will make the final decision on the acceptability for any substitution(s).
3. Delivery port location(s), date(s) and time(s) to be specified by CTF-63 (Commander Task Force - 63) in sufficient enough time to meet the end users RDD.

D. Navy Tactical Auxiliary Fleet Supply Ship (T-AFS) Only:

1. T-AFS(s) serve as floating warehouses for supporting other ships at sea. Since April 2003, there has been very limited T-AFS support in the Mediterranean and future support levels are unknown at this time. Port changes will only be made due to operational necessity, and CTF-63 (Commander Task Force - 63) will give the PV as much notice as possible. Port facilities will be contracted for by the T-AFS.
2. The average volume of supply to a load-out ship in terms of pallets is 300 to 500. Therefore order placement for Navy Load-Outs will be submitted at least 36 days prior to the required delivery date. While this may allow sufficient time for product to be shipped from the CONUS Warehouse, the majority of these items are expected to be stored and readily available at all times. Unforeseen operational requirements and emergencies may dictate the need for orders to be placed with shorter lead-times.
3. The PV will review all requisitions and confirm receipt of an order within 24 hours to CTF-63/T-AFS. Status will be provided to the T-AFS/CTF-63 within 96 hours after receipt of the initial order. Substitutes will be offered to the T-AFS/CTF-63. A preliminary fill list will be provided to CTF-63 and the T-AFS at least 14 days prior to loadout, and a final fill list at least 5 days prior to loadout. PV will coordinate truck shipments closely with CTF-63 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 accordance with the plan. PV will provide on-site assistance at each loadout to resolve problems should they occur. PV 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.
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 PV no later than 14 days prior to required delivery date. For order changes that cannot be accommodated by the PV the CTF-63 will provide alternate

delivery instructions. Whether changes identified after that date can be accommodated will be handled on a case-by-case basis. The T-AFS will provide a detailed load plan to the PV at least 10 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. The T-AFS/CTF-63 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 per truck. Customers will absorb demurrage costs associated with offloading delays except when such delays are PV/contractor caused. Under extraordinary circumstance the Contracting Officer may honor requests for additional costs in excess of \$400.00 when the Contractor can provide documentation that the additional costs were unanticipated, unavoidable and may/may not have been caused by the Customer. The T-AFS will coordinate all truck movement and offloading within the port area. The Navy will provide at least three months lead time to add or delete items from the cargo list.

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

Loading and stowage of products onto U.S. Navy ships will be undertaken by FOSSAC through its contracts with private parties. The PV's responsibility and liability ends upon delivery to the ship where the Government accepts the products delivered. The duties and responsibilities of the PV are unaffected by the FOSSAC role. The PV did not include any cost or charge related to this requirement. The coordination and scheduling of deliveries by the PV to the ships, as described in this solicitation, remains unchanged.

F. REMOTE LOCATIONS ORDER LEAD-TIMES

For the following remote, the PV proposed the lead-time required. Saturday deliveries may occasionally be necessary, and will be agreed upon by the PV and the individual customer(s).

REMOTE LOCATION	NUMBER OF DAYS LEADTIME REQUIRED
Poland	
Hungary	
United Kingdom	
Ireland	
Norway	
Sweden	
Finland	

5. POINT OF DELIVERY

- A. Offerors are instructed to contact SDDC personnel to assist in determining the average number of days it will take to get to their OCONUS facility(s); the average number of days required for booking; whether there is an established route to their OCONUS facility(s), etc. Offerors should contact Customer Service, DDC New Cumberland, at (800) 456-5507.
- B. It is a requirement of this solicitation that each delivery point receive its entire order, within a scheduled delivery period. The PV shall remove all excess pallets used for delivery of products from the delivery points. Dependent upon the specific customers, deliveries shall average 1-3 times per week to each customer, unless the customer and the PV agree upon a delivery schedule.
- C. Installation delivery routes and stop-off sequences (if applicable) will be coordinated and verified with the installations on a post award basis by the awardee(s). All ship delivery routes and stop-off sequence will be coordinated with and verified with the CTF-63 on a post-award basis by the awardee(s). The PV must provide a signed copy of the delivery invoice on the 3rd normal business day after delivery is made.
- D. Upon completing the delivery(ies), and before the carrier leaves, the installation copies of the invoice/delivery ticket may be required to be delivered to a central "Accounting/Troop Issue" activity of the installation.

- E. PVs 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 PV Customer Service Representative(s) 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. In the case of Navy Ship load-outs, PV communication with DLA Troop Support Europe & Africa and the CTF-63 is essential.
- F. All deliveries are subject to Military Veterinary Medical inspection at the assigned delivery destination point.
- G. Consists/manifests are required for all deliveries.
- H. Specific delivery point information is provided in Attachment 7; Zone I – Northern Zone Customers and Zone III Central Asia Zone Customers. Post award point(s) of contact will be the Dining Facility Manager, Food Service Officer, Troop Issue Subsistence Officer or for Navy Ships, the CTF-63 Office or the Replenishment Officer.

6. **FILL RATE**

- A. The required contract order fill-rate is _____. Fill rates will be measured in two categories: non-catch weight items and catch weight items. During contract performance, higher fill rates may result in a higher Past Performance and Experience rating for 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.
- B. 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.

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

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

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

D. Definitions:

- a. Non catch-weight item: An item which has a specific weight per case, e.g. 8920-01-E09-7315, Cake Mix, Yellow, 6/5 LB BX.
 - b. 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.
 - c. Cases accepted: For non-catch weight items, the product quantity that the customer has received and receipted, not including damaged cases, and mis-picks.
 - d. Cases ordered: For non-catch-weight items, the product quantity requested by a customer.
 - e. Pounds accepted: For catch weight items, the product quantity that the customer has received and receipted, not including damaged cases, and mis-picks.
 - f. Pounds ordered: For catch weight items, the product quantity requested by a customer. However in the event that a catch weight item is overfilled, and the customer accepts the extra quantity, the 'pounds ordered' will be adjusted to match the 'pounds accepted'. This is to preclude a fill rate greater than 100%.
- E. 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 estimated weight average of cases that will be delivered) is input in 832 catalog field CTP04, Catch Weight Multiple.
 - F. See paragraph C above for the calculation of fill-rate for catch weight items.

- G. 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.
- H. Non-conforming cases, e.g. incorrect items (mis-picks) and damaged cases will not be accepted and receipted.
- I. 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 and catch-weight items.
- J. The Contractor shall promptly inform the Contract Specialist and 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 Contracting Officer agrees with the justification, the exception will post to 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.
- K. The contractor shall submit its fill-rate report (to include overall non-catch weight item fill rate based on cases and 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.

VENDOR SHORT SHIPMENT EXCEPTION CODES:

- D01 STORES receipt data did not process - DLA Troop Support exception
- D02 STORES catalog problem, prf incorrect (STORES master production catalog error) - DLA Troop Support exception
- D03 STORES catalog problem, catch weight item pkg data incorrect (master production catalog error) - DLA Troop Support exception
- D04 Approved NIS waiver (CONUS/OCONUS NIS approved by the contracting officer - to provide supporting documentation for decision) - DLA Troop Support exception
- V01 Monthly item demand exceeds average demand by >300% - vendor exception
- V02 Newly cataloged item (insufficient time for vendor to capture demand history) - Vendor exception
- V03 Low shelf life. Frequent restocking required (cooler item i.e., yogurt) - Vendor exception
- V04 Pre-deliver / customer cancelled order without using STORES - Vendor exception
- V05 Customer based order quantity on the incorrect unit of issue - Vendor exception
- V06 Customer did not provide sufficient ordering lead time i.e., special order item - Vendor exception
- V07 Item being phased out (catalog timing issue) - Vendor exception
- V08 Catch weight adjustment (customer orders 100 lbs. Actual weight of product is 98 lbs.) - Vendor exception
- V09 Product recalled - Vendor exception
- V10 Other (vendor to provide specific explanation for "other" exception) - Vendor exception

This is an example of the pre-formatted DLA Troop Support Vendor Fill Rate Exception Spreadsheet:

DLA Troop Support Vendor Fill Rate Exception Spreadsheet									
Contract #	DODAAC	PO Number	Stock #	Exception Code	Actual Order Cases	Actual Rcpt Cases	Actual Order Wgt (Catch)	Actual Rcpt Wgt (Catch)	Other Reason Verbose Description
Notes:									
1) If you are indicating that the PO line should be completely excluded from the fill rate calculation, enter the number "0" for columns F thru I.									
2) Columns H and I are required for catch weight items only.									
3) Exception codes must be from the current list of DSCP authorized vendor short shipment exception codes.									
4) Column J should only be filled in if exception code V00 has been entered in column E.									
5) Use the header provided without altering.									
6) Do not add additional columns.									
7) Do not delete existing columns.									
8) Do not provide additional column totaling.									

DLA Troop Support Vendor Fill Rate PO Summmy Spreadsheet										
Contract #	DODAAC	PO Number	Total Actual Order Cases	Total Actual Rcpt Cases	Total Actual Order Wgt (Catch)	Total Actual Rcpt Wgt (Catch)	Total # of Line Items	Overall Fill %	Overall Non Catch Weight Fill %	Overall Catch-Weight Fill %
Notes:										
1) Columns F and G are required for catch weight items only.										
2) Use the header provided without altering.										
3) Do not add additional columns.										
4) Do not delete existing columns.										
5) Do not provide additional column totaling.										

****This is an example of the pre-formatted DLA Troop Support Vendor Fill Rate PO Summary Spreadsheet:

7. HOLIDAYS

- A. All orders are to be delivered on the specified delivery date, expect for Federal holidays, as outlined below. When a scheduled delivery day falls on one of these days, or one designated by your firm, delivery should occur on the next business day, unless otherwise agreed to by the customer.

New Year’s Day	Labor Day
Martin Luther King’s Birthday	Columbus Day
President’s Day	Veteran’s Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Note: Saturday holidays are celebrated the preceding Friday; Sunday holidays are celebrated on the following Monday.

- B. If TWI observes a holiday that is not listed above please list them on the blank lines provided below. The list must include days that are observed for holidays that fall on weekends. For example, if the actual holiday falls on Saturday, indicate if the holiday is observed on the Friday before or the Monday after the holiday.

List any additional holidays that you observe:

Apr 10	Friday	Good Friday (Karfreitag)
Apr 13	Monday	Easter Monday (Ostermontag)
May 01	Friday	Labor Day (Maifeiertag)
May 21	Thursday	Ascension Day (Christi Himmelfahrt)
Jun 01	Monday	Whit Monday (Pfingstmontag)
Oct 03	Saturday	Day of German Unity (Tag der Deutschen Einheit)
Dec 26	Saturday	2 nd Christmas Day (2.Weihnachtstag)

- C. Upon request, the Contracting Officer Representative will assist in identifying country specific holidays.

8. AUTHORIZED RETURNS

- A. The PV 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 standards
 7. Products delivered in unsanitary delivery vehicles
 8. Products delivered that fail to meet the minimum/maximum specified temperatures
 9. Quantity excess as a result of order input error and/or Purchase Ratio Factor errors
 10. Unauthorized substitutes
- B. Any other condition not specified above that is determined a valid reason for return by the customer.

