

| | | | | | | | |
|---|--|---|--|--|--|--|--|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30 | | | | 1. REQUISITION NUMBER 1000216433 | | PAGE 1 OF 190 | |
| 2. CONTRACT NO. SPE300-26-D-4004 | | 3. AWARD/EFFECTIVE DATE 2026 APR 30 | | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER SPE300-26-R-0015 | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME | | | | 8. OFFER DUE DATE/ LOCAL TIME 2025 DEC 09 | |
| | | b. TELEPHONE NUMBER (No collect calls) | | | | | |
| 9. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Local Admin: GWEN GARCIA DGG0042 Tel: DSN392-737-7444 Email: GWEN.B.GARCIA@DLA.MIL | | CODE SPE300 | | 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) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 311991 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD: 700 | | | |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE | | 12. DISCOUNT TERMS Net 10 days | | <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | 13b. RATING | |
| 15. DELIVER TO SEE SCHEDULE | | CODE | | 16. ADMINISTERED BY SEE BLOCK 9 Criticality: PAS : None | | | |
| 17a. CONTRACTOR/ OFFEROR EFS EBREX SARL DBA EBREX FOOD SERVICES SARL RUE DE LA CITE 1 CH-1204 GENEVE | | CODE SH276 | | FACILITY CODE | | 18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA | |
| TELEPHONE NO. 0041223184360 | | 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/> | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM | | | |
| 19. ITEM NO. | | 20. SCHEDULE OF SUPPLIES/SERVICES | | 21. QUANTITY | | 22. UNIT | |
| | | The contract shall be for a term of 12 months, with one pricing tier. The tier will be inclusive of an up to two-month ramp up period followed by, at least, a 10-month performance period. The period of performance shall be from April 30, 2026, through April 29, 2027. | | | | | |
| | | | | | | 23. UNIT PRICE | |
| | | | | | | 24. AMOUNT | |
| 25. ACCOUNTING AND APPROPRIATION DATA | | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$48,000,000.00 | |
| <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. | | | |
| <input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED | | | | <input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. SPE30026R0015 OFFER DATED 2026-Apr-09. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH, HEREIN IS ACCEPTED AS TO ITEMS: ALL | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | | |
| 30b. NAME AND TITLE OF SIGNER (Type or Print) Roger Smith, CEO | | 30c. DATE SIGNED April 30, 2026 | | 31b. NAME OF CONTRACTING OFFICER (Type or Print) Gwen Garcia, Contracting Officer | | 31c. DATE SIGNED April 30, 2026 | |

SF1449 – CONTINUATION SHEET

| TABLE OF CONTENTS | | Page |
|---|---|-------------|
| CAUTION NOTICES | | |
| Contractor Code of Business Ethics | | 5 |
| System for Award Management (SAM) Requirements | | 5 |
| CONTRACT CLAUSES | | |
| 52.212-4 | Contract Terms and Conditions – Commercial Products and Commercial Services (by reference, see SF 1449, Block 27a) | 6 |
| Addendum to 52.212-4 | | 11 |
| 52.212-5 | Contract Terms and Condition Required to Implement Statutes or Executive Order – Commercial Products and Services (MAR 2025) (DEVIATION 2025-O0003) AND (MAR 2025) (DEVIATION 2025-O0004) | 14 |
| Addendum Containing Clauses in Full Text | | 23 |
| 52.216-18 | Ordering FAR (AUG 2020) | 23 |
| 52.216-19 | Order Limitations FAR (OCT 1995) | 24 |
| 52.216-22 | Indefinite Quantity FAR (OCT 1995) | 24 |
| 252.204-7009 | Limitations on the Use and Disclosure of Third-Party Contractor Reported Cyber Incident Information DFARS (JAN 2024) | 25 |
| 252.229-7001 | Tax Relief – Basic DFARS (APR 2020) | 26 |
| 252.243-7002 | Requests for Equitable Adjustment DFARS (DEC 2022) | 27 |
| 52.252-2 | Clauses Incorporated by Reference (FEB 1998) | 28 |
| PROCUREMENT NOTES | | |
| C03 | Contractor Retention of Supply Chain Traceability Documentation (JUN 2023) | 30 |
| C08 | Tailored Logistics Support Purchasing Reviews (FEB 2017) | 31 |
| H14 | Contractor Personnel Security Requirements (DEC 2021) | 32 |
| L01 | Electronic Award Transmission (JUN 2020) | 37 |
| L02 | Electronic Order Transmission (JUN 2020) | 37 |
| L06 | Agency Protests (DEC 2016) | 38 |
| L09 | Reverse Auction (OCT 2016) | 38 |
| Federal Food, Drug and Cosmetic Act - Wholesale Meat Act | | 39 |
| Food and Drug Administration (FDA) Compliance - DLA Troop Support Medical and Subsistence | | 40 |
| STATEMENT OF WORK | | |
| I. Introduction | | 41 |
| II. Estimated Value/Guaranteed Minimum/Maximum Quantity | | 42 |
| III. Contract Implementation Phase | | 42 |
| A. Contract Implementation Phase – Ramp Up | | 42 |
| B. Contract Transition Out – Ramp Down | | 43 |

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

| | |
|---|----|
| IV. Product Sourcing and Pricing | 44 |
| A. Price Definitions and Provisions | 44 |
| Procurement Note: TS16-26 Economic Price Adjustment – Actual Material Costs for DLA Troop Support - Subsistence Product Price Business Model (JUN 2017) | 44 |
| B. Distribution Categories | 50 |
| C. Domestic Item Preference | 51 |
| D. Local Market Ready Items | 52 |
| E. Brand Name Items | 52 |
| F. National Contracts | 53 |
| G. Mandatory Items (Mandatory Food Products and Non-Food Items) | 53 |
| H. National Allowance Program Agreement (NAPA) | 55 |
| I. Rebates/Discounts and Price-Related Provisions | 58 |
| J. Item Availability | 60 |
| K. Surge and Sustainment | 60 |
| L. Disposal of Products | 61 |
| M. Non-Competition/Non-Solicitation | 62 |
| V. Transportation | 62 |
| A. Best Services | 62 |
| B. Insurance/Liability and Claims | 67 |
| C. Prime Vendor Responsibilities Regarding Transportation | 69 |
| D. Government Responsibilities Regarding Transportation | 70 |
| E. Vehicle Transportation | 70 |
| F. Safety of Life at Sea (SOLAS) | 70 |
| G. Airlifts | 72 |
| H. Direct Vendor Deliveries Within Puerto Rico | 72 |
| I. Overland Transport of Product in Support of Aerial Ports of Debarkation and Sea Ports of Debarkation (APOD/SPOD) and Port to Port Shipments | 73 |
| J. Prime Vendor Product Transfer | 73 |
| VI. International Agreements, Workers' Compensation Insurance, and Interpretations/Translations | 74 |
| A. Workers Compensation Insurance | 74 |
| B. Interpretations/Translations | 74 |
| VII. Inventory, Warehouse Management and Office Space | 75 |
| A. Warehouse Management | 75 |
| B. Breaking Cases | 76 |
| VIII. Security Measures / Force Protection and Theater Support | 76 |
| A. Security Measures / Force Protection | 77 |
| B. Cybersecurity Requirements | 79 |
| C. Theater Support | 80 |
| D. Contingency Operations | 86 |
| IX. Quality Control, Quality Assurance and Inspections | 86 |
| A. Product Quality | 86 |
| B. Product Sanitarily Approved Source Requirements | 90 |
| C. Warranties | 93 |
| D. Quality Program | 94 |
| E. Quality Systems Management Visits and Audits | 95 |

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

| | |
|--|------------|
| F. Warehousing and Sanitation Program/Stored Product Pest Management | 102 |
| G. Delivery Temperatures, Shipping and Storage Requirements | 102 |
| H. Rejection Procedures | 103 |
| I. Authorized Returns | 103 |
| J. Short Shipments and Shipping Errors | 104 |
| K. U.S. ARMY Medical Department Army Public Health Center Inspectors and Inspections | 104 |
| L. Military Inspection at Destination | 105 |
| X. Packaging, Packing and Labeling | 106 |
| XI. Markings | 109 |
| XII. Palletization | 111 |
| XIII. Customers | 112 |
| XIV. Delivery, Title, Orders, and Order Fill Rates | 113 |
| A. Customer Deliveries | 113 |
| B. Title | 115 |
| C. Ordering System – Subsistence Total Order and Receipt Electronic System (STORES) | 115 |
| D. Order Placement | 117 |
| E. Order Cancellation | 117 |
| F. Holidays | 117 |
| G. Emergency Orders | 117 |
| H. Order Fill or Substitution Policy | 118 |
| I. New Items | 118 |
| J. Fill Rates/Substitutions/Exceptions | 122 |
| XV. Contract Authority, Administration, In-Process Reviews, Invoices, Payments, Reports, and Prime Vendor 832 Catalogs | 126 |
| A. Contracting Authority | 126 |
| B. Administration | 127 |
| C. In-Process Reviews | 127 |
| D. Notice to Contractors | 127 |
| E. Contractor Performance Assessment Reporting System | 128 |
| F. Invoicing | 129 |
| G. Payments | 130 |
| H. Management Reports | 131 |
| I. Catalog Order Guide | 134 |
| J. Key Management Personnel | 135 |
| K. Prime Vendor 832 Catalogs | 135 |
| L. Other Considerations | 135 |
| AWARDED DISTIBUTION PRICES | 136 |
| AWARDED CATALOG ITEM PRICES | 137 |
| STORES EDI IMPLMENTATION GUIDELINES | 142 |

NOTE: Solicitation SPE300-26-R-0015, to include solicitation amendments 0001 through 0003, are incorporated into this contract document. Certain solicitation clauses and procurement language may have been updated as reflected below. The EFS Ebrex Sarl final offer dated April 9, 2026, which is being accepted by the Government to form this contract, is incorporated by reference into this contract. In addition, EFS Ebrex Sarl is required to complete its transition in accordance with its proposal submissions.

CONTRACTOR CODE OF BUSINESS ETHICS DLA TROOP SUPPORT

FAR Part 3.1002(a) requires all government contractors to conduct themselves with the highest degree of integrity and honesty. Contractors should have a written code of business ethics and conduct within thirty days of award. To promote compliance with such a code of business ethics and conduct, contractors should have an employee business ethics and compliance training program that facilitates timely discovery and disclosure of improper conduct in connection with government contracts and ensures corrective measures are promptly instituted and carried out. A contractor may be suspended and/or debarred for knowing failure by a principal to timely disclose to the Government, in connection with the award, performance, or closeout of a government contract performed by the contractor or a subcontract awarded there under, credible evidence of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code or a violation of the False Claims Act (31 U.S.C. 3729-3733).

If this solicitation or contract includes FAR clause 52.203-13 - CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT; the contractor shall comply with the terms of the clause and have a written code of business ethics and conduct; exercise due diligence to prevent and detect criminal conduct; promote ethical conduct and a commitment to compliance with the law within their organization; and timely report any violations of federal criminal law involving fraud, conflict of interest, bribery or gratuity violations found in title 18 of the United States Code or any violations of the False Claims Act. (31 U.S.C. 3729-3733). When FAR 52.203-13 is included in the contract, contractors must provide a copy of its written code of business ethics and conduct to the contracting officer upon request by the contracting officer.

CAUTION NOTICE System for Award Management (SAM) Requirements

FAR provision 52.204-7 requires that offerors be registered in System for Award Management (SAM) when submitting an offer and at time of award. Failure to be registered in SAM will render the offeror's proposal unacceptable for award.

| |
|--|
| 52.212-4 Contract Terms and Conditions - Commercial Products and Commercial Services (Nov 2023) |
|--|

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

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

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

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

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract. (e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

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

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

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

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

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

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

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

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

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

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

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

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

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

- (A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (B) Affected contract number and delivery order number, if applicable;
- (C) Affected line item or subline item, if applicable; and
- (D) Contractor point of contact.

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

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

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

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

- (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
- (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
- (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

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

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

(A) The date fixed under this contract.

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

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

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

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

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

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

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

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

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

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

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

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

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

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

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

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

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

(t) [Reserved]

(u) Unauthorized Obligations. (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- (i) Any such clause is unenforceable against the Government.
- (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
- (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

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

(End of clause)

| |
|---|
| ADDENDUM TO FAR 52.212-4 – Contract Terms and Conditions – Commercial Products and Commercial Services |
|---|

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 Government receiving official. See Statement of Work, Military Inspection at Destination.”

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

(c) *Changes*.

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

(2) The Contracting Officer may at 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.

3. Paragraph (m), *Termination for cause*, is deleted in its entirety and replaced with 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 \$1350.00 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. If it is determined that the Government improperly terminated this contract for default, 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 contractor, supplier or manufacturer, the contractor should follow the procedures as outlined below:

(1) Immediately notify the following personnel:

- (i) Customers that have received the recalled product

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

- (ii) DLA Troop Support Contracting Officer
- (iii) DLA Troop Support Integrated Supply Team (IST) Chief
- (iv) DLA Troop Support Contract Specialist
- (v) DLA Troop Support Tailored Vendor Logistic Specialist
- (vi) DLA Troop Support Consumer Safety Officer

(2) Provide the following information to the DLA Troop Support Consumer Safety Officer:

- (i) Reason for recall
- (ii) Level of recall, i.e. Type I, II or III
- (iii) Description of product, including specific manufacturer's lot numbers
- (iv) Amount of product
- (v) List of customers that have received product
- (vi) Name and phone number of responsible person (Recall Coordinator)

(3) The Prime Vendor should provide a Final Status Report of Recall, when completed, to the DLA Troop Support Consumer Safety Officer”.

(4) The supplies furnished under the resultant contract(s) shall be covered by the most favorable commercial warranties that the contractor gives to any customer. The supplies and the rights and remedies provided therein are in addition to, and do not limit, any rights afforded to the Government by Clause 52.212-4(o) “Warranty”, “Contract Terms and Conditions- Commercial Products and Commercial Services” and any addendum contained in the solicitation.

5. Paragraph (s), *Order of precedence* is revised to add the following:

- (a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in its Technical Proposal in response to this solicitation.
- (b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (10) of the clause, following "the specification" in the order of precedence.

6. Paragraph (t), System for Award Management (SAM) is revised to add the following:

(5) Definitions.

“System for Award Management (SAM) 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 SAM 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 SAM Database” means that –

- (a) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 numbers, into the CCR database;
- (b) The Contractor’s CAGE code is in the CCR database; and
- (c) The Government has validated all mandatory data fields and has marked the records “Active”.

(End of text)

| |
|--|
| 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Products and Commercial Services FAR (MAR 2025) (DEVIATION 2025-O0003) AND (MAR 2025) (DEVIATION 2025-O0004) |
|--|

(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 products and commercial services:

- (1) **52.203-19**, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) **52.204-23**, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).
- (3) **52.204-25**, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) **52.209-10**, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) **52.232-40**, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C.3903 and 10 U.S.C. 3801)

(6) **52.233-3**, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) **52.233-4**, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(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 products and commercial services:
[Contracting Officer check as appropriate.]

(1) **52.203-6**, Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) **52.203-13**, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(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) **52.203-17**, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community – See FAR 3.900(a).

(5) **52.204-10**, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(6) [Reserved]

(7) **52.204-14**, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) **52.204-15**, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

(9) **52.204-27**, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-238).

(10) **52.204-28**, Federal Acquisition Supply Chain Act Orders – Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-agency contracts (DEC 2023) (Pub. L. 115-390, title II).

(11)(i) **52.204-30**, Federal Acquisition Supply Chain Act Orders – Prohibition (DEC 2023) (Pub. L. 115-390, title II).

 (ii) Alternate I (DEC 2023) of 52.204-30

 X (12) **52.209-6**, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment, or Voluntarily Excluded. (JAN 2025) (31 U.S.C. 6101 note).

 X (13) **52.209-9**, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

 (14) [Reserved]

 (15) **52.219-3**, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

 (16) **52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

 (17) [Reserved]

 (18)(i) **52.219-6**, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

 (ii) Alternate I (MAR 2020) of 52.219-6.

 (19)(i) **52.219-7**, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

 (ii) *Alternate I* (MAR 2020) of 52.219-7.

 X (20) **52.219-8**, Utilization of Small Business Concerns (JAN 2025) (15 U.S.C. 637(d)(2) and (3)).

 X (21)(i) **52.219-9**, Small Business Subcontracting Plan (JAN 2025) (15 U.S.C. 637(d)(4)).

 (ii) Alternate I (NOV 2016) of 52.219-9.

 X (iii) Alternate II (NOV 2016) of 52.219-9.

 (iv) Alternate III (JAN 2025) of 52.219-9.

 (v) Alternate IV (JAN 2025) of 52.219-9.

 (22) **52.219-13**, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

 Alternate I (MAR 2020) OF 52.219-13.

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

 (23) **52.219-14**, Limitations on Subcontracting, Class Deviation 2021-O0008 (FEB 2023) (15 U.S.C. 637(a)(14)).

 X (24) **52.219-16**, Liquidated Damages – Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)002E).

 (25) **52.219-27**, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).

 X (26)(i) **52.219-28**, Post Award Small Business Program Representation (JAN 2025) (15 U.S.C. 632(a)(2))

 (ii) Alternate I (MAR 2020) of 52.219-28.

 (27) **52.219-29**, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

 (28) **52.219-30**, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).

 (29) **52.219-32**, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

 (30) **52.219-33**, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).

 X (31) **52.222-3**, Convict Labor (JUN 2003) (E.O. 11755).

 X (32) **52.222-19**, Child Labor – Cooperation with Authorities and Remedies (JAN 2025) (E.O. 13126).

 (33) [Reserved] (Deviation 2025-O0003) (MAR 2025)

 (34) [Reserved] (Deviation 2025-O0003) (MAR 2025)

 X (35)(i) **52.222-35**, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

 (ii) Alternate I (JUL 2014) of 52.222-35.

 X (36)(i) **52.222-36**, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

 (ii) Alternate I (JUL 2014) of 52.222-36.

 X (37) **52.222-37**, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

X (38) **52.222-40**, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (39)(i) **52.222-50**, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

__ (ii) *Alternate I* (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

__ (40) **52.222-54**, Employment Eligibility Verification (JAN 2025) (E.O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in 22.1803.)

__ (41)(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.)

__ (42) **52.223-11**, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024) (42 U.S.C. 7671, et seq.).

__ (43) **52.223-12**, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MAY 2024) (42 U.S.C. 7671, et seq.).

__ (44) **52.223-20**, Aerosols (MAY 2024) (42 U.S.C. 7671, et seq.).

__ (45) **52.223-21**, Foams (MAY 2024) (42 U.S.C. 7671, et seq.).

__ (46) **52.223-23**, Sustainable Products and Services (Deviation 2025-O0004) (MAR 2025) (7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671).

__ (47)(i) **52.224-3**, Privacy Training (JAN 2017) (5 U.S.C. 552a).

__ (ii) *Alternate I* (JAN 2017) of 52.224-3.

X (48)(i) **52.225-1**, Buy American – Supplies (OCT 2022) (41 U.S.C. chapter 83).

__ (ii) *Alternate I* (Oct 2022) of 52.225-1.

__ (49)(i) **52.225-3**, Buy American – Free Trade Agreements – Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

__ (ii) *Alternate I* [Reserved].

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

- (iii) Alternate II (JAN 2025) of 52.225-3.
- (iv) Alternate III (FEB 2024) of 52.225-3.
- (v) Alternate IV (OCT 2022 of 52.225-3.
- (50) **52.225-5**, Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (51) **52.225-13**, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (52) **52.225-26**, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. subtitle A, Part V, Subpart G Note).
- (53) **52.226-4**, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- (54) **52.226-5**, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- (55) **52.226-8**, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).
- (56) **52.229-12**, Tax on Certain Foreign Procurements (Feb 2021).
- (57) **52.232-29**, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C.4505, 10 U.S.C. 3805).
- (58) **52.232-30**, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
- (59) **52.232-33**, Payment by Electronic Funds Transfer – System for Award Management (OCT 2018) (31 U.S.C. 3332).
- (60) **52.232-34**, Payment by Electronic Funds Transfer – Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).
- (61) **52.232-36**, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- (62) **52.239-1**, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- (63) **52.240-1**, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
- (64) **52.242-5**, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).

X (65)(i) **52.247-64**, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

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

___ (iii) Alternate II (NOV 2021) 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 products and commercial services: [Contracting Officer check as appropriate.]

___ (1) **52.222-41**, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

___ (2) **52.222-42**, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (3) **52.222-43**, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) **52.222-44**, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (5) **52.222-51**, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

___ (6) **52.222-53**, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

___ (7) **52.222-55**, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

___ (8) **52.222-62**, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

___ (9) **52.226-6**, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

___ (10) **52.247-69**, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (JAN 2025) (49 U.S.C. 40118(g)).

(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, as defined in FAR 2.101, on the date of award of this contract, 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 products or commercial services. 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 (NOV 2021) (41 U.S.C. 3509).
- (ii) **52.207-17**, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712).
- (iii) **52.203-19**, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iv) **52.204-23**, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).
- (v) **52.204-25**, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (vi) **52.204-27**, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).
- (vii) (A) **52.204-30**, Federal Acquisition Supply Chain Security Act Orders – Prohibition. (DEC 2023) (Pub. L. 115-390, title II).

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

(B) Alternate I (Dec 2023) of 52.204–30.

(viii) **52.219-8**, Utilization of Small Business Concerns (JAN 2025) (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 the applicable threshold specified in FAR 19.702(a) pm date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) [Reserved] (Deviation 2025-O0003) (MAR 2025)

(x) [Reserved] (Deviation 2025-O0003) (MAR 2025)

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

(xii) **52.222-36**, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(xiii) **52.222-37**, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xiv) **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.

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

(xvi) (A) **52.222-50**, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

(xix) **52.222-54**, Employment Eligibility Verification (JAN 2025) (E. O. 12989).

(xx) **52.222-55**, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xxi) **52.222-62**, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

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

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

(xxiii) **52.225-26**, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxiv) **52.226-6**, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) **52.232-40**, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) **52.240-1**, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxvii) **52.247-64**, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Addendum

The following additional clauses are set forth in full text:

| |
|--|
| 52.216-18 Ordering FAR (AUG 2020) |
|--|

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from first day of the contract through the last day of the contract.

(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) A delivery order or task order is considered "issued" when –

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either –

- (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
- (ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

| |
|---|
| 52.216-19 Order Limitations FAR (OCT 1995) |
|---|

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$250, 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 ___N/A___ [*insert dollar figure or quantity*];
- (2) Any order for a combination of items in excess of ___N/A___ [*insert dollar figure or quantity*]; or
- (3) A series of orders from the same ordering office within ___N/A___ 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 ___N/A___ 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.

(End of clause)

| |
|---|
| 52.216-22 Indefinite Quantity FAR (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 last Required Delivery Date (RDD) from orders placed through the last day of the contract.

(End of clause)

252.204-7009 Limitations on the Use and Disclosure of Third-Party Contractor Reported Cyber Incident Information DFARS (JAN 2024)

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

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered defense information” means unclassified controlled technical information or other information (as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>) that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is—

- (1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or
- (2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Other Than Commercial Products and Commercial Services, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Restrictions.* The Contractor agrees that the following conditions apply to any information it receives or creates in the performance of this contract that is information obtained from a third-party’s reporting of a cyber incident pursuant to DFARS clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (or derived from such information obtained under that clause):

- (1) The Contractor shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the Government in support of the Government’s activities related to clause 252.204-7012, and shall not be used for any other purpose.
- (2) The Contractor shall protect the information against unauthorized release or disclosure.
- (3) The Contractor shall ensure that its employees are subject to use and nondisclosure obligations consistent with this clause prior to the employees being provided access to or use of the information.
- (4) The third-party contractor that reported the cyber incident is a third-party beneficiary of the nondisclosure agreement between the Government and Contractor, as required by paragraph (b)(3) of this clause.
- (5) A breach of these obligations or restrictions may subject the Contractor to—
 - (i) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and
 - (ii) Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third-party beneficiary of this clause.

(c) *Subcontracts.* The Contractor shall include this clause, including this paragraph (c), in subcontracts, or similar contractual instruments, for services that include support for the Government’s activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items, without alteration, except to identify the parties.

(End of clause)

| |
|---|
| 252.229-7001 Tax Relief – Basic DFARS (APR 2020) |
|---|

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor’s government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: ___(Offeror Insert)___ RATE (PERCENTAGE): ___(Offeror Insert)___

(b) Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available. The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

| |
|--|
| 252.243-7002 Requests for Equitable Adjustment DFARS (DEC 2022) |
|--|

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 3862(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

| | |
|--|--|
| I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief. | |
| Official's Name | |
| Title | |

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including –

- (1) Certified cost or pricing data, if required, in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and
- (2) Data other than certified cost or pricing data, in accordance with subsection 215.403-5 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to –

- (1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustments under an incentive provision of the contract.

(End of clause)

| |
|--|
| 52.252-2 Clauses Incorporated By Reference (FEB 1998) |
|--|

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

- FAR: <https://www.acquisition.gov/browse/index/far>
- DFARS: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>
- DLAD: <https://www.acquisition.gov/dlad>

The following additional clauses are incorporated by reference:

| CLAUSE NUMBER | TITLE/ DATE |
|---------------|--|
| 252.201-7000 | Contracting Officer’s Representative DFARS (DEC 1991) |
| 52.203-3 | Gratuities FAR (APR 1984) |
| 252.203-7000 | Requirements Relating to Compensation of Former DOD Officials DFARS (SEP 2011) |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights DFARS (DEC 2022) |
| 252.203-7003 | Agency Office of the Inspector General DFARS (AUG 2019) |
| 52.204-7 | System for Award Management FAR (NOV 2024) |
| 52.204-9 | Personal Identity Verification of Contractor Personnel FAR (JAN 2011) |
| 52.204-13 | System for Award Management Maintenance FAR (OCT 2018) |
| 52.204-16 | Commercial and Government Entity Code Reporting FAR (AUG 2020) |
| 52.204-17 | Ownership or Control of Offeror FAR (AUG 2020) |
| 52.204-18 | Commercial and Government Entity Code Maintenance FAR (AUG 2020) |
| 52.204-19 | Incorporation by Reference of Representations and Certifications FAR (DEC 2014) |
| 52.204-20 | Predecessor of Offeror FAR (AUG 2020) |
| 252.204-7003 | Control of Government Personnel Work Product DFARS (APR 1992) |
| 252.204-7004 | Level I Antiterrorism Awareness Training for Contractors DFARS (JAN 2023) |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting DFARS (MAY 2024) |
| 252.204-7015 | Notice of Authorized Disclosure of Information for Litigation Support DFARS (JAN 2023) |
| 252.204-7016 | Covered Defense Telecommunications Equipment or Services – Representation DFARS (DEC 2019) |
| 252.204-7017 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation DFARS (MAY 2021) |
| 252.204-7018 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services DFARS (JAN 2023) |
| 252.204-7019 | Notice Of NIST SP 800-171 DoD Assessment Requirements DFARS (NOV 2023) |

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

| CLAUSE NUMBER | TITLE/ DATE |
|----------------------|--|
| 252.204-7020 | NIST SP 800-171 DoD Assessment Requirements DFARS (NOV 2023) |
| 252.205-7000 | Provision of Information to Cooperative Agreement Holders DFARS (JUN 2023) |
| 52.208-9 | Contractor Use of Mandatory Sources of Supply or Services FAR (MAY 2014) |
| 252.209-7004 | Subcontracting with Firms that are Owned or Controlled by the Government of a Country That is a State Sponsor of Terrorism DFARS (MAY 2019) |
| 52.211-17 | Delivery of Excess Quantities FAR (SEPT 1989) |
| 52.212-1 | Instructions to Offerors -- Commercial Products and Commercial Services FAR (SEP 2023) |
| 52.212-2 | Evaluation -- Commercial Products and Commercial Services FAR (NOV 2021) |
| 252.215-7010 | Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (MAY 2024) |
| 252.219-7003 | Small Business Subcontracting Plan (DoD Contracts) – Basic (DEC 2019) DFARS |
| 52.222-56 | Certification Regarding Trafficking in Persons Compliance Plan FAR (OCT 2020) |
| 52.225-14 | Inconsistency Between English Version and Translation of Contract FAR (FEB 2000) |
| 52.225-25 | Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification FAR (JUN 2020) |
| 252.225-7001 | Buy American and Balance of Payments Program DFARS (FEB 2024) |
| 252.225-7002 | Qualifying Country Sources as Subcontractors DFARS (MAR 2022) |
| 252.225-7005 | Identification of Expenditures in the United States DFARS (JUN 2005) |
| 252.225-7012 | Preference for Certain Domestic Commodities DFARS (APR 2022) |
| 252.225-7040 | Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States DFARS (AUG 2025) |
| 252.225-7041 | Correspondence in English DFARS (JUN 1997) |
| 252.225-7042 | Authorization to Perform DFARS (APR 2003) |
| 252.225-7043 | Antiterrorism/Force Protection for Defense Contractors Outside the United States DFAR (JUN 2015) |
| 252.225-7048 | Export-Controlled Items DFARS (JUN 2013) |
| 252.225-7059 | Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region—Representation DFARS (JUN 2023) |
| 252.225-7060 | Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region DFARS (JUN 2023) |
| 252.226-7001 | Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns DFARS (JAN 2023) |
| 52.228-3 | Workers' Compensation Insurance (Defense Base Act) FAR (JUL 2014) |
| 52.229-6 | Taxes -- Foreign Fixed-Price Contracts FAR (FEB 2013) |
| 252.229-7000 | Invoices Exclusive of Taxes or Duties DFARS (JUN 1997) |
| 52.232-17 | Interest FAR (MAY 2014) |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports DFARS (DEC 2018) |
| 252.232-7008 | Assignment of Claims (Overseas) DFARS (JUN 1997) |
| 252.232-7010 | Levies on Contract Payments DFARS (DEC 2006) |
| 52.233-2 | Service of Protest FAR (SEP 2006) |
| 252.233-7001 | Choice of Law (Overseas) DFARS (JUN 1997) |

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

| CLAUSE NUMBER | TITLE/ DATE |
|---------------|--|
| 252.237-7010 | Prohibition on Interrogation of Detainees by Contractor Personnel DFARS (JAN 2023) |
| 252.237-7019 | Training for Contractor Personnel Interacting with Detainees DFAR (JAN 2023) |
| 52.242-13 | Bankruptcy FAR (JUL 1995) |
| 52.242-15 | Stop-Work Order FAR (AUG 1989) |
| 252.243-7001 | Pricing of Contract Modifications DFARS (DEC 1991) |
| 52.245-1 | Government Property FAR (SEP 2021) |
| 52.245-9 | Use and Charges FAR (APR 2012) |
| 252.245-7003 | Contractor Property Management System Administration DFARS (JAN 2025) |
| 252.245-7005 | Management and Reporting of Government Property DFARS (JAN 2024) |
| 252.246-7004 | Safety of Facilities, Infrastructure, and Equipment for Military Operations DFARS (OCT 2010) |
| 52.247-29 | F.O.B. Origin FAR (FEB 2006) |
| 52.247-34 | F.O.B. Destination FAR (JAN 1991) |
| 252.247-7023 | Transportation of Supplies by Sea DFAR (OCT 2024) |
| 52.251-1 | Government Supply Sources FAR (APR 2012) |
| 252.251-7000 | Ordering From Government Supply Sources DFARS (AUG 2012) |
| 52.252-6 | Authorized Deviation in Clauses (Apr 1984) FAR |
| 52.253-1 | Computer Generated Forms FAR (JAN 1991) |

In addition to the clauses listed in paragraph (e) of FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items, 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:

DFARS 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JAN 2023)
DFARS 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JAN 2023)
DFARS 252.247-7023, Transportation of Supplies by Sea (JAN 2023)

Procurement Note: C03 Contractor Retention of Supply Chain Traceability Documentation (JUN 2023)

(1) By submitting a quotation or offer, the contractor is confirming it currently has, or will obtain before delivery, and shall retain supply chain traceability documentation, as described in paragraph (2) of this procurement note, demonstrating the item conforms to the technical requirements, and, for part numbered items, is from an approved manufacturer.

(2) Supply Chain Traceability Documentation

(i) Supply chain traceability documentation shall include basic item description; part number; drawing or specification; national stock number; manufacturing source; manufacturing source's Commercial and Government Entity (CAGE) code; and clear identification of the name and location of all supply chain intermediaries between the manufacturer to the contractor to Government acceptance.

(ii) Supply chain traceability documentation shall also include, when available, the manufacturer's batch identification for the item(s), such as date codes, lot codes, or serial numbers. For part numbered items, contractors can find examples of acceptable supply chain traceability documentation at the Counterfeit Detection and Avoidance Program (CDAP) website (<http://www.dla.mil/LandandMaritime/Business/Selling/Counterfeit-Detection-AvoidanceProgram/>).

(iii) In addition, the contractor will obtain, retain, and provide to the contracting officer written documentation of all inspections and tests necessary to substantiate that the supplies furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. Such records shall include, without limitation, test reports, test data, material certification, and manufacturing process sheets, in addition to any other information identified in the technical specifications applicable to the item.