9. SHORT SHIPMENTS/SHIPPING ERRORS

- A. Short shipments will be noted by the receiving official on the delivery ticket/invoice(s) accompanying the shipment. The PV's representative (in this case, the truck driver), will acknowledge and counter-sign the delivery ticket/invoice.
- B. Any product delivered in error by the PV (and not accepted by the customer) must be picked up on the next delivery day after notification by the ordering facility.
- C. PV is responsible for removal of empty pallets and all packaging materials on the next delivery date to ordering facilities.

10. DELIVERY TEMPERATURES, SHIPPING AND STORAGE REQUIREMENTS

The PV 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.

11. DELIVERY VEHICLES

The supplies delivered under this contract(s) shall be transported in clean, closed vehicles. The vehicles shall be maintained in a sanitary condition to prevent contamination of the supplies. The vehicles shall be subject to inspection by the Government at all reasonable times and all places, including the plant of the PV. Supplies tendered for acceptance in vehicles, which are not sanitary, may be rejected without further inspection.

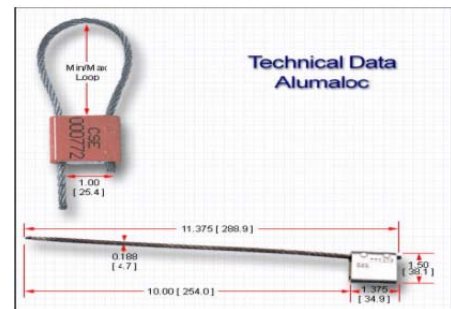
In accordance with SDDC Operations Center, Global Distribution



International SDDC Shipper Advisory: High Security Container Seals for cargo moving to CENTCOM AOR 17 NOV 04, all delivery vehicles are required to bolt seals. All DoD or DoD sponsored shippers moving equipment, parts or supplies in closed ocean containers to the CENTCOM AOR within the Defense Transportation System (DTS) must ensure that containers are sealed upon loading of the container and that the high security seal numbers are recorded on all applicable documentation. Containers that arrive without high security seals at destination represent a risk to in theater personnel. As a result, it is critical for containers to be sealed. The contents of sustainment containers arriving without seals will be deemed unusable and be returned to the original shipper.

ISO/PAS 17712 requires that container freight seals meet or exceed certain standards for strength and durability so as to prevent accidental breakage, early deterioration (due to weather conditions, chemical action, etc.) or undetectable tampering under normal usage. ISO/PAS 17712 also requires that each seal be clearly and legibly marked with a unique identification number. Primary seals must be applied to the locking handle(s) after the container is closed following loading. Copies of ISO/PAS 17712 may be purchased from the International Organization for Standardization, 1, Rue de Varembe, CH-1211 Geneva 20, Switzerland or the American National Standards Institute, 25 West 43rd Street, New York, NY 10036. Examples and additional information regarding this type of seal, can be found at <http://www.tydenbrammall.com> or <http://www.oneseal.com>.

Effective 15 Dec 04, a secondary steel cable seal with a unique alpha-numeric marking/bar code must be applied to the locking bars on all sustainment containers and any containers loaded with unit equipment moving to or from Afghanistan after the container is sealed with the primary seals. The cable must be wrapped a minimum of two times around the two center-locking bars until tight and then sealed. The vendor will ensure that adequate cable length seals are procured.



12. EMERGENCY ORDERS

A. The PV must be able to receive and process purchase orders on any day of the week to include all Federal and Local Holidays. Delivery days and times are not restricted and may be every day of the week. The PV 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. All emergency orders for supplies must be same day service. Expedious fulfillment of the emergency requirements is imperative. Any "emergency" order(s) over and above the minimum may be charged to the ordering facility at a to-be-determined rate, as negotiated with DLA Troop Support. Not-In-Stock replacement fills by the PV with alternate items to the customer on day of delivery will not be considered an emergency order.

B. The PV is responsible for providing the ordering facilities with the name of the representative responsible for notification of receipt and handling of such emergency service and his/her phone number and/or pager number. TWI will not charge the customers for emergency orders.

CONTRACT ADMINISTRATION DATA

1. 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.

2. INVOICING

- A. Each delivery will be accompanied by the PV's invoice/ delivery ticket. Each invoice/delivery ticket must state, "The DLA Troop Support surcharge is not included in the cost of goods" and (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 clearly annotated on the face of the invoice/delivery ticket; attachments are not acceptable.
- B. All invoicing for payment is to be filed electronically using EDI transaction set 810, no paper invoices shall be submitted to DFAS for payment. All electronic invoices submitted by PV must be "clean", including but not limited to, all debits and/or credits are reflected on the invoice prior to submission.
- C. 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 and processing will be delayed by the STORES Reconciliation Tool. The vendor will be responsible for correction and re-submission.
- D. 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.
- E. The same electronic invoice cannot be submitted with different dollar amounts or invoice numbers, including the use of suffixes, etc.
- F. Vendors will be required to submit test 810 transactions sets 30 days prior to the first order.
- G. Invoices may not be submitted as "LIVE DATA" until a test transaction set has been cleared.
- H. For catch weight items, standard rounding methods must be observed, i.e. less than 5: rounded down; 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. For manual invoices, the following address must appear in the "Bill To" or "Payment Will Be Made By" block of the PV's invoice:
 - Defense Finance & Accounting Svc (DFAS)
 - BSM (SL4701)
 - P.O. Box 369031
 - Columbus, OH 43236-9031
- K. Each invoice shall contain sufficient data for billing purposes. This includes, but is not limited to:
 - 1. Contract Number, Call 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 PV to adjust as necessary and communicate with the customer or DLA Troop Support as needed, in order to resolve any/all discrepancies.

3. 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).
- 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.
- 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 "unreconciled" 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 unreconciled 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.

4. ADMINISTRATION

- A. The DLA Troop Support PV Supplier Operations Office will perform administration of the contract.
- B. A designated representative at the ordering activity will perform administration of the individual delivery order. This includes approving product substitutions and delivery changes.
- C. The DLA Troop Support Contracting Officer must approve any changes to the contract.

SPECIAL CONTRACT REQUIREMENTS

1. NOTICE TO CONTRACTOR

TWI hereby advised that although there is a guaranteed minimum of 15% 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 PV. 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 PV.

2. 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.

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. These reports shall be prepared in accordance with the Fill Rate Section of this contract.

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 in the Fill Rate section.

- 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 Number stock number, item description, unit of issue, quantity ordered, distribution fee 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.
 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 Small Businesses (SDVOSB), Labor Surplus Areas, Historically Black Colleges or Universities and Minority Institutions.
 3. The Small Business Goals associated with the base period and each option period, if invoked, are as follows:
- | | <u>Base Period</u> | <u>Option Period 1</u> | <u>Option Period 2</u> |
|----------------|--------------------|------------------------|------------------------|
| Small Business | | | |
| SDB | | | |
| WOSB | | | |
| VOSB | | | |
| SDVOSB | | | |
| HZSB | | | |
| AbilityOne | | | |
- 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 given to any other customer, 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 given to any other customer, 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.
 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.
- 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.

3. THEATRE SUPPORT

- A. The PV shall ensure that all 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, force protection and safety. The Contracting Officer will resolve disputes. Notwithstanding the above, the Contracting Officer is the only authorized official who may increase, decrease or alter the scope of work to be performed, any orders or instructions interpreted by the PV as impacting the scope or cost of the contract shall immediately be brought to the attention of the Contracting Officer for resolution.
- B. The PV 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.

- C. The PV shall promptly resolve, to the satisfaction of the Contracting Officer, all employee performance and conduct problems identified by the Contracting Officer or his/her designated representative.
- D. The Contracting Officer may direct the PV, at the vendor's expense, to remove or replace any employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative. The PV will replace such employee within 72 hours or as directed by the Contracting Officer.
- E. *Accounting for Personnel:*
1. As directed by the Contracting Officer or his/her representative, the PV shall report its employees in the area of operations by name and by location whenever any employee begins or ceases performing on the contract.
 2. As directed by the Contracting Officer or his/her representative, the PV shall immediately report its employees entering and leaving the area of operations.
 3. All persons hired by the Contractor for performance under this contract requiring entry to a US Government Installation shall be processed through the Contracting Officer, or his representative, and approved for entry as required by: (1) for Contractors requiring entry onto a US Army installation, AR 604-5, AR 606-15 and (2) for Contractors requiring entry onto a US Air Force Installation, APR 125-37, AFR 205-32, and 5 AFR 125-3 (plus any local supplement to these regulations).
 4. In addition, the Contractor shall insure that each of its employees requiring entry possesses an identification badge or pass as may be approved by (1) for entry onto a US Army installations, the Provost Marshal for the area in which the contract work is to be performed; or (2) for entry onto US Air Force installations, the Pass and Registration Office (Security Police) for the applicable installation. Each employee shall wear an identification badge at all times while on duty within a US Government installation or at such times and places where identification is required, and in such a manner that it will be plainly visible as a means of identification. The contractor is responsible to insure employees return identification badge or pass to the Contracting Officer or his representative upon suspension, termination or removal of an employee or employees.
 5. In the event that services to be performed entail access to restricted areas, all contractor personnel requiring such access will be required to have a background investigation, DD Form 254. The Contractor shall submit to the COR (or to the Contracting Officer if a COR is not appointed), within 5 days after date of contract award, a list of its employees that will require a background investigation in accordance with this provision. If additional employees are assigned to positions that entail access to restricted areas the contractor will immediately notify the COR or the Contracting Officer, if the COR is not appointed.
 6. Employees of Contractor Liability: All employees of the Contractor employed in performance of work under this contract shall be employees of the Contractor at all times and not of the United States Government. The Contractor and not the United States Government shall be responsible for compliance with all applicable provisions of law affecting its employees, including without limitation, Workman's Accident Compensation Unemployment.
 7. Clearance Required of all Employees: In the event of termination of the contract or departure of any employee from the contract and prior to receiving final pay, the Contractor shall be responsible for obtaining the necessary clearance similar to that contained on EA Form 98 for said individual. The Contractor will turn in to the Issuing Agency all "Uniformed Services Identification and Privilege Cards" and "Ration Control Plates," issued as result of employment under this contract. All materials or US Government furnished property entrusted to said individual on hand receipts shall be properly accounted for; otherwise, the individual should not be granted clearance. In the event of improper clearance of any individual, the full responsibility for any missing materials, US Government Properties, or failure to turn in privilege cards shall be that of the Contractor. All of these clearances shall be processed through the COR.
- F. Risk Assessment and Mitigation:
1. The PV will brief its employees regarding the potential danger, stress, physical hardships and field living conditions of performing under this contract.

2. The PV will conduct physical and medical evaluations of all its employees at their own expense to ensure that they are capable of enduring the rigors performance under this contract.
3. The PV will designate a point of contact for all of its plans and operations.
4. For ID Badges and access purposes, the PV will provide a list of suitable or qualified subcontractors including local vendors in an area of operations at the initiation of the contract term and whenever a new employee is added.

G. Vehicle and Equipment Operations:

1. The PV 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 statement of work.
2. The PV and its employees may be held jointly or separately liable for all damages resulting from the unsafe or negligent operation of equipment.
3. Unless specifically stated elsewhere in the contract the Contractor shall provide all motor vehicles and any other transportation equipment required for the performance of this contract.
4. The motor vehicles shall meet all of the requirements of this contract and shall be subject to inspection and approval by the DLA Troop Support Contracting Officer Representative. In the event a Contracting Officer Representative is not appointed, an individual authorized by the Contracting Officer will conduct inspection and approval.