(3) The contractor shall make supply chain traceability documentation available to the contracting officer within three business days upon the contracting officer's request. The contracting officer determines the acceptability and sufficiency of documentation. The contractor shall retain supply chain traceability documentation for ten years after final payment under this contract for audit and other valid government purposes. If the contractor fails to retain or provide the documentation, or the contracting officer finds the documentation to be unacceptable, the contracting officer may take corrective action, including, but not limited to, cancellation of undelivered orders or rejection of delivered supplies.

| |
|---|
| Procurement Note: C08 Tailored Logistics Support Purchasing Reviews (FEB 2017) |
|---|

(1) From the commencement of performance of this contract until 3 years after the final contract payment, the contractor must allow the contracting officer, ACO, Defense Contract Management Agency (DCMA), Defense Contract Audit Agency (DCAA), and any other duly authorized representative of the contracting officer access to all records and information pertaining to those items or services for which the Government is relying on the contractor's purchasing system to determine that competition was obtained or to justify that prices are fair and reasonable. The contractor must maintain records subject to this clause for not less than 3 years after the contract final payment.

(2) The contracting officer may conduct reviews of purchased items or services provided under this contract regardless of dollar value that meet the criteria in paragraph (1) to ascertain whether the contractor has obtained the best value. The contractor must obtain competition to the maximum extent practicable for all purchases. Prior to purchasing any supplies or services, the contractor must solicit a competitive quotation from at least two independently-competing firms. For other than sole source items, the request for quotations must, to the maximum extent practical, solicit offers from different manufacturers or producers. If the contractor is unable to obtain quotes for competing items from two or more independently-competing firms, the contractor must retain documentation supporting its rationale for selection of the suppliers solicited and selected and its determination that the price was fair and reasonable. The contractor is responsible for maintaining this documentation for all sole source/non-competitive actions. The following price reasonableness and documentation requirements are applicable to all purchases, regardless of dollar value:

(i) A price is reasonable if it does not exceed a price incurred by a prudent person in the conduct of competitive business. The contracting officer will examine the prices with particular care in connection with buys that may not be subject to effective competition restraints. The contractor's price will not be presumed to be reasonable. If an initial review of the facts results in a challenge of a specific price by the contracting officer or the contracting officer's representative, the burden of proof must be upon the contractor to establish that the price is reasonable under the standards in FAR Subpart 15.4 and FAR 31.201-3.

(ii) The contractor must keep the documentation to a minimum, but must retain data supporting the purchases either by paper or electronically. At a minimum, price quotations and invoices must be retained. Should the contractor receive an oral price quotation, the contractor must document who the supplier or subcontractor is by complete name, address, telephone number, price, terms and other conditions quoted by each vendor. Price quotes for supplies must be broken down by individual items, shipping costs, and any other included expenses. Price quotes for incidental services which are not pre-priced in the contract must include labor hours and costs or prices, as applicable, including the total price of the job, individual pricing for the portions of the work if applicable, materials, and all other elements of cost, overhead, and profit. This price breakdown documentation must be made for each subcontractor performing work on this contract.

(3) When applicable, if the contractor is purchasing from subcontractors or other sources and receives a discount or rebates, the contractor must immediately pass these savings to the Government in the contract price and invoice for payment. The contractor is required to use diligence in the selection of the most economical method of delivery of the product or services by selecting a best value method of delivery based on the urgency and nature of the work or product required. When labor hours are involved in the work to be accomplished and the contractor has not already pre-priced the effort to use its own labor force, the contractor must provide the labor at rates required by the contract (for example, Service Contract Act or Davis-Bacon Act rates) or at rates based on competition if mandatory rates are not required by the contract.

(4) If the contracting officer determines that the purchased product or service is unreasonably priced, the contractor must refund to the Government the amount the contracting officer determines is in excess of a reasonable price. The contracting officer must notify the contractor in writing in accordance with FAR 32.604 Demand for Payment, giving the basis for the determination and the amount to be refunded. The contractor must make the refund payment in accordance with directions from the contracting officer, and must provide proof of the refund payment to the contracting officer. The contracting officer may collect the amount due using all available means in accordance with FAR Subpart 32.6. FAR 52.232-17, Interest, is applicable to payments not made within 30 days of the demand for payment. Any disputes arising under this provision must be handled in accordance with the "Disputes" clause of this contract.

| |
|--|
| Procurement Note: H14 Contractor Personnel Security Requirements (DEC 2021) |
|--|

(a) Work to be performed under this contract or task order may, in full or in part, be performed at the Defense Logistics Agency (DLA) Headquarters (HQ), DLA field activity office(s), or other Federally

controlled facilities. Prior to beginning work on a contract, DLA requires all contractor personnel working on the Federally-controlled facility to have, at a minimum, an initiated National Agency Check with Written Inquiries (NACI) or NACI equivalent and favorable completion of a Federal Bureau of Investigation (FBI) fingerprint check.

(b) Additionally, in accordance with Department of Defense (DoD) Regulation 5200.2-R, Personnel Security Programs, and DLA Issuance 4314, Personnel Security Program, all DoD contractor personnel who have access to Federally-controlled information systems must be assigned to positions which are designated at one of three information technology (IT) levels, each requiring a certain level of investigation and clearance, as follows:

- (1) IT-I for an IT position requiring a single scope background investigation (SSBI) or SSBI equivalent;
- (2) IT-II for an IT position requiring a National Agency check with Law and Credit (NACLC) or NACLC equivalent; and
- (3) IT-III for an IT position requiring a NACI or equivalent. Note: IT levels will be designated according to the criteria in DoD 5200.2-R.

(c) Previously completed security investigations may be accepted by the Government in lieu of new investigations if determined by the DLA Intelligence Personnel Security Office to be essentially equivalent in scope to the contract requirements. The length of time elapsed since the previous investigation will also be considered in determining whether a new investigation is warranted. To assist the Government in making this determination, the contractor must provide the following information to the respective DLA Intelligence Personnel Security Office immediately upon receipt of the contract. This information must be provided for each contractor employee who will perform work on a federally controlled facility and/or will require access to Federally-controlled information systems:

- (1) Full name, with middle name, as applicable, with social security number;
- (2) Citizenship status with date and place of birth;
- (3) Proof of the individual's favorably adjudicated background investigation or NACI, consisting of identification of the type of investigation performed, date of the favorable adjudication, name of the agency that made the favorable adjudication, and name of the agency that performed the investigation;
- (4) Company name, address, phone and fax numbers with email address;
- (5) Location of on-site workstation or phone number if off-site (if known by the time of award); and
- (6) Delivery order or contract number and expiration date; and name of the contracting officer.

(d) The contracting officer will ensure that the contractor is notified as soon as a determination is made by the assigned or cognizant DLA Intelligence Personnel Security Office regarding acceptance of the previous investigation and clearance level.

(1) If a new investigation is deemed necessary, the contractor and contracting officer will be notified by the respective DLA Personnel Security Office after appropriate checks in DoD databases have been made.

(2) If the contractor employee requires access to classified information and currently does not have the appropriate clearance level and/or an active security clearance, the DLA Intelligence Personnel Security Office will relay this information to the contractor and contracting officer for further action. Investigations for contractor employees requiring access to classified information must be initiated by the contractor Facility Security Officer (FSO).

(3) The contracting officer will ensure that the respective DLA Intelligence Personnel Security Office initiates investigations for contractor employees not requiring access to classified information (i.e., IT or unescorted entry).

(4) It is the contractor's responsibility to ensure that adequate information is provided and that each contractor employee completes the appropriate paperwork, as required either by the contracting officer or the DLA Intelligence Personnel Security Office, in order to begin the investigation process for the required clearance level.

(e) The contractor is responsible for ensuring that each contractor employee assigned to the position has the appropriate security clearance level.

(f) The contractor shall submit each request for IT access and investigation through the contracting officer to the assigned or cognizant DLA Intelligence Personnel Security Office. Requests shall include the following information and/or documentation:

(1) Standard Form (SF) 85, Questionnaire for Non-Sensitive Positions, or the SF 86, Questionnaire for National Security Positions (see note below);

(2) Proof of citizenship (i.e., an original or a certified copy of a birth certificate, passport, or naturalization certificate); and

(1) Form FD-258, Fingerprint Card (however, fingerprinting can be performed by the cognizant DLA Intelligence Personnel Security Office).

(Note to (f)(1) above: An investigation request is facilitated through use of the SF 85 or the SF 86. These forms with instructions as well as the Optional Form (OF) 306, Declaration for Federal Employment, which is required with submission of the SF85 or SF 86, are available at the Office of Personnel Management's (OPM) system called Electronic – Questionnaires for Investigations Processing (e-QIP). Hard copies of the SF85 and SF86 are available at OPM's website, www.opm.gov, but hard copies of the forms are not accepted.)

(g) Required documentation, listed above in paragraphs (f)(1) through (3), must be provided by the

contractor as directed by the contracting officer to the cognizant DLA Intelligence Personnel Security Office at the time of fingerprinting or prior to the DLA Intelligence Personnel Security Office releasing the investigation to OPM.

(h) Upon completion of the NACI, NACLIC, SSBI, or other sufficient, appropriate investigation, the results of the investigation will be forwarded by OPM to the appropriate adjudication facility for eligibility determination or the DLA Intelligence Personnel Security Office for review and determination regarding the applicant's suitability to occupy an unescorted entry position in performance of the DLA contract. Contractor personnel shall not commence work on this effort until the investigation has been favorably adjudicated or the contractor employee has been waived into the position pending completion of adjudication. The DLA Intelligence Personnel Security Office will ensure that results of investigations will be sent by OPM to the Department of Defense, Consolidated Adjudications Facility (DoDCAF) or DLA Intelligence Personnel Security Office.

(i) A waiver for IT level positions to allow assignment of an individual contractor employee to commence work prior to completion of the investigation may be granted in emergency situations when it is determined that a delay would be harmful to national security. A request for waiver will be considered only after the Government is in receipt of the individual contractor employee's completed forms, the background investigation has been initiated, and favorable FBI fingerprint check has been conducted. The request for a waiver must be approved by the Commander/Director or Deputy Commander/Director of the site. The cognizant DLA Intelligence Personnel Security Office reserves the right to determine whether a waiver request will be forwarded for processing. The individual contractor employee for which the waiver is being requested may not be assigned to a position, that is, physically work at the Federally controlled facility and/or be granted access to Federally-controlled information systems, until the waiver has been approved.

(j) The requirements of this procurement note apply to the prime contractor and any subcontractors the prime contractor may employ during the course of this contract, as well as any temporary employees that may be hired by the contractor. The Government retains the right to request removal of contractor personnel, regardless of prior clearance or adjudication status whose actions, while assigned to this contract, who are determined by the contracting officer to conflict with the interests of the Government. If such removal occurs, the contractor shall assign qualified personnel, with the required investigation, to any vacancy.

(k) All contractor personnel who are granted access to Government and/or Federally-controlled information systems shall observe all local automated information system (AIS) security policies and procedures. Violations of local AIS security policy, such as password sharing, performing personal work, file access violations, or browsing files outside the scope of the contract, will result in removal of the contractor employee from Government property and referral to the contractor for appropriate disciplinary action. Actions taken by the contractor in response to a violation will be evaluated and will be reflected in the contractor's performance assessment for use in making future source selection decisions. In addition, based on the nature and extent of any violations of AIS security policy, the Government will consider whether it needs to pursue any other actions under the contract such as a possible termination.

(l) The contractor may also be required to obtain a Common Access Card (CAC) or Installation

Access Badge for each contractor employee in accordance with procedures established by DLA. When a CAC is required, the contracting officer will ensure that the contractor follows the requirements of Homeland Security Presidential Directive 12 and any other CAC-related requirements in the contract. The contractor shall provide, on a monthly basis, a listing of all personnel working under the contract that have CACs.

(m) See procurement note H16, Operations Security (OPSEC) For On-site Contractors, for required OPSEC training. Contractor personnel must additionally receive operations security (OPSEC) and information security (INFOSEC) awareness training. The DLA annual OPSEC refresher training and DLA annual INFOSEC training will satisfy these requirements and are available through the DLA Intelligence Office.

(n) When a contractor employee who has been granted a clearance is removed from the contract, the contractor shall provide an appropriately trained substitute who has met or will meet the investigative requirements of this procurement note. The substitute may not begin work on the contract without written documentation, signed by the contracting officer, stating that the new contractor employee has met one of the criteria set forth in paragraphs (c), (d), or (i) of this procurement note (i.e., acceptance of a previously completed security investigation, satisfactory completion of a new investigation, or a waiver allowing work to begin pending completion of an investigation). Contractor individual employees removed from this contract as a result of a violation of local AIS security policy are removed for the duration of the contract.

(o) The following shall be completed for every employee of the Government contractor working on this contract upon contract expiration. Additionally, the contractor shall notify the contracting officer immediately in writing whenever a contractor employee working on this contract resigns, is reassigned, is terminated, or no longer requires admittance to the Federally-controlled facility or access to federally controlled information systems. When the contractor employee departs, the contractor will relay departure information to the cognizant DLA Intelligence Personnel Security Office and the Trusted Agent (TA) that entered the individual into the Trusted Associated Sponsorship System (TASS), so appropriate databases can be updated. The contractor will ensure each departed employee has completed the DLA J6 Out-Processing Checklist, when applicable, for the necessary security briefing, has returned any Government furnished equipment, returned the DoD CAC and DLA (or equivalent Installation) badge, returned any DoD or DLA vehicle decal, and requested deletion of local area network account with a prepared Department of Defense (DD) Form 2875. The contractor will be responsible for any costs involved for failure to complete the out-processing, including recovery of Government property and investigation involved.

(p) These contractor security requirements do not excuse the contractor from meeting the delivery schedule/performance requirements set forth in the contract, or waive the delivery schedule/performance requirements in any way. The contractor shall meet the required delivery schedule/performance requirements unless the contracting officer grants a waiver or extension.

(q) The contractor shall not bill for personnel, who are not working on the contract while that contractor employee's clearance investigation is pending.

Procurement Note: L01 Electronic Award Transmission (JUN 2020)

DLA provides notice of awards by either—

(1) Electronic email containing a link to the electronic copy of the Department of Defense (DD) Form 1155, Order for Supplies or Services, on the DLA Internet Bid Board System (DIBBS); or

(2) Electronic Data Interchange (EDI) 850 utilizing American National Standards Institute (ANSI) X12 Standards through a value added network (VAN) approved by DLA Transaction Services.

Offerors/contractors can obtain information regarding EDI, ANSI X12 transactions, and VANs approved by DLA Transaction Services at Defense Automatic Addressing System (DAAS) Value Added Network List (<https://www.transactionservices.dla.mil/daashome/edi-vanlist-dla.asp>).

Offerors should direct questions concerning electronic ordering to the appropriate procuring organization point of contact below:

DLA Land and Maritime, Helpdesk.EBS.L&M.LTCs@dla.mil

DLA Troop Support, dlaedigroup@dla.mil

Procurement Note: L02 Electronic Order Transmission (JUN 2020)

Offerors shall select one of the following alternatives for paperless order transmission:

() American National Standards Institute (ANSI) X12 Standards through a value added network (VAN) approved by DLA Transaction Services; or

() Electronic mail (email) award notifications containing web links to electronic copies of the Department of Defense (DD) Form 1155, Order for Supplies or Services.

Offerors must register on the DLA Internet Bid Board System (DIBBS) (<https://www.dibbs.bsm.dla.mil/>) to receive email notification. If the offeror elects ANSI/VAN order transmission, DLA will send Electronic Data Interchange (EDI) transaction sets at time of award. The contractor shall acknowledge receipt of transaction sets with a functional acknowledgement or order receipt message within 24 hours. If the contractor receives the award transaction set on a weekend or Federal holiday, the contractor shall acknowledge receipt on the next business day. This acknowledgement will confirm that the contractor's interface with the system is working as needed for contract ordering. Offerors can obtain information regarding EDI, ANSI X12 transactions, and VANs approved by DLA Transaction Services at Defense Automatic Addressing System (DAAS) Value Added Network List (<https://www.transactionservices.dla.mil/daashome/edi-vanlist-dla.asp>).

Offerors should direct questions concerning electronic ordering to the appropriate procuring organization point of contact below:

DLA Land and Maritime, Helpdesk.EBS.L&M.LTCs@dla.mil

DLA Troop Support, dlaedigroup@dla.mil

DLA Aviation, avnprocsysproceddiv@dla.mil, phone # 804-279-4026

Procurement Note: L06 Agency Protests (DEC 2016)

Interested parties may file an agency level protest with the contracting officer or may request an independent review by the chief of the contracting office (CCO). Independent review by the CCO is an alternative to consideration by the contracting officer and is not available as an appellate review of a contracting officer decision on a protest previously filed with the contracting officer. Absent a clear indication of the intent to file an agency level protest with the CCO for independent review, protests will be presumed to be protests to the contracting officer.