H. Security Measures/Force Protection:

1. As the vendors/contractors under Government contract, quality control procedures must be heightened to ensure that product entering your facility is safe for public consumption. The following security guidance is provided.
2. Make sure all boxes, bags, etc. are intact and demonstrate no evidence of tampering. All incoming truck drivers should provide adequate identification upon request. All visitors MUST be properly identified upon entrance to any PV facility and access should be limited to appropriate areas. Procedures for storing product should adequately control access to eliminate any possibility of product adulteration. Reviewing lighting and camera conditions at their facilities and consider whether fencing and locking devices are adequate. Never leave open trucks unattended and use seals when possible to designate loaded trailers. Security seals shall be properly placed on 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. 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 tempering must be reported immediately.

I. Passports, Visas, and Customs:

1. At the PV expense and/or their employee's expense, the employees shall obtain all passports, visas or other documents necessary to enter and/or exit any area(s) identified.
2. All PV employees shall be subject to the customs processing procedures, laws, agreements and duties of the country in which they are deploying to.

J. Status of Forces Agreement:

The PV shall adhere to all relevant provisions of the applicable Status of Forces Agreements (SOFA) and other similar related agreements.

K. Tour of Duty/Hours of Work:

1. The PV shall comply with all duty hours and tours of duty identified by the Contracting Officer or his/her designated representative.
2. 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.

L. 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, but not limited to, 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.

M. Continuance of Performance during Any State of Emergency in Europe or Central Asia:

The contractor shall be responsible for performing all functions of this contract during a state of emergency declared by the United States or any Zone within this contract, or during periods of internal strife, rioting, civil disturbance, or perils of any other type until released by the contracting officer. The contractor shall assist and participate, as may be required by competent military authority, in any military or dependent evacuation plan. The contractor shall participate at the direction of the local commander, in all local or site training exercises related to U.S. Government preparation for any of the above-listed incidents. Any services required under a state of emergency that exceeds the contract requirements shall be subject to the Contract Terms and Conditions set forth in 52.212-4. The contractor is required to include this provision in any subcontracting agreements.

4. PRIME VENDOR LIABILITY AND SECURITY

A. Liability

1. The Contractor shall be:
 - (a) Liable to the Government for the loss, damage, or destruction of any Government owned or leased property, real or personal, which the Contractor has control or use of, as a result of the Contractor's work under this contract, fair wear and tear excepted;
 - (b) Responsible for, and hold the Government harmless from, loss of or damage to property not included in (a) above; and
 - (c) Responsible for, and hold the Government harmless from, bodily injury and death of persons occasioned either in whole or in part by the negligence or fault of the Contractor, its officers, agents, or employees in the performance of work under this contract.
2. The subparagraph (1) shall not apply to those classes of property (e.g., Government furnished property, government property furnished for repair or other services) for which standards of Contractor liability are established by a FAR or DOD FAR Supplement prescribed clause also included in this contract.
3. The decision whether to repair or replace Government property shall be at the sole discretion of the Contracting Officer. Replacement value shall be measured by the cost required to repurchase the same or similar item, to include all administrative procurement costs involved in that replacement.
4. Any decision of the Contracting Officer with respect to liability shall be subject to the "Disputes" clause of the contract as set forth in 52.212-4(d).

B. Prevention of Pilferage

1. The contractor shall institute and maintain adequate controls and security measures to prevent pilferage throughout the period of the contract including the time that any property as described above, is under the Contractor's control. The Contractor agrees to submit immediately to the Contracting Officer any information or knowledge it may have concerning any such pilferage.
2. In the event that any of the Contractor's employees by direct act, or otherwise, commit, condone, fail to report, or otherwise are illegally involved in the pilferage of any Government property, the Contractor shall remove such individual(s) from all work under this contract, if so directed by the Contracting Officer. The cost of replacing any contractor employee under the provisions of this clause shall be at no additional cost to the Government.

3. The rights of the Government arising from this article are in addition to any other rights set forth in the contract or any other rights to which the Government is otherwise entitled. Nothing in this article shall be construed to limit these rights nor shall any other provision of this contract be construed to limit the rights of the Government under this provision.

C. Security of Employees

1. The Contractor agrees to:
 - a. submit immediately to the Contracting Officer a complete confidential report of any information which the Contractor may have concerning existing or threatened espionage, sabotage, or subversive activity;
 - b. submit to the Contracting Officer, upon written request, any and all information which the Contractor may have concerning any of its employees engaged in any work at any plant, factory, or site at which work under this contract is being performed; and
 - c. exclude from the plant, factory, site, or part thereof at which work under this contract is being performed any person or persons whom the Contracting Officer, in the interest of security, may designate in writing.
2. In any case, should the continued employment of any person furnished by the Contractor under this contract be determined by the Contracting Officer to be detrimental to the security interest of the Government, that person shall be immediately removed or transferred from that particular work specified. The decision by the Contracting Officer that such person should not be employed under this contract will be final. The Contracting Officer will consult with the Contractor before final action is taken. It is understood that the decision of the Contracting Officer pursuant to this clause applies only to work under the contract and does not otherwise relate to the employer-employee relationship between the Contractor and workers concerned. The cost of replacing any contractor employee under the provisions of this clause shall be at no additional cost to the Government.

D. Report of Damage, Destruction, Injury or Death

In all cases where any Government equipment or cargo, or any other property of any type, nature or description, whether owned by the Government or not is damaged or destroyed through any act of the Contractor, its agents, servants or employees or through any other cause whatsoever arising out of and during the performance of this contract or in the event of personal injury to, or death of, any person engaged directly or indirectly in the performance of this contract, a full and complete written report of such damage, destruction, personal injury, or death shall be submitted by the Contractor to the Contracting Officer at DLA Troop Support, within seventy-two (72) hours following any such incident.

E. Liability Insurance

In compliance with FAR 52.228-7, Insurance - Liability to Third Persons (MAR 1996), the Contractor will obtain, as a minimum, the following full coverage:

1. General Liability Insurance: Five hundred thousand dollars (\$500,000.00) Bodily Injury per occurrence.
2. Automobile Liability Insurance: The following comprehensive Automobile Liability Endorsement Insures Government -owned vehicles. The cost will be based on only those over-the-road vehicles.
 - a. One Hundred Thousand Dollars (\$100,000.00) Bodily Injury, any one person.
 - b. Three Hundred Thousand Dollars (\$300,000.00) Bodily Injury, any one accident.
 - c. Ten Thousand Dollars (\$10,000.00) Property Damage, any one accident.

Worker's Compensation and Employer's Liability Insurance: Unless otherwise directed by the Contracting Officer, the Contractor shall maintain worker's compensation in accordance with FAR 52.228-3 of this contract.

5. HEALTH CERTIFICATES & EXPORT CERTIFICATION REQUIREMENTS

Note: Special attention should be given to EU Directive 97/78/EC as it deals with many issues, one specifically, is acceptance and transit of product of animal origin. This directive requires the contractor to Bond and certify in accordance with EU regulations, all warehouse(s) located in the EU.

This regulation also requires the contractor to prepare/process Common Veterinary Entry Documents (CVEDs) and interaction with various in-country Veterinary Inspectors.

A. Several Inspection Agency health forms/certificates are identified below. This is not an all-inclusive list. There may be additional forms/certificates required. Also, forms/certificates required by one country may not be required by another country. It is the responsibility of the PV to ascertain which forms/certificates are required for customs clearance at the particular Port of Debarkation (POD) and to assure movement of product to a specific warehouse/platform location. Products delivered to a POD without the required and properly executed certificate(s) will be detained.

1. USDA Forms:

a. *Meat & Poultry Food Safety Inspection Service (FSIS) Forms:*

9060-5	Export Certificate of Wholesomeness for Meat and Poultry (raw and cooked beef, pork and poultry)
9180-1	Animal Health Certificate (raw beef and pork). Note: Raw product is product not cooked to 157 degrees Fahrenheit. Cooked product is product cooked above 157 degrees Fahrenheit but not above 212 degrees Fahrenheit
9180-2	Public Health Certificate (fresh red meat only)
9180-3	Certificate of Authenticity Beef and Veal
9220-1	Animal Health Certificate for Importation of Slaughtered Domesticated Poultry (Germany)
9220-4	Health Certificate for the Importation of Beef and Pork and of Products Manufactured from such meat for export to Germany
9225-1	Health Certificate for Meat Products intended for consignment to the United Kingdom
9225-2	Veterinary Certificate for export of Poultry to the United Kingdom
9225-4	Health Certificate for Red Meat Products intended for Consignment to the United Kingdom

Current information and updates about certifications and documentation required by FSIS for meat and poultry can be found at;

<http://www.fsis.usda.gov/regulations & policies/European Union Requirements/index.asp>

b. *Dairy Products:*

USDA Dairy Short Form	Details pertaining to the use of this form, for products destined for use in the Prime Vendor Program can be obtained from the USDA Dairy Products Inspection Office in Chicago, IL. Telephone 1-630-690-6920.
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c. *Egg Products:*

PY-200	Egg Product Inspection and Grading Certificate. Information relative to egg products inspection can be obtained by calling the USDA, FSIS office in Omaha, NE at 1-402-221-7400.
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2. The United States Department of Commerce (USDC) has cognizance over water foods. Certificates are issued in accordance with applicable rules and regulations. PVs should contact their regional USDC office for specific information. For updated information about certification and documentation, see; <http://seafood.nmfs.noaa.gov/Certupdate.htm>.

B. All costs associated with the issuance of the required form(s)/certificate(s) shall be borne by the PV(s).

C. The PV will distribute the required form(s)/certificate(s) at the Prime Vendor(s)' expense as follows:

1. One (1) copy shall be placed inside the van together with other required documents and attached conspicuously to one or more of the packages visible immediately upon opening the van.
2. One (1) copy, along with other shipping documents shall be placed in a plastic document packet, and sealed with moisture resistant tape. The packet shall be securely attached to a protective area outside the van on the rod above the left door handle.

3. One (1) copy, in an envelope conspicuously marked: "Contains Health Certificates", shall be mailed via Express Mail – International Service, at time of shipment to the Overseas POD specified in the contract.
- D. In the event the PV(s) fails to obtain and distribute the required certificates, the PV shall be responsible for all costs incurred by the Government as a result of such failure. Such costs shall include, but not be limited to the following:
- (1) Demurrage costs associated with detention
 - (2) Loss of Product during, or resulting from detention
 - (3) Costs associated with obtaining or transferring replacement supplies from another source or location for intended use
 - (4) Cost to maintain refrigeration of perishable supplies during detention
 - (5) Cost of transportation and supplies when release of supplies for intended use cannot be obtained
 - (6) Administrative cost
- E. All products that fall under USDA / USDC regulation are required to be inspected in order to obtain proper export certificates. The PV is responsible for the costs associated with these inspections including but not limited to, the loss of either full cases or packages within those cases. The cost associated with such losses shall be included in the PV's distribution prices.

6. INTERPRETATIONS/TRANSLATIONS

- A. The Contractor shall provide host nation/English translation of operating instructions, procedures and all other documents required for complete and efficient performance of this contract. These translations shall be placed or posted in close vicinity to each work area where they are required for day-to-day work.
- B. The Government is not obligated to provide any assistance to the Contractor in the day-to-day translations and interpretations necessary to communicate under this contract.
- C. The Contractor shall provide a means of rapid communications/ translation/ interpretation between all levels of its organization. This requirement for communication and understanding shall apply to all levels of supervision and shall be provided by supervisors at all levels or by adequate numbers of readily available interpreters/translators who shall be present during all exchanges of information which require interpretation or translation.
- D. All correspondence, official documents that impact work performed under this contract and communications between the Contractor and the US Government pertaining to this contract shall be in the English language.

ADDITIONAL CONTRACT PROVISIONS

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,) X does not intend 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

52.214-9008 ROUNDING OFF OF OFFER AND AWARD PRICES (AUG 2008) ALTERNATE I DLAD

In lieu of five decimal places, unit prices shall be limited to a maximum of two decimal places. For evaluation and award purposes, offerors containing a unit price of more than two decimal places shall be rounded off to two decimal places, as follows:

- \$0.01 to \$0.104 = \$0.10
- \$0.105 to \$0.109 = \$0.11
- \$0.111 to \$0.114 = \$0.11
- \$0.115 to \$0.119 = \$0.12, etc

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.

52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (JUN 2001) DLAD

(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.

ATTACHMENT 1; STORES EDI Information & Transaction Sets

PART A

EDI Implementation Guidelines for Subsistence Prime Vendor (STORES) April 9, 2010

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.....

SECTION 1.0 GENERAL INFORMATION

1.1 Contacts

Contact For	Name	Phone Number
DLA Troop Support (STORES)	Jeff Nienstedt	(215) 737-3860
EDI 810 (Invoice) Testing	Karen Conroy-Hegarty	(215) 737-7550
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	(215) 737-XXXX
STORES Technical Support	STORES Help Desk	(888) 755-4756
DLA Transaction Services Technical Support	DLA Transaction Services Help Desk	(937) 656-3333

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 DLA Troop Support through a mailbox at DLA Transaction Services 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 Receiving 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 DLA Transaction Services. DLA Transaction Services 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.

1.3 Transaction Sets

The EDI transaction sets listed below are described in detail at http://www.troopsupport.dla.mil/subs/STORES_and_EDI_Requirements.pdf. Vendors must be able to support the 832 Catalog and 850 Purchase Order. Additional transaction sets can also be found at http://www2.dla.mil/j-6/dlmso/elibrary/transforms/140_997.asp.

810 – Invoice
832 – Catalog
850 – Purchase

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.

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.



ATTACHMENT 3: AF NAF Proprietary Items

CHILI'S GRILLE AND BAR



Product Name	Supplier Name
Apples, Cinnamon	Park 100 Foods Inc.
Bacon, Smoked, Thick Applewood 30# OM	Kraft Foodservice
Beef, Cube Steak	Freedman Foodservice
Beef, Fajita, Flap	John Soules Foods, Inc.
Beef, Fajita, Fully Cooked	John Soules Foods, Inc.
Beef, Steak, Tenderloin, 8 oz Intl Only	Freedman Foodservice
Beef, Top Sirloin Steak, 8 oz	Freedman Foodservice
Beef, Top Sirloin Steak, 8oz, Marinated	Cargill Foodservice Meat Solutions
Beef, Top Sirloin, Center Cut, Franchise Only	Freedman Foodservice
Beef, Top Sirloin, Injected	Freedman Foodservice
Bread, Pita, 7 inch	Gogolian Bakeries, Inc.
Bun, Big Mouth	Tennessee Bun Company
Bun, Big Mouth	Bimbo Bakeries
Bun, Big Mouth	Highland Baking Co., Inc
Bun, Big Mouth (Fresh)	Highland Baking Co., Inc
Cake, Carrot, Intl Only	Lawler Foods, Ltd.
Cake, Molten White Chocolate	Heinz North America
Chicken Breast, 4 oz, Fajita Marinated	Pilgrims Pride
Chicken Breast, 4 oz, Fajita Marinated	Sanderson Farms, Inc.
Chicken Breast, 6 oz, Single Lobe	Sanderson Farms, Inc.
Chicken Breast, 6 oz, Single Lobe, Fajita Marinated	Simmons Foods
Chicken Breast, 6 oz, Single Lobe, Fajita Marinated	Trinity Valley Foods
Chicken Breast, 6 oz, Single Lobe, Fajita Marinated	Sanderson Farms, Inc.
Chicken Breast, 6 oz, Single Lobe, Fajita Marinated	Pilgrims Pride
Chicken Breast, 8 oz, Fajita	Trinity Valley Foods
Chicken Breast, 8 oz, Fajita Marinated	Pilgrims Pride
Chicken Breast, 8 oz, Single Lobe, Fajita Marinated	John Soules Foods, Inc.
Chicken Breast, 8oz, Fajita Marinated	Sanderson Farms, Inc.
Chicken Breast, 8oz, Margarita Marinated	John Soules Foods, Inc.
Chicken Breast, 8oz, Margarita Marinated	Pilgrims Pride
Chicken Breast, Chicken Fried (Fritter)	Simmons Foods
Chicken Breast, Chicken Fried (Fritter)	Pilgrims Pride
Chicken Breast, Pre-cooked Fajita Strips	Keystone Foods, Inc.
Chicken Breast, Strips, Diced, Fully Cooked	Keystone Foods, Inc.
Chicken Wing, Drummette	Pilgrims Pride
Chicken, Boneless Buffalo Wings (Breaded Nuggets)	Sanderson Farms, Inc.
Chicken, Boneless Buffalo Wings (Breaded Nuggets)	Pilgrims Pride
Chicken, Breast Strips	P&C Poultry
Chili, Chili's, Reformulated	Tyson Foods
Chili, Terlingua Red, No Beans	Park 100 Foods Inc.
Chips, White Corn	Leo's Food Inc.
Chips, White Corn	Rudy's Tortillas
Chocolate, White Curls	Heinz North America

Prime Vendor Northern Europe & Central Asia
Theodor Wille Intertrade (TWI)

SPM300-12-D-3481

Product Name	Supplier Name
Corn Dog	Leon's Texas Cuisine
Desserts, Sweet Shot, Strawberry Cheesecake	Steven-Robert Originals
Desserts, Sweet Shots, Caramel Apple Cheesecake	Steven-Robert Originals
Dip, Spinach Artichoke	Park 100 Foods Inc.
Dressing, Citrus Balsamic Vinaigrette	T. Marzetti Company
Eggroll, Southwest, Lampasas	Windsor Frozen Foods
Eggroll, Southwestern	Double B Foods, Inc.
Eggroll, Southwestern	Buffet Partners L.P. dba Dynamic Foods
Eggroll, Southwestern	Windsor Frozen Foods
Fish, Tilapia, Filet, 5-7 oz	Mazzetta Company, LLC
Ganache, White Chocolate	Heinz North America
Marinade, Margarita	Illes Seasonings & Flavors
Meat, Philly Steak, Chili's	Allied Steaks, Inc.
Parsley, Dried	Illes Seasonings & Flavors
Pickles, Dill Slices, 1/8 in Smooth	KAISER PICKLES LLC
Ribs, Pork Loin, 10 bone	Curly's Foods Inc
Ribs, Pork Loin, Domestic, 10 bone	Tyson Foods
Salsa Base, Chili's Revised	San Antonio Farms
Salt, Seasoned	Illes Seasonings & Flavors
Sauce, Alfredo	Tyson Foods
Sauce, BBQ	Ken's Foods, Inc.
Sauce, Chili's Mesquite Sizzle	McCormick & Co., Inc
Sauce, Chipotle	National Food & Beverage Inc.
Sauce, Ginger Citrus, No Fish	Park 100 Foods Inc.
Sauce, Ginger Citrus, No Fish	Todd's Foods
Sauce, Habanero, Revised	CF Chefs, Inc.
Sauce, Honey BBQ, Revised	McCormick & Co., Inc
Sauce, Ranchero	San Antonio Farms
Sauce, Rice Chili's	Five Star Custom Foods
Sauce, Rice Chili's	Tyson Foods
Seasoning, Carne Asada Rub	McCormick & Co., Inc
Seasoning, Memphis Rub	McCormick & Co., Inc
Shrimp, 21/25 ct, Breaded, Intl Only	Blue Ocean Imports, Inc.
Shrimp, 21/25 IQF Tail Off Black Tiger	Mazzetta Company, LLC
Shrimp, 21/25 P&D Tail Off White	Red Chamber Co.,
Soup, Premium Chicken Noodle Supreme	Simeus Foods International, Inc.
Spice, Blossom	Illes Seasonings & Flavors
Spice, Brown Sugar Chili Rub Packet	International Flavors & Fragrances
Spice, Cajun	Illes Seasonings & Flavors
Spice, Margarita Rub	McCormick & Co., Inc
Spice, Peppercorn	Illes Seasonings & Flavors
Spice, Rib	Illes Seasonings & Flavors
Spice, Southwestern	Illes Seasonings & Flavors
Spice, Southwestern	International Flavors & Fragrances
Sugar, Vanilla	Illes Seasonings & Flavors
Tortilla, Chili's Flour 6.5"	Lobo Tortilla Factory, Inc
Tortilla, Flour 6.5 in	Leo's Food Inc.
Tortilla, Strips	Rudy's Tortillas
Turkey, Oak Smoked Sliced	Cargill Foodservice Meat Solutions



ROMANO'S MACARONI GRILL



Product Name	Supplier Name
Amaretto Apple Crispetti	Lawler Foods, Ltd.
Artichoke, Quarters	Shaw's Southern Belle Frozen Food, Inc.
Bacon, Applewood Smoked Precooked Pieces	Hormel Foods
Bag, Bread, 6x3.5x12	Specialty Packaging
Bag, Portion, Large, #1	Pak Sher Company
Bag, Portion, Large, #2	Pak Sher Company
Bag, Portion, Large, #3	Pak Sher Company
Bag, Portion, Large, #4	Pak Sher Company
Bag, Portion, Large, #5	Pak Sher Company
Bag, Portion, Large, #6	Pak Sher Company
Bag, Portion, Large, #7	Pak Sher Company
Bag, Shopper, 14x9x16, Mac Grill Logo	Tulsack
Bag, T-Shirt, Mac Grill Logo	Command Packaging
Base, Aioli	Ken's Foods, Inc.
Base, Chicken	Nestle Food Services
Beef, Ribeye Steak, USDA Choice, 16 oz, Bone-In, Mac	Freedman Foodservice
Beef, Steak, Flat Iron, 8 oz	Freedman Foodservice
Beef, Tenderloin Steak, 8 oz	Freedman Foodservice
Biscotti	Manzo Food Sales, Inc.
Bowl, 160 oz, Black	Sabert Corporation
Bread Crumbs, Japanese, Untoasted, Golden Dipt Label	Kerry, Inc.
Bread, Ciabattini, 7 inch, Sandwich	Crestone Group Baking Companies
Bread, Peasant	Crestone Group Baking Companies
Brownies, Fudge, pre-cut 35	Crestone Group Baking Companies
Butter, Continentals/Pats	Darifair Foods, Inc.
Butter, Salted, Prints	Darifair Foods, Inc.
Butter, Tuscan Herb, Zero Trans Fat	Ventura Foods
Buttermilk	Darifair Foods, Inc.
Cake, Chocolate	Heinz North America
Cake, Lemon Pound Slices	Lawler Foods, Ltd.
Capers, Surfine	Atalanta Corporation
Cheese, Boursin, Black Pepper	Norseland Inc.
Cheese, Breaded Mozzarella (half moons)	Sargento Foods Inc.
Cheese, Buffalo Mozzarella	Manzo Food Sales, Inc.
Cheese, Feta Pail	Great Lakes Cheese Co., Inc.
Cheese, Fontina, Shredded	Belgioioso Cheese, Inc
Cheese, Golden Velvet	Land O'Lakes Inc.
Cheese, Grana Padano, American	Belgioioso Cheese, Inc
Cheese, Mozzarella, Shredded	Lactalis, Inc.
Cheese, Parmesan, Grated	Belgioioso Cheese, Inc
Cheese, Ricotta	Belgioioso Cheese, Inc
Cheese, Romano/Pecorino Roman Blend	Belgioioso Cheese, Inc
Cheesecake, New York Style	Lawler Foods, Ltd.
Cherries, Maraschino w/Stem	Atalanta Corporation
Chicken Breast, 8 oz Butterfly, Italian Marinated	John Soules Foods, Inc.
Chicken Meat, Pulled	National Steak & Poultry