Procurement Note L09 Reverse Auction (OCT 2016)

The Contracting Officer may utilize reverse auctioning to conduct price discussions. If the Contracting Officer does not conduct a reverse auction, award may be made on initial offers or following discussions. If the Contracting Officer decides to use line reverse auctioning to conduct price negotiations, the Contracting Officer will notify Offerors of this decision and the following applies:

(1) The contracting officer may use reverse auction as the pricing technique during discussions to receive the final offered prices from each offeror.

(2) During each round of reverse auction, the system displays the lowest offer price(s) unless the auction instructions are different. All offerors and authorized auction users see the displayed lowest price(s). This disclosure is anonymous and a generic identifier displays for the offeror. Generic identifiers include designators such as "offer A" or "lowest-priced offeror". By submitting a proposal in response to the solicitation, offerors agree to participate in the reverse auction and that their prices may be disclosed, including to other offerors, during the reverse auction.

(3) An offeror's final auction price at the close of the reverse auction is considered its final price proposal revision. No price revisions will be accepted after the close of the reverse auction, unless the contracting officer decides that further discussions are needed and final price proposal revisions are again requested in accordance with Federal Acquisition Regulation (FAR) 15.307, or the contracting officer determines that it would be in the best interest of the Government to re-open the auction.

(4) The contracting officer identifies participants to the DLA commercial reverse auction service provider. To be eligible for award and participate, the offeror must agree with terms and conditions of the entire solicitation and the commercial reverse auction service. The reverse auction pricing tool system administrator sends auction information in an email. The reverse auction system designates offers as "lead," meaning the current low price in that auction, or "not lead," meaning not the current low price in that auction. In the event of a tie offer, the reverse auction provider's system designates the first offer of that price as "lead" and the second or subsequent offer of that price as "not lead". If a tie offer is submitted and no evaluation factors other than price were identified in the solicitation or a low-price technically acceptable source selection is being used, the "Not Lead" offeror that submitted the tie offer must offer a changed price; otherwise its offer will be ineligible for award. If evaluation factors in addition to price were listed in the solicitation and a tradeoff source selection is being used, tie offers that are "Not Lead" will be considered and evaluated.

(5) Offerors unable to enter pricing through the commercial reverse auction service provider's system during a reverse auction must notify the contracting officer or designated representative immediately. The contracting officer may, at their sole discretion, extend or re-open the reverse auction if the reason for the offeror's inability to enter pricing is determined to be without fault on the part of the offeror and outside the offeror's control.

(6) Training. The commercial reverse auction service provider or government representative conducts training for offerors. Offerors receive training through written material, the commercial reverse auction service provider's website, or other means. Trainers name employees successfully completing the training as a "Trained Offeror". Only trained offerors may engage in a reverse auction. The contracting officer reserves the right to remove the "trained offeror" title from anyone who fails to obey the solicitation or commercial reverse auction service provider terms and conditions.

| |
|---|
| FEDERAL FOOD, DRUG AND COSMETIC ACT - WHOLESALE MEAT ACT |
|---|

(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.

| |
|--|
| FOOD AND DRUG ADMINISTRATION (FDA) COMPLIANCE - DLA TROOP SUPPORT MEDICAL AND SUBSISTENCE |
|--|

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 contiguous 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.

STATEMENT OF WORK

I. INTRODUCTION

This solicitation seeks offers for Subsistence Prime Vendor support to military and other federally funded customers located throughout Puerto Rico.

The Defense Logistics Agency-Troop Support (DLA-Troop Support) intends to enter into a Fixed Price Indefinite Delivery Indefinite Quantity Contract (IDIQ), with Economic Price Adjustment (EPA), with a full-line food distributor who will act as a Prime Vendor responsible for the supply and delivery of semi-perishable and perishable food items. The Prime Vendor must be capable of supplying all chilled products, semi perishable food products, frozen fish, frozen meat, frozen poultry, frozen bakery products, and other frozen foods (fruits, vegetables, prepared foods, etc.), dairy and ice cream products, fresh fruits, fresh vegetables, fresh bakery products, beverage base & juices (for dispensers), beverages & juices (non- dispenser), either currently in existence or to be introduced during the term of this contract.

The Prime Vendor will be required to support all authorized DLA customers, visiting or located in Puerto Rico (i.e. visiting U.S. Navy ships, military shore and/or ship facilities, mobile kitchen tents (“MKTs”), ration break points, trailer-transfer points, and military training exercise locations, etc.). As previously stated, these customers include military or other federally funded customers. Though the solicitation describes existing customers known to the Contracting Officer at the time of the solicitation’s issuance, other customers, including military, Department of Defense (DoD), or non-DoD, may be added as necessary during the life of any resultant contract. The addition of said customers located within the solicitation’s specified region will be at no additional cost to the Government.

The Government intends to make one award. The contract shall be for a term of 12 months, with one pricing tier. The tier will be inclusive of an up to two-month ramp up period followed by, at least, a 10-month performance period.

The price for all aspects of performance detailed in the Statement of Work (“SOW”) below must be included in the offeror’s fixed Distribution Price(s). Offerors are reminded that fixed price type contracts place the maximum risk and responsibility for all costs, and resulting profit or loss, on the contractor. Distribution Price(s) will remain fixed for the life of the contract and an offeror’s failure to consider the full cost of performance and/or the risks of performing in this region will not serve as a basis to adjust Distribution Price(s). As detailed below, Product Price(s) are distinct from the aforementioned Distribution Price(s) and therefore should not be included in any way in the latter.

Notes:

- The term “Ordering Facilities” or “Ordering Activities,” as used throughout this solicitation, will refer to all of the delivery points under this solicitation.
- The terms “Contractor” and “Prime Vendor,” as well as the terms “purchase order” and “delivery order” are used interchangeably throughout this Statement of Work.
- Prices are to be submitted in an offeror’s proposal, and payment will be made for performance under any resultant contract in U.S. dollars.

II. ESTIMATED VALUE/GUARANTEED MINIMUM/MAXIMUM QUANTITY

The estimated dollar value of this solicitation is \$32,000,000.00 with a maximum dollar value of \$48,000,000.00 inclusive of potential surge requirements. The guaranteed minimum for the entire contract will be ten percent (10%) of the estimated dollar value, which equates to \$3,200,000.00. The Government's legal obligation under this contract shall only be for that guaranteed minimum and will be satisfied once purchases for that amount have been made.

This solicitation includes multiple ordering customers supporting Operation Southern Spear. Many of these customers are listed in the Customer Deliveries section of this solicitation. Ordering customers within the region covered by this solicitation can be added and/or subtracted as conditions warrant. As previously described, said additions/subtractions will occur at no additional cost to the Government.

III. CONTRACT IMPLEMENTATION PHASE

The contract implementation phase is defined as a ramp up and/or ramp down period which begins immediately after award and ends when each individual customer supported under the contract has placed its first order under the new contract.

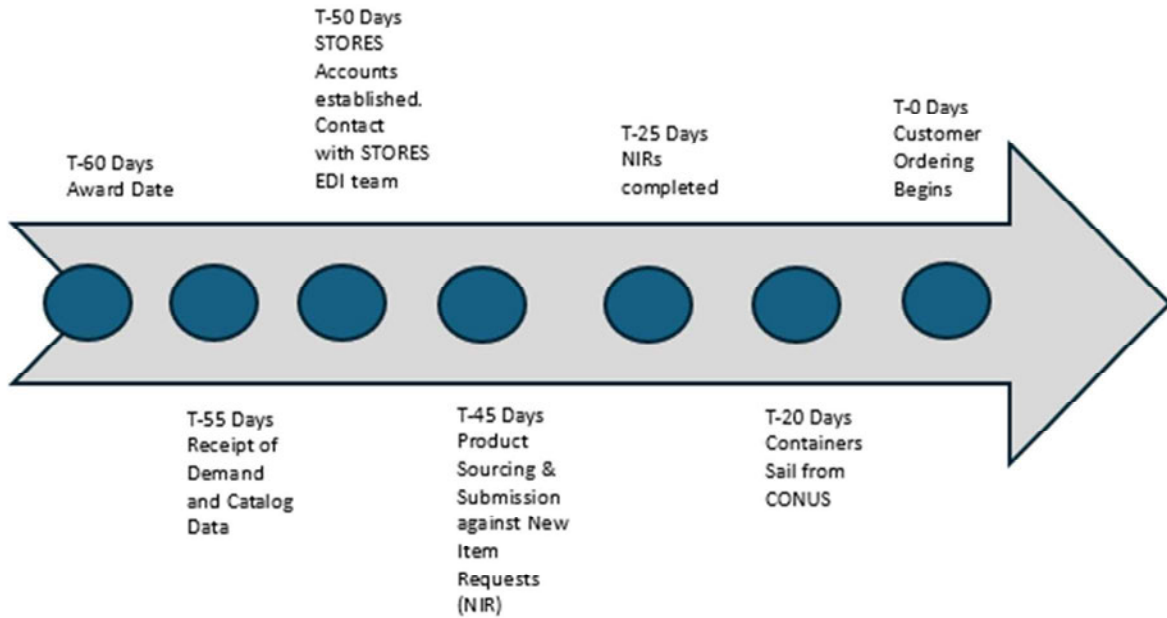
A. CONTRACT IMPLEMENTATION PHASE – RAMP UP

The contract implementation phase will be utilized to ramp up the new Prime Vendor and establish fully functional catalog(s) in accordance with the terms and conditions of the new contract. Ramp up planning shall begin immediately after award. The ramp up process is expected to be completed within two (2) months after award. The following terms shall apply:

1. Within 60 days after award, the Prime Vendor shall be fully prepared to support all customers under the terms and conditions of the new contract. New and fully functional catalogs must be established during this time.
2. Within 5 days of award, the Contracting Officer intends to provide the new Prime Vendor with historical demand data for each item to be cataloged, to aid forecasting levels and begin the ramp up phase. This information will be provided to the new Prime Vendor for informational purposes only, and with no guarantees of demand, accuracy, or otherwise. The new Prime Vendor will remain responsible for making its own demand planning and procurement decisions during contract implementation at its own risk and cost.
3. Within 5 days of award, The Contracting Officer will provide STORES catalog number(s) to be used for Catalog setup and customer ordering.
4. Within 10 days of award, The Prime Vendor shall submit requests for all STORES user accounts needed and also contacted the STORES EDI team to coordinate EDI testing.
5. Within 15 days of award, Troop Support will have all STORES new item requests (NIR) submitted and the Prime Vendor shall begin submitting all product documentation and pricing information against the NIRs.

6. Within 40 days of award, STORES EDI testing shall be complete, and the Prime Vendor shall have the ability to send EDI 832 Catalog Update transactions and EDI 810 Invoice transactions. The Prime Vendor shall also be able to receive EDI 850 Purchase Order transactions.
7. It is the Government’s intent to have all orders placed and delivered under the new contract 60 days after award; however, the Government reserves the right to phase in customer ordering points when it is in the best interest of the Government.

Sample Implementation Phase



NOTE: The implementation timeline begins on the contract award date and ends 60 days thereafter. If a stop work order is issued during the implementation, the Prime Vendor will be required to stop work and will not be able to perform unless the stop work order is rescinded. If the stop work order is rescinded, the Prime Vendor will resume the implementation schedule from the date that the stop work order was issued. The 60-day period will not re-start from the beginning. For example:

| | |
|----------------------------|--|
| Contract Award Date: | February 1, 2026 |
| Stop Work Order Issued: | February 20, 2026 |
| Stop Work Order Rescinded: | April 1, 2026 |
| Implementation Timeline: | February 1, 2026 – February 20, 2026 and April 1, 2026 – May 11, 2026 |

B. CONTRACT TRANSITION OUT – RAMP DOWN

1. As part of this resulting contract, the incumbent Prime Vendor will be required to participate in a contract ramp-down/transition out. DLA Troop Support anticipates that a follow-on contract will be awarded at least two (2) months before the expiration of this resulting

contract to allow for a coordinated ramp-down of the existing Prime Vendor and ramp up of the follow-on Prime Vendor. The incumbent Prime Vendor will be required to coordinate all aspects of its ramp-down with the Contracting Officer and provide a ramp-down schedule, if requested.

2. During this ramp-down/transition out period, the incumbent Prime Vendor shall continue replenishment of all items to allow for sufficient stock on hand and in the pipeline to support the customer requirements at that time, unless otherwise instructed by the Contracting Officer. The incumbent Prime Vendor shall submit Total Asset Visibility Reports/Supply Chain Fitness Reports and/or other supply chain information on a weekly basis to the Contracting Officer, or in the frequency otherwise requested. The incumbent Prime Vendor consents to the disclosure of this information to the follow-on contractor. The incumbent Prime Vendor may be required to sell the OCONUS inventory to the new Prime Vendor at the conclusion of the performance period. The incumbent Prime Vendor will be responsible for disposing of its remaining residual stock that is not ultimately purchased by the follow-on contractor. The Prime Vendor, not the Government, is responsible for all costs associated with that residual product, including disposal costs (i.e. product price, distribution price, etc.).
3. DLA Troop Support anticipates that the incumbent Prime Vendor will remain the principal source of food and non-food supplies for the first several months of any follow-on contract's implementation phase. During this period, the incumbent Prime Vendor shall maintain its contractually required fill-rate. Notwithstanding other provisions in this solicitation, performance failure during the follow-on contract implementation phase, just as during other periods of performance, may result in termination for cause and/or the incumbent Prime Vendor receiving administrative admonishment via negative past performance ratings in the Contract Performance Assessment Reporting System (CPARS) record, and/or any other remedy available to the Government.

IV. PRODUCT SOURCING AND PRICING

A. PRICE DEFINITIONS AND PROVISIONS

1. Reference DLA Troop Support Procurement Note TS16-26 Economic Price Adjustment – Actual Material Costs for DLA Troop Support – Subsistence Product Price Business Model.

| |
|--|
| Procurement Note: TS16-26 Economic Price Adjustment – Actual Material Costs For DLA Troop Support – Subsistence Product Price Business Model (JUN 2017) |
|--|

(a) Warranties: For the portion of the schedule that is covered by this economic price adjustment (EPA) language, 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 EPA language; and

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

(b) Definitions: As used throughout this EPA language, 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 MPA price or the most recent manufacturer, grower or private label holder commercial price per unit to the Contractor, exclusive of standard freight.

(i) Exceptions:

(A) Fresh fruits and vegetables (FF&V):

(1) The product is listed in the distribution category for prime vendor fresh fruits and vegetables (FF&V) (10, 11, and 15); 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 contiguous United States (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 at f.o.b. origin/nonprofit agency. (Prices set in accordance with applicable law (f.o.b. 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 f.o.b. 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 (also known as a stock keeping unit (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.

- (4) "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 upfront price reduction. The total of these discounts, rebates, and allowances (or product allowance), shall be reflected via a reduced subsistence total order and receipt electronic system (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 United States (U.S.) Treasury, attached with itemized listing of all customer purchases by line item to include contract number, call number, purchase order number and contract line item number (CLIN).
- (5) "Distribution price(s)" means the firm fixed price portion of the Contract unit price, offered as a dollar amount per unit of measure, 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 Statement of Work (SOW). Product price is distinct from and not to be included in the distribution price. The distribution price may be further segregated into pricing segments covering discrete, solicitation-specific performance requirements.
- (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 Sunday 12:01 AM of the first full week in a calendar month through the last Saturday 11:59 PM that precedes the Sunday of the first full week in the next calendar month (eastern time (ET), standard or daylight as applicable).
- (8) "United States Defense Transportation System (DTS) Ocean Shipping Costs": DTS ocean transportation costs (for 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 EPA language or other applicable provision of the contract. Only the product price component of the Contract unit price is subject to adjustment under this EPA language. After the first ordering week, if the Contractor's product price changes for any or all contract unit prices, the Contract unit price shall be changed in the next week'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 week. All ordering catalog unit prices computed in accordance with this EPA language 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 week.

- (ii) 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 received 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% 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 |

- (iii) Updates to the product price: All notices and requests for new item product prices and price changes shall be submitted weekly, no later than Monday 5 PM local Philadelphia, Pennsylvania, U.S. time, to be effective in the next ordering week's 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 electronic data interchange (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 electronic data interchange (EDI) 832 price changes in accordance with (v) below, the price change transaction sets will post in the next week'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 week'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 weeks. 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 EPA language shall not be posted until the Contracting Officer specifically authorizes the posting. If the Contracting Officer does not notify the Contractor by 5 PM local Philadelphia, Pennsylvania, U.S. time on the **Wednesday** immediately following the **Monday submission** 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 week. The posting of updated prices in the ordering catalog, calculated in accordance with this EPA language, constitutes a modification to this contract. No further contract modification is required to affect 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 5PM local Philadelphia, Pennsylvania, U.S. time on the **Friday** immediately following the **Monday submission**. 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 items 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 EPA language, 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 EPA language 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 EPA language) and/or increases in unit prices that the Contracting Officer determines are not fair and reasonable.

(d) Upward ceiling on economic price adjustment: The aggregate of contract product price increases for each item under this EPA language during the contract period inclusive of any option period(s) or tiered pricing period(s) shall not exceed **20% for non-fresh fruits and vegetables (Non-FF&V) (100% 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 EPA language 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 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 the 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 EPA language.

(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 EPA language. 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 EPA language.

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

(End of Text)

B. DISTRIBUTION CATEGORIES

1. The supplies and services to be procured and/or performed under this contract have been broken down into 20 Distribution Categories; 15 categories with 5 subcategories (see table below). This list of 20 categories is used for all customers.

All offerors will be required to submit Distribution Prices for each category below.

| Category Number | Category Description | UoM |
|-----------------|--|-----|
| 1 | CONUS DRY CS | CS |
| 1A | CONUS DRY CS (For Product Price Exceptions B, C, D, or E) | CS |
| 2 | CONUS DRY CO (UOM for EA = 1 CO) | EA |
| 2A | CONUS DRY CO (For Product Price Exceptions B, C, D, or E) (UOM for EA = 1 CO) | EA |
| 3 | CONUS FZN CS | CS |
| 3A | CONUS FZN CS (For Product Price Exceptions B, C, D, or E) | CS |
| 4 | CONUS FZN LB | LB |
| 4A | CONUS FZN LB (For Product Price Exceptions B, C, D, or E) | LB |
| 5 | CONUS CHILLED CS | CS |
| 5A | CONUS CHILLED CS (For Product Price Exceptions B, C, D, or E) | CS |
| 6 | OCONUS DRY CS | CS |
| 7 | OCONUS FZN CS | CS |
| 8 | OCONUS CHILLED CS | CS |
| 9 | OCONUS CHILLED LB | LB |
| 10 | OCONUS FF&V LB (For Product Price Exception A) | LB |
| 11 | OCONUS Water CS (Potable - Bottled) | CS |
| 12 | Restocking Price for Orders Over \$10K (Approved at the Contracting Officer's Discretion) | CS |
| 13 | CONUS FF&V LB | LB |
| 14 | CONUS Water CS (Potable -Bottled) | CS |
| 15 | Emergency Orders > 5 per month (Approved at the Contracting Officer's Discretion) (UOM of EA =one (1) Emergency STORES Purchase Order) | |

2. At no time during the life of this resulting contract will additional money be paid for transportation, customs, certificates, etc. The offered Distribution Prices must cover all costs associated with deliveries to any customer in this solicitation.
3. No substitutions, deletions, or additions to the categories or units of measure indicated above are authorized. However, if any offeror feels that a substantial category is not included, the offeror must bring it to the attention of the Contracting Officer at least 15 days BEFORE the solicitation's closing date. A determination will be made at that time whether or not to add the category via an amendment to the solicitation.
4. Once the contract has been awarded and for the duration of the one (1) year period, should

there be a change in pack size for an item, the Prime Vendor must notify the Contracting Officer. As a change in pack size change is considered to be a “New Item,” the Prime Vendor must follow the procedures for New Items outlined in this solicitation. For reductions in overall case size a new Subcategory will be established within that Category (e.g., Subcategory 1B) and the Distribution Price will be adjusted downward proportionally based on the total overall case weight, with no further negotiation. There will be no upward adjustment for increased pack sizes. Two examples are provided below:

- An item in Category 1; CONUS Dry changes from 24/12 oz cans to 12/12 oz cans, the Distribution Price would change from \$6.00 per case for 288 total oz to \$3.00 per case for 144 total oz. Category 1B; CONUS Dry would be added for \$3.00 with a UOM of CS.
- An item in Category 1; CONUS Dry changes from 24/12 oz cans to 12/16 oz cans, the Distribution Price would change from \$6.00 per case for 288 total oz to \$4.00 per case for 192 total oz. Category 1B; CONUS Dry would be added for \$4.00 with a UOM of CS.

C. DOMESTIC ITEM PREFERENCE

1. In accordance with United States Government’s policy to acquire domestic end products for use outside the United States (see DFARS 225.7501) the Government’s preference under this solicitation remains for domestic product. All offerors, as well as the resulting Prime Vendor, must certify at the time of proposal or contract performance the offering of all non-domestic end products. The certification must be made in the Buy American Act – Balance of Payments Program Certificate – Basic (DFARS 252.225-7000).
2. The source restrictions of the Berry Amendment, 10 U.S.C. 4862 as implemented in DFARS 252.225-7002 and 252.225-7012 and included in this solicitation, are applicable to the procurement of food items. In general, the Berry Amendment requires that food items procured and delivered under this contract be grown, manufactured, reprocessed, or produced in the United States. Several exceptions to that requirement may apply to performance under this contract. One such exception, the “perishable foods” exception, can be found at DFARS 225.7002-2(e). That exception permits the delivery of perishable foods (i.e. fresh fruits and vegetables (FF&V), fresh milk, fresh bread, etc.) that are not sourced from the United States. This exception applies, under this solicitation, to deliveries to customers throughout the region outlined in this solicitation. As such, this solicitation includes requirements for local market ready items, i.e. locally sourced FF&V, fresh milk, fresh bread, etc. The Prime Vendor must be able to locally source, purchase and/or perform deliveries for highly perishable products. A second applicable exception, referred to as the “contingency operation” exception, can be found at DFARS 225.7002-2(f) and may apply in the future to certain customers outlined in this solicitation. With that designation, deliveries of all non-domestic food items, not just perishable items, are permitted. This exception is subject to change based on changes to contingency operation designations. At this time there are no contingency operation designations for the areas outlined in this solicitation, however, designations may change throughout the life of this contract. Further exceptions that may allow the purchase of a foreign end product are listed at FAR 25.103 and FAR 25.104. Please note that even with these exceptions, it is still the Government’s preference to provide domestic items to the maximum

extent possible.

3. The Prime Vendor shall request approval, in writing, from the Contracting Officer prior to adding any non-domestic items to the ordering catalogs. The Prime Vendor must submit pricing information for the foreign product and its domestic equivalent so that the Government can perform analysis in keeping with the Balance of Payments Program. Non-domestic items will not be added to the catalog without the prior approval of the Contracting Officer. Note: As discussed above, local market ready items that are required to be purchased from local OCONUS approved sources are excluded from this domestic item preference.
4. In some instances, the Contracting Officer may direct the Prime Vendor to source a domestic equivalent item locally at no additional cost to the Government. In this case, the associated OCONUS Distribution Price Categories 6, 7, 8, 9, 10, and 11 shall be utilized.

D. LOCAL MARKET READY ITEMS:

1. The Prime Vendor must have the ability to procure and perform delivery of the local market ready (LMR) items (i.e. FF&V; fresh dairy; fresh juice, beverages, water, and fresh baked products) from local approved sources within areas outlined in this solicitation.
2. Based on customer requirements reflected during cataloging, the Prime Vendor will select LMR vendors when required from the listing of Sanitarily Approved Establishments and/or the Worldwide Directory of Sanitarily Approved Establishments for Armed Forces Procurement listing for approved Puerto Rico vendors. If no LMR vendor is identified for a particular requirement, the Prime Vendor shall identify and request United States Army Public Health Center (USAPHC) inspection for its designated local source. Vendor inspections are conducted in coordination with USAPHC procedures. The Prime Vendor shall verify that its vendors are approved on the aforementioned listings. All LMR items will be inspected for quality upon receipt by the customer.
3. Estimated local market ready items and their usage quantities are identified in the schedule of items and are included in the total estimated annual sales dollar values.

E. BRAND NAME ITEMS

1. The current Catalog includes numerous brand name items which are based on the ordering habits of the customers listed in this solicitation. These are items which customers have expressed a preference for and expect to be included in the catalog at the customer's request after review by the Contracting Officer. This does not preclude future catalog changes during the life of the contract to add competing products based on added value to the customer. Changes or additions in brand name products must be approved and authorized by the customer as well as the Contracting Officer.
2. Offerors are required to submit pricing on the specific Brand Name items listed in the Catalog, where applicable.

F. NATIONAL CONTRACTS

During the performance of this contract, DLA Troop Support may issue Indefinite Delivery Type Contracts (IDTCs) for specific food items to be sourced, cataloged and delivered by the Prime Vendor as part of their normal inventory. The Prime Vendor will be required to obtain the specific products identified in the IDTCs from the sources identified by the Government. The price charged by the Prime Vendor to the ordering activity will not exceed that cited in the IDTC, plus the Prime Vendor's applicable distribution price. At the time of award and at other times when applicable, DLA Troop Support will provide the Prime Vendor with a list of all IDTCs awarded and their respective terms and conditions. The Prime Vendor shall have 30 days within which to implement the terms and conditions of the awarded IDTCs; when the item is new, the new item lead time will apply; replacement items will be phased in according to the Prime Vendor's supply chain. Although the Prime Vendor must utilize the National Contracts for items approved by the customers, there are times when the Prime Vendor may need to purchase alternate products. These instances will be reviewed on a case-by-case basis and must be approved, in writing, by the Contracting Officer.

G. MANDATORY ITEMS (MANDATORY FOOD PRODUCTS AND NON-FOOD ITEMS)

1. The website for general information on Mandatory Food and Non-Food Items is:
<http://www.dla.mil/TroopSupport/Subsistence/FoodServices/AbilityOne.aspx>
2. 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 AbilityOne Program, which is governed by the U.S. AbilityOne Commission ("the Commission"), formerly known as the Committee for Purchase from People Who Are Blind or Severely Disabled ("the Committee"), under the authority of the Javits-Wagner-O'Day (JWOD) Act (41 U.S.C. 8501-8506).
3. The mandatory products are required to be purchased from the Non-Profit Agency manufacturers listed on the website identified above. The listing of required mandatory products and Non-Profit Agency manufacturers are subject to change when directed by the Commission. The Prime Vendor is required to expeditiously catalog the mandatory products and remove any commercial equivalent product with "essentially the same"* product characteristics. Within 30 days of notification by the Contracting Officer, the Prime Vendor must provide the Contracting Officer with current status (i.e. outstanding orders, product in the pipeline, etc.) and the date when the catalogs will be updated. 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 extension. The Contracting Officer will notify the Subsistence Ability One Team regarding the cataloging of mandatory products.
4. Any other commercial equivalent product with "essentially the same" product characteristics cannot be sold to the DLA Troop Support customers under this contract.
5. The Prime Vendor must ensure that, at a minimum, 60 days of stock of mandatory products are on hand to satisfy the anticipated customer demand, taking into account lead times for

delivery from the designated mandatory source to the Prime Vendor. If the Prime Vendor is notified that any of the mandatory products are not available from the designated mandatory source, the Prime Vendor must notify the Contracting Officer immediately.

6. The Prime Vendor is not authorized to submit catalog changes containing other commercial equivalent products with “essentially the same” product characteristics as the identified mandatory products.
7. If the Prime Vendor is requested to carry other commercially equivalent products with “essentially the same” product characteristics but with a unique packaging requirement that is not currently provided by the mandatory source, the Prime Vendor 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 Prime Vendor’s notification to the designated mandatory source and Contracting Officer, must be the customer’s justification for the unique packaging requirement.
8. Price and delivery information for the mandatory products are available directly from the Designated Sources listed on the aforementioned website. Payments shall be made directly to the Designated Source making delivery. The current procurement list F.O.B. Origin prices as established by the Commission for Purchase are included on the website for the food and non-food products.
9. 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.
10. All changes to the DLA Troop Support Subsistence Prime Vendor AbilityOne Mandatory Product List (MPL) will be made on the DLA Troop Support Subsistence AbilityOne webpage.
11. The DLA Troop Support Subsistence Prime Vendor AbilityOne MPL webpages will be updated for the following changes in: prices, ordering information, contractor locations, items (additions and deletions), AbilityOne approved contractors, and purchase exceptions.
12. The Prime Vendor will be notified via e-mail. The e-mail notification will identify the changes to the MPL and alert the Prime Vendor to check the DLA Troop Support Subsistence AbilityOne Program webpage. Additionally, changes to the MPL will be bolded for easy identification. The Prime Vendor shall confirm receipt of this e-mail notification.
13. In certain circumstances, there may be a delay in posting and/or email notification to the Prime Vendor. When this occurs, an MPL provider may issue the Prime Vendor a notification letter from the AbilityOne Commission, included on AbilityOne Commission Letterhead, as proof of an applicable price or other change. The Prime Vendor shall treat such notification from the AbilityOne Commission as if the notification had been provided by DLA Troop Support.
14. Any other commercial equivalent product with “essentially the same” product characteristics cannot be sold to DLA Troop Support customers under this contract. The Prime Vendor is not authorized to submit catalog changes containing other commercial equivalent products with

“essentially the same” product characteristics as those items on the MPL.

15. *The following criteria should be used in determining if a commercial product is “essentially the same” as an AbilityOne MPL item:
 - i. It has effectively the same form, fit and function.
 - ii. The AbilityOne and commercial products may be used for the same purpose.
 - iii. The AbilityOne and commercial products are relatively the same size and a change in size will not affect the use or performance.
 - iv. The appearance, color, texture, or other characteristics of the AbilityOne product and commercial product are not significantly different from one another
16. The only potential exception to this requirement is identified as follows:

If the Prime Vendor is requested to carry items commercially equivalent to MPL items but with unique packaging requirements provided by the supplier but not currently provided by the MPL source, the Prime Vendor must notify the Contracting Officer. The Contracting Officer will notify the Subsistence AbilityOne Team.
17. Payments shall be made directly to the MPL designated source.
18. Monthly MPL Compliance Reports are issued for each active Prime Vendor catalog. The monthly MPL Compliance Reports are sent to the Prime Vendor for its catalogs and to the administering Contracting Officer. These reports are to be reviewed to ensure active catalogs include the MPL items. The Prime Vendor will be notified of non-compliances.

H. NATIONAL ALLOWANCE PROGRAM AGREEMENT (NAPA)

1. Definitions:
 - i. Agreement Holder: The supplier or manufacturer that has agreed to offer discounts to DLA Troop Support on product under DLA Troop Support Subsistence Prime Vendor contracts.
 - ii. National Allowance Program: The program implemented by DLA Troop Support to maximize the leverage of DLA Troop Support’s buying power and reduce the overall Product Price under contracts to the customers of DLA Troop Support.
 - iii. National Allowance Program Agreements (NAPAs): The agreements between DLA Troop Support and suppliers/manufacturers that identify product category allowances. These allowances or discounts apply only to the product/invoice price of the product. The NAPA does not affect the Prime Vendor’s Distribution Price in any way.
2. DLA Troop Support has implemented a NAPA Program as part of the Subsistence Prime Vendor Program. Under the NAPA Program, DLA Troop Support will enter into agreements

with suppliers/manufacturers offering domestic products.

3. Under the NAPA Program, agreement holders will:
 - i. Authorize and consent to allow the Prime Vendor(s) to distribute its products to ordering activities under the Subsistence Prime Vendor Program.
 - ii. Offer discounts on the Product Price of the product ordered under Subsistence Prime Vendor contracts, in the form of deviated allowances, whereby the price to the customer includes the discount. The deviated price is the price that will be submitted via the 832 catalog transaction.
4. NAPAs neither obligate the Prime Vendor to carry, nor the ordering activity to purchase, any of the agreement holder's products; however, NAPA terms will apply to any order placed by the customer for products covered by a NAPA, in which case the invoice price must reflect the NAPA price.
5. If a Prime Vendor has a pricing agreement/arrangement with more favorable terms and/or pricing structure than those offered under the NAPA, then it is required to pass on these savings to the customer.
6. Under a contract resulting from this solicitation:
 - i. The Prime Vendor agrees to bill the invoice price to the Government as specified by the NAPA allowance and initiates a bill-back to the agreement holder, if any activity orders any product covered by a NAPA. The agreement holder will reimburse allowances to the Prime Vendor within a time period mutually agreeable to the Prime Vendor and the agreement holder. Other off invoice or bill back arrangements may exist between the Prime Vendor and the agreement holder, but the Prime Vendor's catalog price must be specified by the NAPA allowance.
 - ii. Any disputes involving the NAPA between the Prime Vendor and the agreement holder will be resolved between them according to their own commercial practice. However, DLA Troop Support will attempt to facilitate a resolution of any such disputes.
7. NAPA Tracking Program: The Prime Vendor agrees to comply with the requirements of DLA Troop Support's Tracking Program for NAPAs and shall provide the required product information to support the NAPA allowance and sales tracking website. Data shall be submitted as follows:
 - i. 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. The request to change from one format to another must be forwarded to the Contracting Officer for approval.
 - ii. Transmission of Data: The information shall be submitted electronically via email to data@one2oneus.com. Include contract number(s) in email title.