Prime Vendor Northern Europe & Central Asia
Theodor Wille Intertrade (TWI)

SPM300-12-D-3481

Product Name	Supplier Name
Chicken Tenderloin, Breaded (Fritter)	Pilgrims Pride
Chicken Tenderloin, Scaloppini, Italian Marinated	Trinity Valley Foods
Chicken, Breast, Grilled Sliced	John Soules Foods, Inc.
Chips, Potato, Skin on, IQF	J.R. Simplot
Chit Sheets	Alatex
Chocolate Chips, Semi Sweet	Ghirardelli Chocolate Company
Clams, Whole Shell	PanaPesca USA Corp.
Cleaner, Bar Dandy	Ecolab Inc.
Cleaner, Crystal Fusion	Ecolab Inc.
Cleaner, Ecosan	Ecolab Inc.
Cleaner, First Impressions	Ecolab Inc.
Cleaner, Grease cutter Plus	Ecolab Inc.
Cleaner, Jet Dry	Ecolab Inc.
Cleaner, Limeaway	Ecolab Inc.
Cleaner, Mag Fusion	Ecolab Inc.
Cleaner, Oasis 100	Ecolab Inc.
Cleaner, Oasis 115XP	Ecolab Inc.
Cleaner, Oasis 133 Multi Purpose	Ecolab Inc.
Cleaner, Oasis 255SF Glass, Mirror, Chrome	Ecolab Inc.
Cleaner, Oasis Enforce	Ecolab Inc.
Cleaner, Radiance	Ecolab Inc.
Cleaner, Solid Power	Ecolab Inc.
Cleaner, Solid Silver Power	Ecolab Inc.
Cleaner, Stainless Steel Polish	Ecolab Inc.
Cocoa, Hot	Nestle Food Services
Coffee, Decaf, House Blend, Whole Bean	Mother Parkers Tea & Coffee USA
Coffee, Regular, House Blend, Whole Bean	Mother Parkers Tea & Coffee USA
Container, 6 in Clamshell, Clear	Pactiv Corp
Container, 8 oz Foam	WinCup
Container, 9 in, Round Aluminum	Novelis Foil Products
Container, Deli w/ Lid, 16 oz, Black	Newspring Ind. Corp
Creamers, Half & Half, 3/8 oz	Darifair Foods, Inc.
Croutons, French Bread, Butter Garlic	Sugar Foods Corporation
Croutons, Peasant Bread	Crestone Group Baking Companies
Cup, 16 oz Foam	WinCup
Cup, Paper Cone, 4 oz	Genpak
Cup, Soufflé, 2 oz, Black	Fabrikal
Cups, Kids 12 oz Macaroni Grill	WNA Comet South / Cups Illustrated
Demi Glace	Nestle Food Services
Dispenser, Paper Towel Torkmatic	SCA Tissue
Dough, Cookie, Chocolate Chip, Trans Fat Free	Crestone Group Baking Companies
Dough, Empanada	Crestone Group Baking Companies
Dough, Pizza Ball, 8 oz	Pasta Fresca, Inc
Dressing, Caesar	Ventura Foods
Dressing, Caesar, Lo Fat	Ventura Foods
Dressing, Cider Vinaigrette	Ventura Foods
Dressing, Creamy Italian	Ventura Foods
Dressing, Honey Mustard	Ventura Foods
Dressing, Italian	Ventura Foods

Prime Vendor Northern Europe & Central Asia
Theodor Wille Intertrade (TWI)

SPM300-12-D-3481

Product Name	Supplier Name
Dressing, Parmesan Peppercorn Ranch	Ventura Foods
Dressing, Roasted Garlic Lemon Vinaigrette	Ventura Foods
Drink Mix, Bellini	Jazz City Distributors
Drink Mix, Bloody Mary, The Works	Beverage Specialties
Drink Mix, Margarita	Jazz City Distributors
Drink Mix, Pina Colada	Jazz City Distributors
Drink Mix, Sweet & Sour	Beverage Specialties
Eggplant, Grilled	Bonduelle Inc.
Eggs, Whole Liquid w/ Citric Acid	Michael Foods, Inc.
Fish, Halibut, 8 oz	Blue Ocean Imports, Inc.
Fish, Salmon, 8 oz Fillet, Bias Cut	Mazzetta Company, LLC
Flour, All Purpose, 10 lb	General Mills, Inc.
Flour, Semolina, Macaroni Grill	General Mills, Inc.
Foil, Heavy 18 in x 500 ft	Novelis Foil Products
Foil, Standard 18 in x 1000 ft	Novelis Foil Products
Foil, Standard 18 in x 500 ft	Novelis Foil Products
Fork, Black, Heavy	Max Packaging
Fries, 5/16", Skin On Select Recipe Label	J.R. Simplot
Garlic, Peeled, Zesty, 4/5 lb	Christopher Ranch, LLC
Garlic, Roasted	Christopher Ranch, LLC
Glaze, Honey Balsamic	Ventura Foods
Gloves, Vinyl, Extra-Large, Substitute	Tradex International Inc
Gloves, Vinyl, Large, Substitute	Tradex International Inc
Gloves, Vinyl, Medium, Substitute	Tradex International Inc
Grenadine	Motts
Half & Half, Quart	Darifair Foods, Inc.
Heavy Whipping Cream, 40%, Quart	Darifair Foods, Inc.
Hot Sauce, Tabasco, 5 oz	McIlhenny Company
Ice Cream, Vanilla	Wells Blue Bunny Ice Cream
Juice, Apple	Ocean Spray Cranberries, Inc.
Juice, Cranberry	Ocean Spray Cranberries, Inc.
Juice, Cranberry, 60 oz	Ocean Spray Cranberries, Inc.
Juice, Grapefruit, White	Ocean Spray Cranberries, Inc.
Juice, Lime	Motts
Juice, Orange, No Pulp	Tropicana
Juice, Pineapple	Dole
Juice, Tomato	Campbell Soup Company
Ketchup, Red Squeeze Bottle	Heinz North America
Knife, Heavy, Black	Max Packaging
Lasagna, Layers & Layers	Food Source, LP
Lettuce, Chopped Romaine	Local Produce Supplier
Lid, 14 oz & 16 oz Cup	WinCup
Lid, 16 in, Domed	Novelis Foil Products
Lid, 7 in Round, Mac Grill Logo	Novelis Foil Products
Lid, 9 in, Domed	Novelis Foil Products
Lid, Clear, 2 oz Soufflé Cup	Fabrikal
Lid, Flat for 160 oz Black Bowl	Sabert Corporation
Lid, Steam table Pan, 1/3	Novelis Foil Products
Lid, Steam table Pan, Half-size	Novelis Foil Products
Limes	Local Produce Supplier

Product Name	Supplier Name
Liner, 18x14 (1/3 Pan)	Pak Sher Company
Liner, Quilon, 17x24	Papercon, Inc.
Liner, Trash, 56 gallon	Heritage
Mayonnaise	Ken's Foods, Inc.
Meatball, Precooked, 3 oz	Syracuse's Italian Sausage Co.
Meatball, Precooked, Mini	Syracuse's Italian Sausage Co.
Milk, 2%, Gallon	Darifair Foods, Inc.
Mint, Fresh	Local Produce Supplier
Mint, Starlight Spearmint	Hospitality Mints, LLC
Mozzarella, Whole Milk, Loaf	Great Lakes Cheese Co., Inc.
Mushrooms, Medium	Local Produce Supplier
Mushrooms, Portabella	Local Produce Supplier
Mushrooms, Sliced	Local Produce Supplier
Napkin, Beverage, 9.5x9.5, 1/4 Fold	SCA Tissue
Napkin, White, 3 ply, Mac Grill Logo	SCA Tissue
OASIS 146 QUAT SANTIZER	Ecolab Inc.
Oil, Butter-Flavored, NTF (SunDrop)	Bunge Oils, Inc
Oil, Canola	Cargill Foods
Oil, No Trans Fat	Cargill Foods
Oil, Olive Extra Virgin, BOH	Manzo Food Sales, Inc.
Oil, Olive Extra Virgin, Table	Manzo Food Sales, Inc.
Olives, Queen Stuffed	Atalanta Corporation
Olives, Ripe, Sliced	Atalanta Corporation
Onions, Red	Local Produce Supplier
Oranges	Local Produce Supplier
Oregano, Fresh	Local Produce Supplier
Pan, 7 in Round	Novelis Foil Products
Pan, Steam table, 1/3	Novelis Foil Products
Pan, Steam table, Half-size	Novelis Foil Products
Parsley, Curly	Local Produce Supplier
Parsley, Italian	Local Produce Supplier
Pasta Sheets, Mac Grill	Joseph's Pasta Company
Pasta, Capellini	Manzo Food Sales, Inc.
Pasta, Farfalle	Manzo Food Sales, Inc.
Pasta, Fettuccini	Manzo Food Sales, Inc.
Pasta, Gnocchi	Joseph's Pasta Company
Pasta, Linguine	Manzo Food Sales, Inc.
Pasta, Orzo	Manzo Food Sales, Inc.
Pasta, Penne	Manzo Food Sales, Inc.
Pasta, Penne, Whole Wheat	Manzo Food Sales, Inc.
Pasta, Rigatoni	Manzo Food Sales, Inc.
Pasta, Shells, Medium	Manzo Food Sales, Inc.
Pasta, Spaghettoni	Manzo Food Sales, Inc.
Pecans, Pieces, Raw, Midget	John B. Sanfilippo & Son
Pepperoni, Sliced	Hormel Foods
Peppers, Green Bell	Local Produce Supplier
Peppers, Red Bell	Local Produce Supplier
Peppers, Roasted Red	Atalanta Corporation
Pesto, Basil	Joseph's Pasta Company
Pine Nuts	International Foodsource

Product Name	Supplier Name
Pizza Box, 12 inch	Watkins & Co
Pork Chops, Center Cut	Cargill Foodservice Meat Solutions
Potato, Mashed Creamy Deluxe	Basic American Foods
Prosciutto, Julienne	John Volpi & Co.
Puree, Strawberry, 4+1	Hess Food Group, LLC.
Puree, Triple Berry Blend, Sweet	Hess Food Group, LLC.
PVC Film, 12x2000 ft, Slide Cutter	Reynolds Food Packaging (Alcoa)
PVC Film, 18x2000 ft, Slide Cutter	Reynolds Food Packaging (Alcoa)
PVC Film, 24 in x2000 ft, Cutter Box	Reynolds Food Packaging (Alcoa)
Radicchio	Local Produce Supplier
Raspberries, Fresh	Local Produce Supplier
Ravioli, Lobster New Recipe	Joseph's Pasta Company
Ravioli, Mushroom, Mac Grill	Joseph's Pasta Company
Risotto	American Rice, Inc.
Rosemary, Fresh	Local Produce Supplier
Sage, Fresh	Local Produce Supplier
Salt, Sea	Atalanta Corporation
Salt, Seasoned	International Flavors & Fragrances
Sauce, A-1 Steak	Kraft Foodservice
Sauce, Alfredo	Tyson Foods
Sauce, Arrabbiata	Neil Jones Companies
Sauce, Asiago Cream	Food Source, LP
Sauce, BBQ	Neil Jones Companies
Sauce, Caramel	Lyons Magnus
Sauce, Chianti Wine	Chef John Folse & Company
Sauce, Garlic Extra Virgin Olive Oil	CF Chefs, Inc.
Sauce, Gratinata Cream	Food Source, LP
Sauce, Lemon Butter	Processed Foods Corp.
Sauce, Meat	Deen Meat & Cooked Foods, Inc.
Sauce, Red, Premade	Neil Jones Companies
Sauce, Roasted Garlic Cream	Food Source, LP
Sauce, Roasted Garlic Rosemary Demi Concentrate	Nestle Food Services
Sauce, Rosemary Butter	Chef John Folse & Company
Sauce, Soy, Cube Pack	Kikkoman International
Sauce, White Wine	Chef John Folse & Company
Sauce, Worcestershire, 5 oz	Heinz North America
Sausage, Italian, Rope	Syracuse's Italian Sausage Co.
Scallops, Argentinean, 80/120	Clearwater Fine Foods
Scallops, U-10	Sea-Trek Enterprises, Inc.
Seasoning, Ribeye	International Flavors & Fragrances
Shallots	Local Produce Supplier
Shrimp, 21/25 IQF Tail Off Black Tiger	Mazzetta Company, LLC
Shrimp, 21/25 P&D Tail Off White	Red Chamber Co.,
Shrimp, 71/90 IQF P&D Tail Off Black Tiger	Mazzetta Company, LLC
Soap, Antibacterial Clean & Smooth	Ecolab Inc.
Soap, Hand, Digiclean Foam AB	Ecolab Inc.
Soda, Coke Classic	Coca-Cola Company
Soda, Diet Coke	Coca-Cola Company
Soda, Dr. Pepper	Dr Pepper/ Seven Up Inc.
Soda, Ginger Ale	Coca-Cola Company

Prime Vendor Northern Europe & Central Asia
Theodor Wille Intertrade (TWI)

SPM300-12-D-3481

Product Name	Supplier Name
Soda, Sprite, High Yield Syrup	Coca-Cola Company
Soda, Tonic	Coca-Cola Company
Sole, Yellow Fin, 4z Filet	Fishery Products International
Sorbet, Lemon	Dessert Service, Inc.
Sorbet, Raspberry	Dessert Service, Inc.
Soup, Chicken Toscana	Truesoups, Div of Heinz NA
Soup, Italian Wedding	Truesoups, Div of Heinz NA
Spice, Basil, Dry	McCormick & Co., Inc
Spice, Bay Leaves	McCormick & Co., Inc
Spice, Cayenne Pepper, Ground, 14 oz	McCormick & Co., Inc
Spice, Celery Salt	McCormick & Co., Inc
Spice, Cinnamon, Ground	McCormick & Co., Inc
Spice, Imitation Vanilla Extract	McCormick & Co., Inc
Spice, Nutmeg	McCormick & Co., Inc
Spice, Oregano, Dried	McCormick & Co., Inc
Spice, Paprika Extra Fancy	McCormick & Co., Inc
Spice, Pepper Black Cracked	McCormick & Co., Inc
Spice, Pepper, Black Whole, Bulk	McCormick & Co., Inc
Spice, Pepper, Black, Table Grind, Bulk	McCormick & Co., Inc
Spice, Pepper, Red, Crushed	McCormick & Co., Inc
Spice, Pepper, White	McCormick & Co., Inc
Spice, Red Pepper, Crushed, Bulk	McCormick & Co., Inc
Spice, Sage Rubbed	McCormick & Co., Inc
Spinach, Curly	Local Produce Supplier
Spoon, Plastic Serving	Pactiv Corp
Squid, Tubes & Tentacles	Town Dock, Inc.
Straw, 10.25 in, Giant, Red, Wrapped	Wow Plastics, Inc.
Straw, 7.75 in, Giant, Red, Wrapped	Wow Plastics, Inc.
Straw, 7.75 in, Jumbo, Translucent, Paper Wrapped	Wow Plastics, Inc.
Straw, Jumbo, Red, 10.25 inch, Cello Wrapped, Substitute	Wow Plastics, Inc.
Strawberries, Fresh	Local Produce Supplier
Sugar, Packets	Diamond Crystal Brands, Inc.
Sugar, Powdered	Imperial Sugar Company
Sweet & Low	Sugar Foods Corporation
Sweetener, Aspartame, Equal	ACH Foods
Sweetener, Splenda	Diamond Crystal Brands, Inc.
Syrup, Monin Peach	Monin Inc.
Syrup, Blackberry	Monin Inc.
Syrup, Blood Orange	Monin Inc.
Syrup, Granny Smith Apple	Monin Inc.
Syrup, Hazelnut	Monin Inc.
Syrup, Limoncello	Kerry, Inc.
Syrup, Mango	Monin Inc.
Syrup, Mojito Mint	Monin Inc.
Syrup, Pomegranate	Monin Inc.
Syrup, Raspberry	Monin Inc.
Syrup, Red Sangria	Monin Inc.
Syrup, Strawberry	Monin Inc.
Syrup, Vanilla	Monin Inc.
Table Paper, 34x40	Southwest Paper Sales, Inc.

Product Name	Supplier Name
Table Paper, 36x42	Southwest Paper Sales, Inc.
Tea, Hot	Empirical Group, LLC
Tea, Iced	Empirical Group, LLC
Teriyaki Glaze	Ventura Foods
Thyme, Fresh	Local Produce Supplier
Tiramisu, Pre-made	Heinz North America
Tissue, Toilet, Jumbo, 2 Ply, White	SCA Tissue
Tissue, Toilet, Standard, 2 Ply, White	SCA Tissue
Tomatoes, 4x5	Local Produce Supplier
Tomatoes, Chopped, Intl Only	ConAgra/Diversified Food Products
Tomatoes, Roasted	FoodMatch, Inc.
Tomatoes, Roma, Bulk	Local Produce Supplier
Tomatoes, Sun-dried, Double Diced	Atalanta Corporation
Towel, Multifold, White	SCA Tissue
Towel, Roll, Torkmatic Hands Free	SCA Tissue
Utensils, Meal Kit	Max Packaging
Veal, 2z, Bottom Flat Rnd	Berry Veal Corporation
Victory Fruit & Vegetable Wash	Ecolab Inc.
Vinegar, Balsamic	Manzo Food Sales, Inc.
Vinegar, Red Wine	Heinz North America
Water, Mineral Sparkling, 500 ML, San Pellegrino	Nestle Waters North America
Water, Spring, Acqua Panna	Nestle Waters North America
Yellow Onions	Local Produce Supplier

Subsistence
SMSG

MPA101.1

DEFENSE SUPPLY CENTER PHILADELPHIA
MANUFACTURER PRICING AGREEMENT CONTRACTOR
PROCEDURES MANUAL

SUBSISTENCE PRIME VENDOR PROGRAM

SUBSISTENCE SMSG

MANUFACTURER PRICING AGREEMENT (MPA) CONTRACTOR PROCEDURES MANUAL

SUBSISTENCE NATIONAL ALLOWANCE & PRICING BRANCH
DSCP-FTGB
November 2009

Purpose

To provide guidance to Subsistence Prime Vendor contractors concerning the MPA price change criteria and procedures

1. Scope:

This document applies to Subsistence Prime Vendor distributor contractors with contract pricing defined as: “Contract Unit Price = Product Price + Distribution Price (Normal and/or Premium)”

2. Definitions (NOTE: Individual contract terms may vary with additional product price, distribution price, and value of inventory requirements.)

A. Product Price:

“The product price will be derived in one of two manners for this solicitation: 1) through the use of DSCP’s Manufacturers Price Agreements (MPAs); or 2) through the use of commercial pricing. When a DSCP MPA is available, the MPA price shall be used for the product price. When a DSCP 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 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 distribution price.”

B. Distribution Price:

- 1.) 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.
- 2.) Includes the PV’s projected general and administrative expenses, overhead, profit, packaging/marking/labeling costs, all Non Point of Manufacturer fees (CONUS and OCONUS Broker, Dealer, Subcontractor and Fresh Fruit and Vegetable Consolidation Point fees) including, but not limited to procurement, storage, consolidation, pallets, palletizing and distribution work
- 3.) Shall remain fixed for the base period of the contract, and is subject to any agreed option period adjustments.
- 4.) Excludes DTS Ocean Shipping Costs

C. Value of Inventory:

PRICING (example SPM300-08-R-0078)

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 receipted prior to a catalog update, the contractor shall establish the product price based on the mix of invoices received past the previous redetermination 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

3. Responsibility:

DSCP Subsistence Prime Vendor distributor contractors shall use the MPA prices listed on the monthly DSCP MPA Excel sheets* as the basis for the product “acquisition” price. The effective date for the MPA prices is as listed in column I “MPA Effective Date”. All MPA pricing and price changes are effective the first Monday of any given month.

The DSCP Subsistence Prime Vendor distributor contractors will be sent two MPA Excel Pricing sheets each month, scheduled seven days in advance of the pricing effective date. One Excel will be the complete listing of all MPA products and prices, and the other will be the price changes for the given month.

*Example copy attached

4. Procedures:

A. Acquisition Pricing:

1.) The acquisition price for the MPA products will be as listed in column “G” of the MPA Excel Outturn reports (complete listing & monthly price changes).

2.) The MPA acquisition pricing and changes are effective the first Monday of any given month and the effective date of the price or price change is listed in column “I” of the MPA Excel (mm/dd/yyyy).

3.) The negotiated MPA price may either be an FOB Origin or an FOB Destination ‘delivered’ price. Column “K” of the MPA excels labeled “FOB Origin ?” designates the type pricing, either origin or delivered. Example column “K” lists (Yes), then the price is FOB Origin, or (No) the price is delivered.

B. Contractor Notification of MPA Prices & Price Changes:

1.) Notice of the MPA price changes will be electronically from the DSCP Contracting Officer or contracting staff.

1.) The monthly MPA changes Excel and MPA complete listing of MPA prices are scheduled to be released the Subsistence Prime Vendor contractor seven days in advance of the pricing effective date.