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

- iii. Frequency of Submission: The information shall be submitted as often as the data may change but no more than weekly.
- iv. 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 | Prime Vendor Part Number | PVPARTNO | 15 | Alpha-Numeric | |
| 2 | Product Description | DESC | 45 | Alpha-Numeric | |
| 3 | Unit of Measure | UOM | 03 | Alpha-Numeric | |
| 4 | Manufacturer SKU or UPC | MFGNO | 15 | Alpha-Numeric | Note 1 |
| 5 | Brand Label or Manufacturer Name | MFG | 45 | Alpha-Numeric | Note 2 |
| 6 | Unit Allowance Amount | ALLOW | 12 | 999999.99 | Note 3 |
| 7 | Allowance UOM | ALLUOM | 03 | Alpha-Numeric | Note 4 |
| 8 | Allowance to Ship Conversion | ALLCONV | 12 | 999999.99 | Note 5 |
| 9 | Prime Vendor Markup Amount | PVMARKUP | 12 | 999999.99 | Note 6 |

- v. 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.

vi. Notes:

- a) Field #1 - This field represents the manufacturer's part number of the product. If a valid case UPC is available, the Prime Vendor should use the case UPC. The UPC check digit is optional. In the case where a UPC is not available, the Prime Vendor 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.
- b) Field #4 - This field needs to identify the manufacturer (not necessarily the supplier) of the product. If the item master has a valid case UPC and the Prime Vendor provides the UPC in field 4 there is no need to provide this field. If the item does not have a valid case UPC, the Prime Vendor must indicate the manufacturer or brand name or some code indicating the same. If the Prime Vendor uses a code, the Prime Vendor must provide an additional listing of those codes and their description. Note, this is the manufacturer of the product not necessarily who supplied the Prime Vendor the product.
- c) Field #6 - This is the off-invoice allowance amount. It can be found on the NAPA table. If the product is not subject to a NAPA allowance, the Prime Vendor must set this field to zero.
- d) Field #7 - This is the allowance UOM. It can be found on the NAPA table. If the

product is not subject to a NAPA allowance, the Prime Vendor must leave this field blank.

- e) Field #8 - Conversion to the Unit of Issue UOI. The conversion factors to equalize the allowance UOM to the unit of issue UOI. For example, if the unit of issue UOI is “CS”, 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 pounds in a case. If the product is not subject to a NAPA allowance, the Prime Vendor must set this field to zero.
 - f) Field #9 - For each item, the Prime Vendor must provide the applicable markup amount. As previously negotiated with DLA Troop Support, the Prime Vendor has 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 ensure that a NAPA allowance was provided off-invoice.
- vii. The NAPA Program is for the exclusive use of DLA Troop Support customers purchasing products under the resultant contract.

Note: For information on NAPA items holders, refer to the following website:
<https://www.dla.mil/Troop-Support/Subsistence/Food-Services/MPA-NAPA/>

I. REBATES/DISCOUNTS AND PRICE-RELATED PROVISIONS

1. The Prime Vendor shall employ prevailing commercial methods in the pursuit of discounts, rebates, allowances or other similar economic incentives or benefits, for the customers supported under the resultant 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 (2) herein), and other discounts, rebates, allowances or other similar economic incentives or benefits received 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 set forth in the submission requirements in the Business Proposal/Pricing and in the Reports section of the Statement of Work.
2. The Prime Vendor may retain Early Payment discounts that meet the following conditions:
 - i. The Early Payment discount is an incentive to encourage payment earlier than the normal payment due date;
 - ii. The Early Payment discount is consistent with commercial practice;
 - iii. The Early Payment discount is routinely given by the manufacturer/growers to customers

- other than the Prime Vendor at the same discount rate and under the same conditions as provided to the Prime Vendor;
- iv. 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;
 - v. The Early Payment discount is no more than 2 percent of the manufacturer/grower's invoice price and the early payment is required within 10 days to obtain the discount; and
 - vi. The Prime Vendor actually made the required payment within the time period required to receive the discount.
3. Upon request the Prime Vendor shall provide the Government with 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 Prime Vendor must include detailed payment terms on each invoice or quote used to substantiate product price(s), including any applicable discounts or rebates. If there are no payment terms associated with the document, the Prime Vendor must annotate it with "No payment terms".
 4. The Government may require (as needed) the Prime Vendor to submit invoices and other documentation from all subcontractor tiers or any manufacturer/grower or person in the Product Price supply chain, to substantiate that all discounts, rebates, allowances or other similar economic incentives or benefits have been applied to the 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 Prime Vendor 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 to the Prime Vendor's or sub-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 Prime Vendor's or sub-contractor's commercial customers, including interest. The Contracting Officer, or authorized representative, shall have the right to examine and audit all the 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.
 5. The Government may review/audit the Prime Vendor's electronic purchasing system to confirm that the Product Price of a product sold at a given time to a DLA Troop Support

customer is identical to the Product Price used by the Prime Vendor to determine the price of such product sold at the same time to its other customers. Should the Government identify evidence of incorrect pricing, or should other pricing issues arise, the Government reserves the right to conduct more frequent and extensive reviews/audits. 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.

J. ITEM AVAILABILITY

1. Items must be stocked in sufficient quantities to fill all ordering activity requirements. Fluctuations, increases, decreases, surges in demand must be taken into consideration when the Prime Vendor determines its supply chain management, including stocking procedures. Also lead times from CONUS to OCONUS must be considered.
2. The Prime Vendor shall maintain a **minimum of sixty (60) days of stock (DOS) on hand on a line item basis** in order to fill all ordering activity requirements and meet the surge and sustainment requirements of this contract.

On-Hand is defined as readily available to DLA Troop Support customers and does not include inventory that is on order, in transit, pending from a port, marked as picked, allocated for any customer, on medical hold, recalled or awaiting a shelf-life extension. Return items can only be included in the on-hand DOS calculation if the items have sufficient shelf-life and are fit for human consumption.

NOTE: The 60 DOS on hand requirement does not apply to locally sourced items such as Fresh Fruits & Vegetables (FF&V), fresh dairy, fresh baked products, ice, soda, and water, however quantities to support the customer requirements must be readily available to meet the required delivery dates (RDDs).

3. If an item with an established demand (12 weeks of historical demand data) is not properly managed by the Prime Vendor, and a not in stock (NIS) situation occurs that is projected to last for more than 21 days, the Prime Vendor will be required to commercially airlift the product from CONUS at the Prime Vendor's own expense. Use of the Defense Transportation System (DTS) may be available to the Prime Vendor for these movements at the Contracting Officer's discretion; however, the Prime Vendor will be responsible for reimbursing the Government for all costs associated with those DTS movements. Untimely action or inaction in remedying the supply chain will directly affect the Prime Vendor's CPARs ratings.

K. SURGE AND SUSTAINMENT

1. The primary mission of the Defense Logistics Agency (DLA) is to support the warfighter in peacetime and wartime, to include smaller contingencies. The ability to surge, or ramp up quickly and to sustain replenishment of wartime consumable items at an increased pace is critical to the execution of U.S. military strategy. DLA's designation as a Combat Support Agency makes it directly responsible for the timely support of critical supplies to the Combatant Commanders in support of their operational requirements. Because of DLA's

unique role, surge and sustainment capability is a primary consideration in all acquisitions. All DLA contractors are accountable for surge and sustainment performance, ensuring surge capability actually exists and validating surge capability through surge testing. Therefore, surge testing will be required under the resultant contracts of this solicitation for the life of the contract.

2. DLA may conduct a “Paper Surge Test”, where the Prime Vendor will be instructed to ramp up for surge requirements, and the Contracting Officer will assess their surge capacity based on reviewing the results of the “Supply Chain Fitness Report”.
3. DLA defines surge as the ability to ramp up quickly to meet accelerated delivery and increased quantities for a period lasting up to 30 days. DLA defines sustainment as the ability to sustain an increased delivery pace and increased quantities throughout the contingency for six (6) months or longer. The spectrum of possible contingencies includes major theatre and smaller scale contingency operations. Examples of various contingencies are as follows:
 - Joint Chiefs of Staff (JCS) Logistics Exercises – The Prime Vendor must have the ability to support short term surges in demands, which may increase three times the pre-surge average weekly demands (based on an average of the most recent 12-week period). There may be occasions where large increases in quantity will be necessary for short periods of time and on short notice. A surge situation is defined as an increase in military feeding of 150% of peacetime demand for a period of up to 30 days. Rarely, there is sufficient advance notice as to when exercise surges will occur. The Prime Vendor will be required to meet the surge demand in the normal contractual lead times. For the contract resulting from this solicitation the Prime Vendor will be required to have the ability to sustain surges of 150% of pre-surge demand levels for 30 days without advance notice. If, for example, an item has a pre-surge demand of 100 cases per week, the Contractor is expected to be able to support 300 cases per week for 30 days during the surge period.
 - Military Operations – The Prime Vendor must have the ability to support surges in demand, which may be needed for an extended period of time on short notice. For this type of scenario, the ability to ramp up quickly to meet increased 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 demand for supplies of those items and quantities listed in the contractor 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 Prime Vendor must have the ability to support this increased level of supply for an extended period of time.

L. DISPOSAL OF PRODUCTS

1. All products, shall be properly managed by the Prime Vendor to avoid the need for disposal. In general, the Government shall not be liable for any disposal costs under this contract. The

Government will only be liable for disposal costs associated with the specific direction provided by the Contracting Officer. Any request for disposal payment must be accompanied by supporting documentation provided by the Prime Vendor.

2. The costs for disposal shall be separately billed by the Prime Vendor via a manual invoice. Each manual invoice, submitted by the Prime Vendor, must reflect the number of cases actually disposed of. Each manual invoice must be verified and signed by the Contracting Officer Representative and approved by the Contracting Officer before it can be submitted electronically for payment. Detailed support documentation must be submitted with each manual invoice. Disposal invoices and supporting documentation shall reflect a complete calendar month (e.g. January 1 through January 31) and must be submitted to the Contracting Officer no later than the 15th day of the following month (e.g. February 15 in the preceding example). Assuming the aforementioned conditions are met, payment will be authorized by the Contracting Officer at the end of each billed month.

M. NON-COMPETITION/NON-SOLCITATION

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

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, Part 4, 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 life of the contract.

V. TRANSPORTATION

A. BEST SERVICES

The Government reserves the right to use the system that provides the best services to its customers (readiness included as a factor). In general, the following applies:

1. The Prime Vendor will be required to ship the products from the United States using the United States Defense Transportation System (DTS). The Prime Vendor will use contracts established by United States Transportation Command (USTRANSCOM) for those shipments. The Prime Vendor will contact the Defense Logistics Agency Distribution, New Cumberland Transportation Operations via the following e-mail address: oceancontainers@dla.mil to request bookings. The DLA Distribution Transportation Operations team will book or provide authorization/instruction to the Prime Vendor in order to book the required transportation with the authorized carrier. The USTRANSCOM contracted carrier will be responsible for the transportation of the Prime Vendor's products from the specified CONUS manufacturer or

CONUS distribution facility to the Prime Vendor's OCONUS distribution facilities. This transportation method is known as "Point to Point" delivery.

2. The DLA Distribution Representative, in coordination with the Prime Vendor representative, will ensure the necessary arrangements are made for ocean transportation, bookings and freight forwarding to the Prime Vendor's OCONUS facility, unless otherwise specified in the contract.
3. Shipping Instructions for the Prime Vendor will be sent via e-mail. The Prime Vendor will be required to provide DLA Distribution with a packing list two hours after loading the container and provide the ocean carrier with any USDA health certificates, commercial packing lists, commercial invoices, or other documentation required for transit through any country along the shipping route. The Prime Vendor may also be required to provide documentation that will be used to identify that the products being shipped by the Prime Vendor via the carrier are for "U.S. Armed Forces". The Prime Vendor is responsible for the timely submission of its packing lists for the containers. Within two (2) hours of loading the container, the Prime Vendor will send the packing lists to DLA Distribution for preparation of the shipping documents. Prime Vendors that fail to follow this process will not receive future bookings until the matter is resolved. If the cargo has to be returned for any problem caused by the Prime Vendor, the import back into the U.S. is the responsibility of the Prime Vendor and the original transportation charges shall be reimbursed to DLA.
4. For all shipments to OCONUS Distribution Facility(s), all products are required to be palletized at least 80% of cube or weight of usable space in a container.

Maximum cube/weight utilization is encouraged for all shipping containers; however, the below chart lists the minimum acceptable container utilization for any OCONUS shipment.

| 80% Usable Container Capacity | | | | |
|--------------------------------------|----------------|--------|----------------|--------|
| Container Type | 20' Containers | | 40' Containers | |
| | Cube | Weight | Cube | Weight |
| Dry | 760 | 31,360 | 1,600 | 35,200 |
| Reefer | 659 | 27,920 | 1,346 | 31,840 |
| Insulated | 760 | 31,360 | 1,600 | 35,200 |
| High Cube Dry | 920 | 31,360 | 1,782 | 34,960 |
| High Cube Reefer | 920 | 31,360 | 1,578 | 31,440 |
| High Cube Insulated | 920 | 31,360 | 1,782 | 34,960 |

All shipments to OCONUS Distribution Facility(s) shall be shipped in 40' containers. Information concerning 20' containers is only provided in the event the Contracting Officer instructs the Prime Vendor of a requirement to ship products in 20' containers. Any exceptions to meeting the 80% minimum require prior approval from the Contracting Officer. The Government reserves the right to bill the Prime Vendor for underutilized containers.

5. When a carrier is utilized pursuant to a USTRANSCOM contract, the applicable Government designated Ocean carrier will provide sea vans and transport them to the specified CONUS

manufacturer or CONUS distribution facility. The Prime Vendor will load the vans at their distribution facility in accordance with the terms outlined in Section “Packaging/Packing”.

Note: All containers are considered live load. During the live load, the Prime Vendor will have two (2) hours free time to load the container before detention charges accrue. The applicable detention rates will be defined in the carrier’s USTRANSCOM contract and charged to the Prime Vendor.

The Government-designated Ocean carrier will then pick up the loaded vans and transport them to the applicable Port for subsequent shipment. Upon arrival at the OCONUS Port(s), the freight forwarded shipment will be transported to the Prime Vendor’s OCONUS Distribution Facility(s) by a USTRANSCOM carrier.

6. In order to enforce this requirement, the Prime Vendor shall assign a customer representative to the contract, which will be solely responsible for overseeing this process.
7. Under the DTS transportation method of delivery, the Prime Vendor will be responsible for properly loading and contacting the Ocean carrier for drayage of the loaded container to the embarkation port. The Ocean carrier will have the reefer container set at the required temperature when it arrives. The Prime Vendor must ensure that the temperature is set as required and the unit is cooling upon receipt. Temperature setting should be photographed by the Prime Vendor so that discrepancies can be later verified. The Prime Vendor will be responsible for making a visual inspection of the container to ascertain that it is intact, and that equipment appears to be operable. The Prime Vendor will be responsible for any detention charges and arranging the return of empty containers to the Government designated Ocean carrier, but will not be responsible for return drayage. The Prime Vendor must advise the DLA Distribution Representative of any new supplier locations well in advance of the supplier being operational so that available line haul rates can be ensured.
8. DLA Troop Support estimates that the “Point to Point” delivery time to Puerto Rico from the Eastern and Western U.S. coasts averages five (5) to eighteen (18) days depending upon the point of embarkation. The delivery time for new items can range from fourteen (14) to thirty-five (35) days when taking into consideration the fact that the item must be sourced, ordered and then shipped. However, these timeframes are estimates and the Prime Vendor must be aware that delays in excess of these timeframes may occur. The Prime Vendor is solely responsible for maintaining sufficient stock levels in its OCONUS facility(s) to cover any such delays in transport. Any Prime Vendor claims for cost relating to delays in transportation or other transportation-related issues, such as loss or damage to goods, lie against the USTRANSCOM contracted 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 Prime Vendor is solely responsible for developing and presenting any claims for delay, loss, or damage to the USTRANSCOM designated carrier when applicable. The Prime Vendor is cautioned that in some instances the USTRANSCOM contracted carrier may have limited or no liability under the terms of the USTRANSCOM contract (see B. Insurance/Liability and Claims, below). It is important for all offerors to

familiarize themselves with the said contracts and agreements for purposes of proposing on this solicitation and consider those limitations and the associated risks when preparing offers.