C. MPA Excel fields and definitions:

Column A: MPA Vendor Code (MPA Holder’s 4 digit MPA/NAPA account number)

Column B: MPA Vendor (MPA Holder’s name)

Column C: Mfg SKU (Manufacturer SKU)

Column D: Stock Number (13 digit MPA/NAPA stock number)

Column E: MPA Item name

Column F: Unit of Issue

Column G: MPA price

Column H: Unit of Measure
Column I: MPA Effective Date (date price is effective)
Column J: MPA Expire Date (date price expires)
Column K: FOB Origin ? (fob origin "yes" or delivered "no")
Column L: Brand (product brand name)

A	B	C	D	E	F	G	H	I	J	K	L
MPA Vendor Code	MPA Vendor	Mfg SKU	Stock Number	MPA Item Name	Unit Issue	MPA Price	MPA Unit of Meas	MPA Effective Date	MPA Expire Date	FOB Origin?	Brand
0008	CAMPBELLS	00016	893501E094646	SOUP, CANNED CONDENSED TOMATO 50 OZ CAN	CN	25.45	CS	9/17/09	12/31/99	No	CAMPBELL
0008	CAMPBELLS	00020	891501E590144	JUICE, VEGETABLE, CANNED SINGLE STRENGTH 5.5 OZ CAN	CN	20.33	CS	9/17/09	12/31/99	No	CAMPBELL'S/V-8
0008	CAMPBELLS	00306	893501E098856	SOUP, CND, CREAM OF BROCCOLI, 50 OZ CAN	CN	45.67	CS	9/17/09	12/31/99	No	CAMPBELL/CHEF'S
0008	CAMPBELLS	00336	891501E099135	JUICE, VEGETABLE, 46 OZ CZN	CN	20.38	CS	9/17/09	12/31/99	No	CAMPBELL'S/V-8
0008	CAMPBELLS	00366	891501E097758	JUICE TOMATO, 46 OZ CN	CN	13.54	CS	9/17/09	12/31/99	No	CAMPBELL
0008	CAMPBELLS	01026	893501E094645	SOUP, CANNED, CONDENSED, VEGETABLE 50 OZ CAN	CN	38.18	CS	9/17/09	12/31/99	No	CAMPBELL
0008	CAMPBELLS	01036	893501E094653	SOUP, CANNED CONDENSED CREAM OF CHICKEN 50 OZ CAN	CN	34.81	CS	9/17/09	12/31/99	No	CAMPBELL
0008	CAMPBELLS	01116	893501E591444	SOUP, CANNED, CONDENSED BEEF BARLEY 50 OZ CAN	CN	49.67	CS	9/17/09	12/31/99	No	CAMPBELL
0008	CAMPBELLS	01126	893501E592834	SOUP, CND, CONDENSED, CLAM CHOWDER, MANHATTAN STYLE, 49.5 OZ CAN	CN	45.05	CS	9/17/09	12/31/99	No	CAMPBELL/CHEF'S
0008	CAMPBELLS	01146	893501E094647	SOUP, CANNED, CONDENSED MINISTRONE 50 OZ CAN	CN	40.68	CS	9/17/09	12/31/99	No	CAMPBELL
0008	CAMPBELLS	01156	893501E094644	SOUP, CND, CONDENSED VEG, VEGETARIAN STYLE, 50 OZ CAN Soups	CN	41.68	CS	9/17/09	12/31/99	No	CAMPBELL
0008	CAMPBELLS	01166	893501E094652	SOUP, CANNED, CONDENSED, CREAM OF CELERY 50 OZ CAN	CN	32.07	CS	9/17/09	12/31/99	No	CAMPBELL
0008	CAMPBELLS	01226	893501E094655	SOUP, CANNED, CONDENSED BEEF NOODLE, 50 OZ CAN	CN	49.67	CS	9/17/09	12/31/99	No	CAMPBELL
0008	CAMPBELLS	01236	893501E094643	Vegetable Beef, Campbell's Condensed 50 Oz. Soups	CN	50.04	CS	9/17/09	12/31/99	No	CAMPBELL
0008	CAMPBELLS	01256	893501E094654	Chicken Noodle, Campbell's Condensed 50 Oz. Soups	CN	30.95	CS	9/17/09	12/31/99	No	CAMPBELL
0008	CAMPBELLS	01266	893501E094640	Cr. of Mushroom, Campbell's Condensed 50 Oz. Soups	CN	34.44	CS	9/17/09	12/31/99	No	CAMPBELL

Zone I - Northern Europe

Service	Customer		Bldg.	Location	Phone	Fax	Loading Dock	40 Ft Truck Access	Current Deliveries Per Week & Days
AF	BDF100	Republic of Georgia		Republic of Georgia	713-445-4366	(01149)6134-604-926	Yes	Yes	1-MONTH
AF	CDCEST	RAF Lakenheath CDC	659	Lakenheath England	(01144)1638-52-3285	(01144)1638-52-6155	No	Yes	3-M-W-F
AF	FT5587	RAF Lakenheath 48TH Medic	932	Lakenheath England	(01144)1638-52-8170	(01144)1638-52-8137	No	Yes	3-M-W-F
AF	FT9163	Spangdahlem Flight Kitchen Jet Blast	670	Spangdahlem Germany	(01149)065656-18856	(01149)6565-617458	No	Yes	2-T-T
AF	FT9199	Rheinland Inn Dining Facility	2107	Ramstein Germany	(01149)6371-47-3418	(01149)6371-5080	No	Yes	2-T-T
AF	FT9200	Linderghof DFAC Kapaun AS	2791	Vogelweh Germany	(01149)6315-36-6784	(01149)631-53-69256	No	Yes	3-M-W-F
AF	FT9201	Ramstein Flight Kitchen	2398	Ramstein Germany	(01149)6371-476059	(01149)6371-475080	No	Yes	3-M-W-F
AF	FT9202	Ramstein 617th CES/CEX (Tent City)	664	Ramstein Germany	(01149)6371-476318	(01149)6371-479278	No	Yes	3-M-W-F
AF	FT9208	Mosel Halle DFAC Spangdahlem	147	Spangdahlem Germany	(01149)6565-61-6798	(01149)6565-617458	No	Yes	2-T-T
AF	FT9209	RAF Mildenhall Gateway DFAC	436	Mildenhall England	(01144)1638-52-3285	(01144)1638-54-4171	No	Yes	3-M-W-F
AF	FT9210	RAF Mildenhall Gateway Flight Deck	436	Mildenhall England	(01144)1638-52-3285	(01144)1638-54-4171	No	Yes	3-M-W-F
AF	FT9211	RAF Lakenheath Knights Table	934	Lakenheath England	(01144)1638-52-2910	(01144)1638-52-3301	Yes	Yes	3-M-W-F
AF	FT9212	RAF 48th Street Café Lakenheath Flight Line	1224	Lakenheath England	(01144)1638-52-2910	(01144)1638-52-3301	No	Yes	3-M-W-F
AF	FT9233	RAF Mildenhall Hard Stand Flight Kitchen	796	Mildenhall England	(01144)1638-54-3038	No Fax	No	Yes	3-M-W-F
AF	FT9527	Ramstein CDC #1	862	Ramstein Germany	(01149)6371-479276	(01149)6371-479278	No	Yes	3-M-W-F
AF	FT9529	Ramstein School Age Care	1003	Ramstein Germany	(01149)6371-476444	(01149)6371-473204	No	Yes	3-M-W-F
AF	FT9530	Vogelweh CDC	1029	Vogelweh Germany	(01149)631-536-6362	(01149)631-55856	No	Yes	3-M-W-F
AF	FT9531	Vogelweh School Age Care Kapaun	1028	Vogelweh Germany	(01149)0631-5366362	(01149)0631-5367122	No	Yes	3-M-W-F
AF	FT9532	Kapaun SAP	2785	Vogelweh Germany	(01149)0631-5366065	(01149)0631-5367122	No	Yes	3-M-W-F
AF	FT9533	Sembach CDC	83	Sembach Germany	(01149)06302-676265	(01149)06302-677615	No	Yes	3-M-W-F
AF	FT9536	Eifel East CDC Spangdahlem	457	Spangdahlem Germany	(01149)6565-5312	(01149)6565-5589	No	Yes	2-T-T
AF	FT9537	Eifel West CDC French Kaserne Bitburg	2001	Bitburg Germany	(01149)6565-61-9212	(01149)6565-61-9245	No	Yes	2-T-T
AF	FT9538	Spangdahlem Youth Activities	427	Spangdahlem Germany	(01149)6565-616238	(01149)6565-16704	No	Yes	2-T-T

Service	Customer		Bldg.	Location	Phone	Fax	Loading Dock	40 Ft Truck Access	Current Deliveries Per Week & Days
AF	FT9539	Mildenhall CDC	288	Mildenhall England	(01144)1638-54-2042	(01144)1638-71-2186	No	Yes	3-M-W-F
AF	FT9540	RAF Croughton CDC	150	Croughton England	(01144)1280-70-8420	(01144)1638-52-367	No	No	2-T-T
AF	FT9541	RAF Lakenheath CDC	659	Lakenheath England	(01144)1638-52-3285	(01144)1638-52-6155	No	Yes	3-M-W-F
AF	FT9542	RAF Lakenheath Youth Center	250	Lakenheath England	(01144)1638-52-3285	(01144)1638-52-6155	No	Yes	3-M-W-F
AF	FT9553	Geilenkirchen CDC	82	Geilenkirchen Germany	(01149)2451-63-2216	No FAX	No	Yes	1-THURS
AF	FT9205	Eagle Perch DFAC Volkel	10	Volkel Netherlands	(0031)4132-78241/7831	(0031)4132-72417	No	Yes	1-THURS
AF	FT9206	Limburg House	93	Kleine Brogel Belgium	(0032)1151-2412/9432	(0032)1163-4883	No	Yes	1-THURS
AF	FT9207	Eagle's Nest DFAC Buechel	513	Buechel Germany	(01149)6565-61-7334 X240	(01149)6565-61-7340	No	Yes	1-THURS
AF	FT9907	Tornato Tavern Buechel	354	Buechel Germany	(01149)267-8952249	(01149)2678-95-247	No	Yes	1-THURS
AR	BDF001	29th Support Group	3206	Kaiserlautern	(01149)6783-66236	(01149)6783-66953	No	Yes	3-M-W-F
AR	BDF002	HHC 2 nd BDE	8311	Smith Barracks, Baumholder	(1149)678-36-6627	(01149)6783-66953	Yes	Yes	3-M-W-F
AR	BDF004	Rhine Ordinance Barracks 5th Maint	163	HHC 29th SG, Kaiserlautern	(01149)6783-66236	(01149)6783-66953	Yes	Yes	3-M-W-F
AR	BDF005	1 / 94 FA	9008	Strassburg Kaserne,	(01149)6783-66236	(01149)6783-66953	No	Yes	3-M-W-F
AR	BDF007	191st Ordinance Company	1206	191ST ORD, Miesau	(01149)6783-66236	(01149)6783-66953	Yes	Yes	3-M-W-F
AR	BDF008	208th Finance Bn	1566	Spinelli Barracks, Mannheim	(01149)6783-66236	(01149)6783-66953	Yes	Yes	3-M-W-F
AR	BDF011	Patch Barracks DFAC	2345	Patch Barracks , Valhingen	(01149)6783-66236	(01149)6783-66953	No	Yes	3-M-W-F
AR	BDF012	Panzer Kaserne	2963	Panzer Consolidated, Boeblingen	(01149)6783-66236	(01149)6783-66953	Yes	Yes	3-M-W-F
AR	BDF013	28th Trans Bn	45	Coleman Barracks, Mannheim	(01149)6783-66236	(01149)6783-66953	No	Yes	3-M-W-F
AR	BDF014	44th Signal Bn	230	Sullivan Barracks, Mannheim	(01149)6783-66236	(01149)6783-66953	No	Yes	3-M-W-F
AR	BDF015	9th MP Detachment	1270	Coleman Barracks, Mannheim	(01149)6783-66236	(01149)6783-66953	Yes	Yes	3-M-W-F
AR	BDF016	Keyes DFAC	1	Campbell Barracks, Heidelberg	(01149)6783-66236	(01149)6783-66953	Yes	Yes	3-M-W-F