NOTE: "Point to Point" is further defined as the date a CONUS container is loaded to the OCONUS warehouse arrival date. This includes the USTRANSCOM inbound transportation process, to include customs clearance at the arrival port.

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

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

i. Additional Packaging and Marking Requirements:

- (a) Prohibited cushioning and wrapping materials: Use of asbestos, excelsior, newspaper, shredded paper (all types, including wax paper and computer paper), and similar hygroscopic or non-neutral materials and all types of loose-fill materials, including polystyrene, are prohibited for application such as cushioning, fill, stuffing, and dunnage. In addition, the use of yellow wrapping or packaging material is prohibited except where used for the containment of radioactive material.
- (b) MIL-STD-129 establishes requirements for contractors that ship packaged material to the Government to provide both linear bar codes and two-dimensional (2D) symbols on shipping labels. Shipping labels with 2D symbols are referred to as Military Shipping Labels (MSL) and are required on all CONUS and OCONUS shipments with the following exceptions:
 - (1) Subsistence items procured through full-line food distributors (prime contractors), "market ready" type items shipped within the Continental United States (CONUS) to customers within CONUS.
 - (2) Any item for which ownership remains with the contractor until the item is placed in designated locations at the customer location prior to issuance to the customer. Government control begins upon placement of the item by the contractor into the designated location or issuance from the designated location by contractor personnel (i.e., the contractor is required to stock bins at the customer location and/or issue parts from a contractor-controlled parts room).
 - (3) Bulk petroleum, oil and lubricant products delivered by pipeline; or tank car, tanker and tank trailer for which the container has a capacity greater than 450 L

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

(119 gallons) as a receptacle for a liquid; a maximum net mass greater than 400 kg (882 pounds) and a capacity greater than 450 L (119 gallons) as a receptacle for a solid; or a water capacity greater than 454 kg (1000 138 pounds) as a receptacle for a gas.

(4) Medical items procured through Customer Direct suppliers or prime contractors that do not enter the Defense Transportation System.

(5) Delivery orders when the basic contract has not been modified to require MIL-STD-129.

(c) MIL-STD-129 provides numerous illustrations of what should be bar-coded and the recommended placement of the bar code. Further information is available on the DLA Packaging Website at:

<https://www.dla.mil/Logistics-Operations/Packaging/>

ii. Requirements for Treatment of Wood Packaging Material (WPM) Assets packed in or on wood pallets, skids, load boards, pallet collars, wood boxes, reels, 152 dunnage, crates, frames, and cleats must comply with the Heat Treatment (HT) or Heat Treatment/Kiln Dried (HT/KD) (continuous at 56 degrees Centigrade for 30 minutes) standard in 6 6 DoD Manual 4140.65-M "Compliance for Defense Packaging: Phytosanitary Requirements for Wood 155 Packaging Material (WPM)". WPM must be stamped or branded with the appropriate certification 156 markings as detailed in DOD 4140.65-M and be certified by an accredited American Lumber Standards Committee (ALSC)-recognized agency. The WPM certification markings must be easily visible, especially in pallet loads, to inspectors.

iii. Palletization shall be in accordance with MD00100452, REVISION C, DATED 09/2016 found at:

<https://www.dla.mil/Logistics-Operations/Packaging/>

10. Container Management. The Prime Vendor shall be responsible for managing the flow of containers from the port through the warehouse and into the theater. Planned and unplanned delays such as supply route blackouts, local holidays and border closures must be considered in the schedule for container movement. Although the Government is not liable for any costs related to such delays in transportation/container movement of Prime Vendor product, the Prime Vendor should use its best efforts to eliminate detention charges and reduce port storage fees while ensuring containers carrying "Not- in-Stock (NIS)" items are pulled first, followed by special meal containers. The Prime Vendor must consider all factors impacting the supply chain when making their supply chain management decisions. The Prime Vendor is solely responsible for ensuring its supply chain is properly managed to satisfy contract requirements. The Prime Vendor will be responsible for all additional DTS costs incurred by the USG as a result of the Prime Vendor's performance/decisions.

B. INSURANCE/LIABILITY AND CLAIMS

1. As discussed above, the Prime Vendor will transmit its transportation requirements to DLA Distribution, which will arrange Government-funded transportation through DTS or other system, as appropriate orders against the Universal Service Contract, Commercial Multi-Model Contract (CMM), or other USTRANSCOM contractual arrangements. The Prime Vendor's products will be shipped through DTS via commercial carriers receiving USTRANSCOM contract awards. Although these carriers are responsible for any loss or damage to the products they transport, such responsibility or liability may be limited by the terms of the applicable 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(s).

A copy of the Strategic Transportation Contracts (Universal Services Contract (USC-10) and Multi-Modal Transportation Services (MM) Contract) can be accessed using the following link:

<https://www.sddc.army.mil/SitePages/OceanBarge.aspx>

2. During the implementation period and/or as a requirement for offeror submission as defined in the solicitation, the Prime Vendor shall enter into an agreement and work with the USTRANSCOM carriers handling routes within the Prime Vendor's geographical responsibility to develop a claims process involving the Prime Vendor and the USTRANSCOM contractor(s). The purpose of such an agreement is to establish a working relationship between the Prime Vendor and the USTRANSCOM 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 claim(s) processing and dispute(s) resolution for losses and damage to Prime Vendor cargo by the USTRANSCOM carrier(s) and for the resolution of claims by the USTRANSCOM carrier(s) against the Prime Vendor for detention of carrier containers, port storage for detained containers, and maintenance provided by a carrier for detained refrigerated containers. The Prime Vendor and the USTRANSCOM carrier(s) will be responsible to each other, directly, for the payment and resolution of any claims. For example, the Prime Vendor shall pay the USTRANSCOM carriers directly for any dry runs, diversions, re-bookings caused by incorrect requests, short stops not at the request of the Government, detention, port storage or maintenance charges incurred by the Prime Vendor. The Prime Vendor shall provide the Contracting Officer with a copy of such carrier agreements, as well as any contact information that it receives from the USTRANSCOM contractor(s). The Prime Vendor shall update this information as necessary and provide the Contracting Officer with any changes made to such agreements. The Prime Vendor claims procedure developed for handling any claims between the Prime Vendor and the USTRANSCOM contractor(s) shall also be provided to the Contracting Officer. During the implementation period and/or as a requirement for offeror submission as defined in the solicitation, the Prime Vendor shall contact the USTRANSCOM designated carrier(s) for the routes within the Prime Vendor's geographical

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

3. The Prime Vendor should consider that substantive terms and conditions of the USTRANSCOM contract and this contract may be relevant to the agreement and procedures negotiated with the USTRANSCOM carrier(s) concerning claims procedures, dispute resolution procedures, etc. Also, the Prime Vendor should consider in negotiating any agreement or procedures that the USTRANSCOM carrier may take remedial action, including the assertion of a lien on Prime Vendor cargo or other actions, to protect its interests. Similarly, the Prime Vendor may exercise any right of setoff involving a commercial contract or other remedial action against the USTRANSCOM carrier to protect its interests. Finally, the Prime Vendor should consider when negotiating any agreement or procedures that disputes between the Prime Vendor and the USTRANSCOM carrier will not be subject to the Contract Disputes Act or the "Disputes" clause of this contract. Because claims for loss/damage to Prime Vendor cargo, detention of USTRANSCOM carrier containers, port storage assessed against detained carrier containers, maintenance of detained carrier refrigerated containers, etc. are to be covered by agreement between the Prime Vendor and USTRANSCOM carrier(s), disputes regarding such matters will be covered by the business arrangement between the Prime Vendor and USTRANSCOM carrier(s) and laws applicable to such arrangements.
4. As explained above, the Government is not responsible or liable for any loss or damage to the Prime Vendor's products shipped through the DTS. Any such losses or problems can be mitigated by establishing a good working relationship with the carriers, being familiar with the terms and conditions of the USTRANSCOM contract and obtaining maritime insurance for the products shipped. Any discrepancy reports, notice of claims or claims for such loss or damage, as well as, any other communications regarding such loss or damage shall be submitted by the Prime Vendor directly to the carrier for resolution, not to DLA Troop Support or USTRANSCOM. The Prime Vendor shall copy the Contracting Officer with any such claims, notice, or reports. At the request of the Prime Vendor, the Contracting Officer may facilitate the resolution of the claim, but all communications regarding the claim shall be between the Prime Vendor and the carrier and not through DLA Troop Support or USTRANSCOM. This procedure is not subject to change or modification, except by the Contracting Officer. If the Prime Vendor is unable to communicate directly with the carrier for any reason, it should promptly advise the Contracting Officer.
5. Offerors are advised that the lack of an agreement between the Prime Vendor and a USTRANSCOM carrier will not prohibit the Government from using that carrier in performance of the contract. The purpose of the carrier agreement is to facilitate a dispute resolution process between the Prime Vendor and the USTRANSCOM carrier(s). In the

absence of a carrier agreement, the Prime Vendor and USTRANSCOM carrier(s) will still be liable to each other for any claims or disputes related to transportation of goods under DTS. The Government is not responsible or liable for any loss or damage to the Prime Vendor's products shipped through the DTS.

6. The offeror acknowledges that the Government will not be liable for loss or damage of product while the material is being transported by a USTRANSCOM carrier.

C. PRIME VENDOR RESPONSIBILITIES REGARDING TRANSPORTATION

1. The Prime Vendor will be responsible for all documentation and required paperwork, as well as packaging/packing and marking of products as originally stated in the solicitation.
2. The Prime Vendor will be responsible for making a visual inspection of the container to ascertain that it is intact, and that all equipment appears to be operable.
3. All freeze and chill trucks will use temperature recording devices, readings of which will be made available upon request.
 - i. The Prime Vendor must use Temperature Monitoring Devices (TMDs) that allows the customers to easily access and/or read the information upon arrival at the customers' facility(ies). Security issues accessing this information at the customer level should be taken into consideration.
 - ii. It is the Prime Vendor's responsibility to ensure Long Range Temperature Monitoring Devices (TMDs) are used for temperature-controlled containers where necessary. Some customer transit times may exceed 30 days and Long Range TMDs will be required. Long Range TMDs must also allow the customers to easily access and/or read the information upon arrival at the customers' facility(ies).
4. Additionally, the Prime Vendor will be responsible for the van temperature verification, pre-cooling vans, when appropriate, and loading vans.
5. Unless otherwise specified in the contract, the Prime Vendor will be responsible for arranging the return of empty containers to the carrier. The Prime Vendor shall be responsible for detention charges that result from the delayed return of the empty containers.
6. In order for the Prime Vendor to book its own cargo, in accordance with USC-10, all personnel will be required to use Common Access Card (CAC), DoD External Certificate Authority (ECA) or a DoD-approved Public Key Infrastructure (PKI) (Yubikey) to access the Surface Deployment and Distribution Command (SDDC) transportation systems, Integrated Booking System (IBS). CAC, ECA or Yubikey access will be required throughout the life of the contract.

NOTE: If cargo is booked by anyone other than the Prime Vendor, it is the Prime Vendors responsibility to ensure all aspects of the booking(s) are accurate. Errors in the booking data

not addressed/corrected prior to cargo departure (CONUS and/or OCONUS) are the Prime Vendors responsibility and the US Government will not be held accountable for any resultant negative effects.

D. GOVERNMENT RESPONSIBILITIES REGARDING TRANSPORTATION

1. USTRANSCOM will be responsible for the contracting of transportation of products from the Prime Vendor's CONUS Distribution Warehouse(s) to the Prime Vendor's OCONUS warehouse(s).
2. The DLA Distribution Representative in coordination with the Prime Vendor will be responsible for making ocean transportation bookings that provide transportation from the Prime Vendor's CONUS facility to the door of the Prime Vendor's OCONUS facility to include setting up transportation from the OCONUS port to the Prime Vendor's OCONUS facility.
3. The DLA Distribution Transportation Operations team will 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 Prime Vendor are for "U.S. Armed Forces".

E. VEHICLE TRANSPORTATION

The Prime Vendor is responsible for providing sufficient transportation assets to support all authorized customer requirements under this contract.

F. SAFETY OF LIFE AT SEA (SOLAS)

1. SOLAS requires that the Verified Gross Mass (VGM) of all loaded containers be provided to the ocean carrier and terminal representative before any container is lifted onboard a vessel. Additional information on these requirements is included in the Master List of Advisories (All Modes) found at:

<https://www.sddc.army.mil/SitePages/Custom-Carrier-Advisories.aspx>

2. When shipping containers booked through the DTS, in order to comply with SOLAS requirements, the Subsistence Prime Vendor MUST ensure the VGM of each container is provided to DLA Distribution, the VGM of each container is certified, and the tare weight of each container is also provided to DLA Distribution. This information shall be provided by the Subsistence Prime Vendor, or its representative, in a format approved by the DLA Distribution Transportation office.

The certified VGM of the container shall be determined by one of the following methods, unless otherwise authorized by the Contracting Officer, with all weighing being completed in accordance with the laws of the jurisdiction in which the weighing occurs:

Method No. 1: Weigh the packed container after loading is finished

---or---

Method No.2: Weigh the individual packages/cargo, including the packing and securing material, then add the tare weight of the container.

3. When shipping containers are booked through DTS, the VGM provided to DLA Distribution must be certified with the following statement:

“I hereby certify that this container was weighted IAW the International Convention for the Safety of Lives at Sea (SOLAS), Chapter VI, Part A, Regulation 2 – Cargo Information, and the gross weight is determined to be _____ lbs.

Signed and certified: (electronic signature; pen and ink signature; or signature block in all capital letters)”.

All forms of signature must be legible and made by a representative of the “shipper”. For the purposes of the certified VGM for any material shipped through DTS under this contract, the “shipper” is defined as the company at whose location the container is loaded and sealed. There may be instances where the party booking the container differs from the shipper; however, the shipper is still responsible for supplying and certifying the VGM data unless otherwise directed by the Contracting Officer or DLA Distribution. The Subsistence Prime Vendor will be responsible for ensuring that the shipper provides an accurate VGM and provides the appropriate certification. Failure to submit the VGM, the above certification statement, and/or a legible, valid form of signature may delay the container shipment. The Government will not be responsible for any delays or costs associated with the failure to provide the required VGM and certification. Consistent with the basic contract terms, any such costs, including demurrage or product loss, will be the Subsistence Prime Vendor’s responsibility.

NOTE: Inclusion of the above certification on a packing list is the preferred method of submission; however, other forms of submission may be acceptable when approved or required by DLA Distribution and the Contracting Officer.

4. It is the Subsistence Prime Vendor’s responsibility to ensure all information and documentation submitted is accurate so that containers will not be delayed during transit. The Subsistence Prime Vendor is advised that a container missing the VGM certification may not be loaded onboard the vessel and may be denied entry to the port facility. Any discrepancies in the VGM could result in additional charges and/or cargo being frustrated within the transportation pipeline. The Subsistence Prime Vendor will be responsible for costs incurred for delays due to improper or erroneous documentation, including documentation related to SOLAS requirements. The U.S. Government is not responsible for any costs resulting from or related to delays associated with these SOLAS requirements or improper documentation.
5. Additionally, for Class I Subsistence shipments through DTS, the Subsistence Prime Vendor will be required to provide the DTS carrier with the VGM directly. The method for providing each carrier with the VGM may vary based on the carrier and the port. The Subsistence Prime Vendor shall request specific guidance on how this information is to be provided to the carriers from the DLA Distribution Transportation Office.

6. The Subsistence Prime Vendor is responsible for ensuring its continued compliance with transportation-related laws and regulations applicable to performance under this contract. The Subsistence Prime Vendor should continue to coordinate with USTRANSCOM, Military Surface Deployment and Distribution Command, DLA Distribution, and DLA Troop Support to ensure its continued compliance with all DTS shipping requirements.