Service	Customer		Bldg.	Location	Phone	Fax	Loading Dock	40 Ft Truck Access	Current Deliveries Per Week & Days
AR	BDF017	26 th ASG	112	Patton Bks, Heidelberg	(01149)678-36-6236	(01149)678-36-6953	Yes	Yes	3-M-W-F
AR	BDF018	72nd CONS DFAC	331	Taylor Barracks, Mannheim	(01149)678-36-6236	(01149)678-36-6953	Yes	Yes	3-M-W-F
AR	DEXCDC	Dexheim CDC #1	6471	Anderson Barracks, Dexheim	(01149)6133-69-667	(01149)611-380-7312	Yes	No	3-M-W-F
AR	DEXSAS	Dexheim Youth Services	6472	Anderson Barracks, Dexheim	(01149)6133-69-643	(01149)611-380-7312	Yes	No	3-M-W-F
AR	G00005	409th BSB Grafenwoehr	3305	Camp Normandy, Grafenwoehr	(01149)932-130-5500	(01149)932-130-5974	No	No	3-M-W-F
AR	G00007	USAG Grafenwoehr DFAC	101	Gettysburg Ave, Grafenwoehr	(01149)932-130-5500	(01149)932-130-5974	Yes	Yes	3-M-W-F
AR	HCDC01	Hainerberg CDC 1	7875	Washington Strasse, Hainerberg	(01149)6114-08-0411	(01149)611-408-0312	No	No	3-M-W-F
AR	HCDC02	Hainerberg CDC 2	1501	Bldg 1501, WAAF	(01149)6114-08-0411	(01149)611-408-0312	No	No	3-M-W-F
AR	HDF002	1-4 Inf Regiment DFAC	857	Camp Mehlhaube	(01149)947-283-2825	(01149)947-283-2174	No	Yes	3-M-W-F
AR	HDF003	USAG Hohenfels DFAC	24	Camp Nainhof, Hohenfels	(01149)947-283-2431	(01149)947-283-2174	No	Yes	3-M-W-F
AR	HDF004	Pioneer Kaserne	12	Hanau	(01149)6181-88-8090	(01149)6181-88-8480	Yes	Yes	3-M-W-F
AR	HDF010	5/7th ADA DFAC	790	Underwood Kaserne, Hanau	(01149)6181-88-9385	(01149)6181-88-8480	Yes	Yes	3-M-W-F
AR	HDF012	32nd Signal Bn	4170	Kelly Barracks, Darmstadt	(01149)6151-69-6237	(01149)6181-88-8480	No	Yes	3-M-W-F
AR	HDF014	3rd COSCOM	1052	WAAF	(01149)611-705-5110	(01149)6181-88-8480	No	Yes	3-M-W-F
AR	HDF016	123rd MSB	6328	Anderson Brks, Dexheim	(01149)6783-66236	(01149)6783-66953			
AR	HYS001	Hainerberg Youth Services	7884	Mississippi Strasse, Hainerberg	(01149)6114-08-0411	(01149)611-408-0312	No	No	3-M-W-F
AR	KDF004	1-26th Inf DFAC	212	Ledward Barracks, Schweinfurt	(01149)932-130-5500	(01149)932-130-5974	No	Yes	3-M-W-F
AR	KDF007	7th Corp Support Warner DFAC	7339	Warner Barracks, Bamberg	(01149)932-130-5500	(01149)932-130-5974	No	Yes	3-M-W-F
AR	KDF008	4TH Cav DFAC	5814	Katterbach Kasern, Katterbach	(01149)932-130-5500	(01149)932-130-5974	Yes	Yes	3-M-W-F

Service	Customer		Bldg.	Location	Phone	Fax	Loading Dock	40 Ft Truck Access	Current Deliveries Per Week & Days
AR	KDF012	11TH AV 3rd DFAC	6628	Stock Barracks, Illesheim	(01149)932-130-5500	(01149)932-130-5974	Yes	Yes	3-M-W-F
AR	KDF013	1-18 Inf DFAC	167	Conn Barracks, Schweinfurt	(01149)932-130-5500	(01149)932-130-5974	No	Yes	3-M-W-F
AR	PK4F03	TISA Hohenfels	1188	Camp Albertshof	(01149)947-283-2825	(01149)947-283-2174	Yes	Yes	3-M-W-F
AR	PK4FSD	TISA Grafenwoehr Lager	295	Grafenwoehr Lager, Grafenwoehr	(01149)964-183-6150	(01149)964-188-7391	Yes	Yes	3-M-W-F
AR	PK4FVX	TISA Baumholder	8713	Smith Barracks, Baumholder	(1149)678-36-6627	(01149)6783-66953	Yes	Yes	3-M-W-F
AR	SASDRM	Darmstadt School Age Services	4441	Naock Strasse, Darmstadt	(01149)6151-69-6242	(01149)6151-951-8174	No	No	3-M-W-F
AR	SK4F03	TISA Hohenfels	1188	Camp Albertshof	(01149)947-283-2825	(01149)947-283-2174	Yes	Yes	3-M-W-F
AR	SK4FSD	Grafenwoeher TISA	295	Grafenwoehr Lager, Grafenwoehr	(01149)9641-83-6150	(01149)9641-88-7391	Yes	Yes	3-M-W-F
AR	SK4FVX	TISA Baumholder	8713	Smith Barracks, Baumholder	(01149)678-36-6627	(01149)678-36-6953	Yes	Yes	3-M-W-F
AR	V00006	HHT 2 nd Cav Reg	603	Old Iron Street, Vilseck	(01149)932-130-5500	(01149)932-130-5974	Yes	Yes	3-M-W-F
AR	W81ECC	TISA Hanau	605	Grossauheim Kaserne, Hanau	(01149)6181-88-8136	(01149)6181-88-8480	Yes	Yes	3-M-W-F
AR	W81J7T	TISA Hohenfels	24	Camp Nainhof, Hohenfels	(01149)947-283-2431	(01149)947-283-2174	No	Yes	
AR	W81P4Y	HHQ 2ND STRYKER CAV	612	Vilseck, GE	(01149)641-83-6150	(01149)9321-305-974	Yes	Yes	As needed
AR	W81RKF	1-4 INF REGIMENT DFAC	857	Camp Mehlaube	(01149)947-283-2825	(01149)947-283-2174	No	Yes	
AR	W81RXW	409TH BSB DFAC	101	Gragenwoehr, GE	(01149)641-83-6150	(01149)9641-88-7391	Yes	Yes	As needed
AR	WAACDC	WAAF CDC	1502	Lucas Strasse, Wiesbaden	(01149)6114-08-0411	(01149)611-408-0312	No	No	3-M-W-F
AR	WHWDLB	HEIDELBERG HOSPITAL	3617	Karlsruher-Strasse, Heidelberg	(01149)6221-17-2747	(01149)6221-17-2941	Yes	Yes	
AR	WK4F2G	Darmstadt CDC	4413	Gebauder Lincoln Village, Darmstadt	(01149)6151-69-6579	(01149)6151-951-8174	No	No	3-M-W-F
AR	WK4GBY	21st TSC (200th MMC)	234	Am Open Kreisel, Kaiserslautern	(01149)631-413-8577	(01149)631-413-8092	Yes	Yes	As Needed

Service	Customer		Bldg.	Location	Phone	Fax	Loading Dock	40 Ft Truck Access	Current Deliveries Per Week & Days
AR	WK4NKT	Heidelberg Hospital	3617	Karlsruher-Strasse, Heidelberg	(01149)6221-17-2747	(01149)6221-17-2941	Yes	Yes	3-M-W-F
AR	WK4NKV	Landstuhl Hospital	3775	Landstuhl	(01149)6371-86-6192	(01149)6371-86-6192	Yes	Yes	3-M-W-F
AR	WK4T85	1-10th SFG(A)	2968	Panzer Kaserne	(01149)7031-15-2736	(01149)631-413-8092/8579	Yes	Yes	As Needed
AR	WK4US1	Baumholder CDC	8729	Baumholder CDC	(01149)678-36-6568		Yes	Yes	3-M-W-F
AR	WLANDS	Landstuhl Hospital	3775	Landstuhl, GE	(01149)6371-86-7186	(01149)6371-86-6192	Yes	Yes	As needed
CIV	UY0304	Air Rep Germany Hahn	1355	Hahn Flughafen	(01149)654-350-8758	(01149)654-350-8758	Yes	Yes	2-T-T

Non-Appropriated Funds

Service	Customer		Bldg.	Location	Phone	Fax	Loading Dock	40 Ft Truck Access	Current Deliveries Per Week & Days
AF	FT9912	Menwith Hill Central Whse (NAF)	32	Menwith Hill England	(01144)1423-777828	(01144)1423-777104	Yes	Yes	2-T-T
AF	FT9913	RAF Croughton Central Whse (NAF)	153	RAF Croughton England	(01144)1869-708121	(01144)1869-708676	Yes	Yes	2-T-T
AF	FT9914	RAF Alconbury Central Whse (NAF)	560	RAF Alconbury England	(01144)1480-823566	(01144)1480-823001	Yes	Yes	2-T-T
AF	FT9915	RAF Lakenheath Whse (NAF)	1508	RAF Lakenheath England	(01144)1638-521787	(01144)1638-526054	Yes	Yes	2-T-T
AF	FT9916	RAF Fairford Central Whse (NAF)	165	RAF Fairford England	(01144)1285-714161	(01144)1285-714025	Yes	Yes	2-T-T

Zone III, Central Asia

Service	Customer		Bldg.	Location	Phone	Fax	Loading Dock	40 Ft Truck Access	Current Deliveries Per Week & Days
AF	FT9290	Manas DFAC		Bishkek, Kyrgyzstan	DSN: 318-441-0516	DSN: 318-441-5643	Yes	Yes	3-M-W-F
AF	FT9291	Trailer 95X001, Civ Park Ramp		Dushanbe, Tajikistan	DSN: 318 434 9561		No	No	As Needed
DOS	19L2AE	US Embassy Astana (Chancery)		Astana, Kazakhstan	7 (3172) 70-21-00	(3172) 34-08-90	No	No	As Needed
DOS	SD0388	US Embassy Tashkent		Tashkent, Uzbekistan	(998) (71) 120 5450	(998) (71) 120 6335	No	No	As Needed
DOS	SD0414	US Embassy Bishkek		Bishkek, Kyrgyzstan	(996-312) 551-241	(996-312) 551-264	No	No	As Needed