G. AIRLIFTS

1. Airlifts to support customer requirements in Puerto Rico are not anticipated. The Prime Vendor is required to stock sufficient quantities of product to meet all Puerto Rico customer demands. If an item with an established demand is not properly managed by the Prime Vendor, a not-in-stock situation occurs, and the item is projected to be out of stock for more than 21 days, the Prime Vendor will be required to airlift product at its own expense. Furthermore, the Prime Vendor shall provide status of any planned airlift to the Contracting Officer within 48 hours of the NIS situation occurring.
2. The Contracting Office may authorize DTS and/or commercial airlifts to fulfill customer requirements for short shelf-life, highly perishable items that cannot be sourced in the local market. Airlifts will only be authorized when a local source is not available. Airlift requests must be submitted for approval to the Contracting Officer. Only the Contracting Officer may approve an airlift request. If approved, the Prime Vendor will deliver the product to the designated CONUS facility for preparation to airlift.
3. Any Government emergency requirement to airlift product to a customer must be directed by the Contracting Officer, and the product shall be moved via military assets or USTRANSCOM tender processes.
4. If, due to time constraints, air tenders through USTRANSCOM are not available, the Prime Vendor must have a working arrangement in place with a commercial air source that can be ready to deliver on a moment's notice.
5. The Prime Vendor remains responsible for its product during USTRANSCOM and commercial transit and the risk of loss remains with the Prime Vendor. The Prime Vendor is responsible for all costs associated with delivery of product to the over-pack facility for every air shipment.

NOTE: Pallet tri-walls must be constructed from the appropriate level of cardboard to withstand the normal requirements of the journey. Frozen and chill pallet tri-walls must be lined with suitable insulating materials and either wet ice or dry ice will be added as needed to maintain the products for the expected journey timeframes.

H. DIRECT VENDOR DELIVERIES WITHIN PUERTO RICO

Customers under this solicitation may require direct vendor deliveries for certain items (e.g., FF&V, water, bakery, soda, etc.) from approved local Puerto Rican sources. The Prime Vendor

shall sub-contract with the approved Puerto Rican source(s) to fulfill these direct vendor delivery requirements.

When the Prime Vendor utilizes sub-contractors to perform direct vendor delivery services to the customers under this solicitation, the following price formula shall apply:

$$\text{Contract Unit Price} = \text{Product Price} + 50\% \text{ of the Distribution Price}$$

Categories 6, 7, 8, 9, 10 and 11 are subject to this pricing. This reduction will be accomplished by reducing the existing distribution price category by 50% and submitting an 832 Price Change that reflects the reduced price. It will be the Prime Vendor's responsibility to notify the Contracting Officer if the subcontractor changes and is no longer a direct vendor delivery.

I. OVERLAND TRANSPORT OF PRODUCT IN SUPPORT OF AERIAL PORTS OF DEBARKATION AND SEA PORTS OF DEBARKATION (APOD/SPOD) AND PORT TO PORT SHIPMENTS

1. As directed by the Contracting Officer, the Prime Vendor may be required to transport product to or from the APOD and SPOD locations closest to the OCONUS Prime Vendor warehouse locations in support of US government sponsored air shipments or port to port movements. Transports must be requested via e-mail or other written correspondence by the Contracting Officer. At a minimum, the Prime Vendor would be required to perform the following tasks:
 - i. Coordinate with DLA-Troop Support designated personnel for the specific mission requirements, transport time, location, and destination.
 - ii. Organize and deploy warehousing, transportation, and personnel assets to the respective sites to fulfill or receive shipments.
 - iii. Provide transport of pallets, dunnage of air pallets, tarping and strapping of goods.
 - iv. Protect goods from moisture, contamination and any other damage.
 - v. In case of delayed or cancelled flights, restock, re-ice, and repack supplies.
2. No more than two (2) requests for overland transport of product to or from an APOD or SPOD location may be directed by the Contracting Officer in a calendar year. All Prime Vendor costs, including but not limited to the tasks described above shall be included in the distribution price.

J. PRIME VENDOR PRODUCT TRANSFER

DLA Troop Support Prime Vendors will be permitted to transfer product between one another based on their own agreements. However, the receiving Prime Vendor must catalog the item(s) at the actual unit price as defined in this solicitation which is equal to product price plus the

receiving Prime Vendor's distribution price. The receiving Prime Vendor will not be entitled to any amount above contract product price.

VI. WORKERS' COMPENSATION INSURANCE, AND INTERPRETATIONS/TRANSLATIONS

A. WORKERS COMPENSATION INSURANCE

1. FAR 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) is included by reference in this solicitation.
2. The Secretary of Labor may waive application of the Defense Base Act (DBA) with respect to any contract, work location, or class of employees upon the written request of the head of any department or other agency of the United States. DLA understands that it is Department of Labor's policy that waivers do not apply to citizens or legal residents of the U.S. or to employees hired in the United States. In addition, once granted, the waiver is only valid if alternative workers' compensation benefits are provided to the waived employees pursuant to applicable local law. If there are no local workers' compensation laws, the waiver has no effect and local and foreign nationals working under a United States contract are covered under the DBA. It is the Prime Vendors responsibility to obtain the insurance coverage as required. All costs to provide coverage throughout the life of the contract shall be included in each offeror's proposal.

B. INTERPRETATIONS/TRANSLATIONS

1. The Prime Vendor 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.
2. The Government is not obligated to provide any assistance to the Prime Vendor in the day-to-day translations and interpretations necessary to communicate with DLA Troop Support.
3. The Prime Vendor shall provide a means of real-time communications/translation/interpretation between and among 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 that require interpretation or translation.
4. All correspondence, official documents that impact work performed under this contract and communications between the Prime Vendor and the U.S. Government pertaining to this contract shall be in the English language.
5. Documents not in English, i.e. foreign manufacturer/suppliers quotes/invoices, customs documents, etc. must be accompanied by a certified 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 Currency Exchange Rates Converter on the United States Treasury site as of the most recently published quarter found at:

<https://fiscaldata.treasury.gov/currency-exchange-rates-converter/>

VII. INVENTORY, WAREHOUSE MANAGEMENT AND OFFICE SPACE

A. WAREHOUSE MANAGEMENT

1. The Prime Vendor will be required to perform supply chain and warehouse management functions and to position a full line of food and beverage items into its warehouse(s).
2. Supply chain management and warehouse management system procedures are the sole responsibility of the Prime Vendor. As supply chain management and warehouse management system procedures are the sole responsibility of the Prime Vendor, the Government will not be liable for expired or excess inventory during the life of the contract or after the contract has expired. Any information provided to the Prime Vendor by the Government (i.e. estimates, headcounts, etc.) during contract performance is merely guidance to assist the Prime Vendor in fulfilling its role of supply chain management in the context of specific contract requirements. Though the Government will utilize its best efforts and reasonableness in furnishing said information, it provides no warranties or representations that the information provided is wholly accurate. Ultimately, the Prime Vendor is responsible for ensuring that its supply chain management is sufficiently executed and managed to meet the specific requirements contained in this solicitation. This includes product movement procedures, inventory rotation methods, quality assurance positions, open date of pack labeling procedures, and shelf-life procedures. The Prime Vendor will be responsible for stocking, at a minimum, any item that has a ten (10) case average monthly requirement, However, there may be instances when the Prime Vendor will be required to source items that do not meet this monthly case level.
3. At all times the Prime Vendor shall maintain a minimum of **sixty (60) days of stock (DOS) on hand, by line item for each and every line item** of Prime Vendor product in order to fill all ordering activity requirements and meet the surge and sustainment requirements of this contract. It is the Prime Vendor's responsibility to determine the warehouse size and number of pallet spaces it needs to fulfill the demand requirements of this solicitation to include surge requirements. The standard American pallet size is 48x40 inches. Solicitation estimates are subject to be increased or decreased based on the actual conditions on the ground. The Prime Vendor will be responsible for determining its stocking needs based on its own average weekly and average monthly demands (AWD/AMD) and maintaining the required minimum 60 DOS on-hand and 98% fill rate.

Days of stock (DOS) on hand by line item is calculated by the following steps:

Step 1: Determine Average Weekly Demand (AWD) based on the most recent 12-week period (where 12 weeks exist)

$AWD = \text{Demand for most recent 12-week period} \div 12$

Step 2: Determine the Average Daily Demand (ADD)

$$\text{ADD} = \text{AWD} \div 7$$

Step 3: Determine DOS on hand by line item based on current Stock on Hand (SOH)

$$\text{DOS} = \text{SOH} \div \text{ADD}$$

Note: “On-Hand” is defined as readily available to DLA Troop Support customers and does not include inventory that is on order, in transit, pending from a port, marked as picked, allocated for any customer, on medical hold, recalled or awaiting a shelf-life extension. Return items can only be included in the on-hand DOS calculation if the items have sufficient shelf-life and are fit for human consumption.

Note: The 60 DOS on hand requirement does not apply to locally sourced items such as Fresh Fruits & Vegetables (FF&V), fresh dairy, fresh baked products, ice, soda, and water, however quantities to support the customer requirements must be readily available to meet the required delivery dates (RDDs).

4. The Prime Vendor has responsibility for all inventory management. Any decision made by the Prime Vendor to transport products that are over/under stocked from one Prime Vendor facility to another Prime Vendor facility (if applicable) is intra-transportation and is considered a business expense incurred by the Prime Vendor. Any cost/expense incurred due to intra-transportation is the sole responsibility of the Prime Vendor, unless specifically authorized by the Contracting Officer.
5. The Prime Vendor must provide all the necessary assets, to include material handling equipment and labor to maintain operations.
6. The Prime Vendor is responsible for providing the proper equipment (i.e. pallet jacks, forklifts, etc.) to move material to the back of the delivery vehicles at the customer delivery points. In some instances, upon customer request, for example when a customer delivery location does not have a loading dock, the Prime Vendor will be required to download product from the truck to the ground (potentially using a truck with a lift gate).
7. The Government shall be permitted access to the Prime Vendor’s warehouse management system. At a minimum, view-only access is required, and the access may be from the warehouse. Online site access is not required.

B. BREAKING CASES

Under the proposed contract, the Prime Vendor will be required to break cases for spices. The decision to break cases for additional items, other than spices, must be mutually agreed upon between the Prime Vendor and the Contracting Officer, at no additional costs to the Government.

VIII. SECURITY MEASURES / FORCE PROTECTION AND THEATER SUPPORT

A. SECURITY MEASURES / FORCE PROTECTION

1. 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 make efforts and ensure steps are taken to prevent the deliberate tampering and contamination of subsistence items. Such precautions are designed to provide for Food Defense as described by the Food & Drug Administration (FDA) at:

<http://www.fda.gov/Food/FoodDefense/default.htm>

2. As the holder of a contract with the Department of Defense, the Prime Vendor should be aware of the vital role it plays in supporting the Government's customers. It is incumbent upon the Prime Vendor to take actions to secure products delivered to all customers. It is a requirement for the Prime Vendor to have written force protection/food defense plans relating to plant security and security of product in light of the heightened threat of terrorism and to secure prime vendor product from intentional adulteration/contamination. The Prime Vendor's Food Defense Plan must be in compliance with the DLA Troop Support Food Defense Checklist as determined by the Contracting Officer. To download a copy of the DLA Troop Support Food Defense Checklist, go to:

https://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/food_defense_check19MAR20.pdf

3. The Prime Vendor's Food Defense Plan must be submitted to the Contracting Officer within 60 days after contract award to be reviewed for acceptability. The Contracting Officer may conduct ongoing verifications of the Prime Vendor's security and food defense system throughout the life of the contract. Failure to have or maintain an acceptable food defense plan will be considered a breach of contract. The DLA Troop Support-FTSB may conduct Food Defense Audits/reviews during Prime Vendor Product Quality Audits, Unannounced Quality Systems Management Visits and/or other visits to verify the implementation, compliance and effectiveness of the Prime Vendor's Food Defense Plan. The Prime Vendor's Food Defense Plan should include specific security measures relating to, but not limited to, the following areas:

- Employee Identification
- Background Checks where applicable
- Control of Access to Plant Facility, Gates and Doors at the Facility
- Internal Security
- Training and Security Awareness
- Product Integrity
- Transportation Security

4. The Prime Vendor may modify its Food Defense Plan at any point during the contract implementation or during the period of performance, however, any change must be determined acceptable by the Contracting Officer. Whenever a change is made to the Food Defense Plan, it must be submitted to the Contracting Officer for review and approval. If more than one facility will be used to store or distribute products, a separate acceptable Food Defense Plan for each facility is required.
5. The Prime Vendor will ensure that all products and/or packaging have not been tampered or contaminated throughout the manufacturing, storage and delivery process. The Prime Vendor will immediately inform the Contracting Officer of any attempt or suspected attempt by any party or parties, known or unknown, to tamper with or contaminate subsistence supplies.
6. The following security guidance is also provided:
 - i. Make sure all boxes, bags, etc. are intact and demonstrate no evidence of tampering. All incoming truck drivers should provide adequate identification upon request. Visitors should also be properly identified and have limited access to those areas appropriate for their visit. Procedures for storing product should adequately control access to eliminate any possibility of product adulteration.
 - ii. The warehouse facilities must have sufficient lighting, an adequate number of cameras located inside and outside for complete surveillance, security fences and locking devices. Guards for static security shall be utilized.
 - iii. Open trucks shall never be left unattended, and bolt-seals shall be used when possible to designate loaded trailers. Security seals shall be properly placed on all delivery vehicles and registered/logged in per delivery. The Prime Vendor will ensure that employee background checks are up to date. The Prime Vendor will also ensure drivers have communication devices available in the event of an emergency and establish emergency phone numbers for them to use. Firms should keep a low profile and only share customer routes, etc. on a need-to-know basis. Review of overall organizational corporate security plans should be conducted and consider whether private security firms are needed to assess or reduce risk. It is important to convey to all warehouse, office and fleet personnel that security should not be taken lightly, and any suspected adulteration or evidence of product tampering must be reported immediately.
 - iv. When split/consolidated deliveries are authorized, the delivery vehicles are required to be sealed after each delivery point. The Prime Vendor shall be responsible for providing the seals and seal number to the installation in advance or at the time of the scheduled delivery. The military liaison or designated representative at the drop-off point shall be responsible for re-sealing the delivery vehicle with the new seal and annotating the number on the delivery ticket. Under no circumstances will drivers reseal delivery vehicle or complete the associated paperwork. Split/consolidated deliveries made in conditions other than those cited above are subject to be rejected by the customer.
7. Information Protection. The Prime Vendor shall prevent unauthorized release of sensitive

and/or classified information in accordance with communications security (COMSEC) and operations security (OPSEC), and information system security (INFOSYSEC) by all employees.

8. Operational Security. The Prime Vendor shall establish, maintain and execute a vigilant Operations Security (OPSEC) Program to include, but not limited to, receipt, accountability, safeguard, destruction, and investigation of any operational information.
9. INFOSYSSEC Security. The Prime Vendor shall establish, maintain and execute a vigilant information system security (INFOSYSSEC) Program to include, but not limited to, receipt, accountability, safeguard, destruction, and investigation of any computer security, internet security, network security, information security, security, computer, network, information, hacking, hacker, exploits, and vulnerabilities.
10. Data Use, Disclosure or Information, and Handling of Sensitive Information. The Prime Vendor shall maintain, transmit, retain in strictest confidence, and prevent the unauthorized duplication, use and disclosure of information. The Prime Vendor shall provide information only to those employees of the Prime Vendor and its subcontractors who have a need to know such information in the performance of their duties under this contract. Information made available to the Prime Vendor by the Government for the performance and administration of this effort shall be used only for those purposes and shall not be used in another way without the written agreement of the Contracting Officer.

B. CYBERSECURITY REQUIREMENTS

1. Incident Reporting: In addition to adhering to the reporting requirements as outlined in DFARS clause 252.204-7012, when the contractor discovers a cyber-incident that affects covered defense information or the contractor's ability to meet the requirements of the contract, the contractor will:
 - i. Provide the results of any reviews conducted for evidence of compromise of covered defense information or that affect the Contractor's ability to provide operationally critical support; including, but not limited to, identifying compromised computers, servers, specific data, and user accounts.
 - ii. Rapidly report the incident(s) to the applicable Contracting Officer and the DLA Cyber Resilience Program Office (the point of contact information will be provided at the time of contract award).
 - iii. Preserve and protect relevant artifacts (e.g., configurations, audit logs, packets, etc.) for at least 90 days from the submission of the cyber-incident report so that if it is deemed necessary, DLA's Cyber Resilience Program Office or Cyber Emergency Response Team may request access to the artifacts.
 - iv. Provided, upon request, by the Contracting Officer on behalf of the DLA Cyber

Emergency Response Team, access to additional information (to include damage assessment information gathered, etc.) or equipment that is necessary to conduct a forensic analysis related to an identified incident.

2. Independent Verification and Validation: In addition to adhering to the cybersecurity requirements as outlined in DFARS clause 252.204-7012, specifically the derived requirements in NIST SP 800-171, as it relates to “security and risk assessments”, the contractor will:
 - i. Upon request, provide the Contracting Officer and the DLA Cyber Resilience Program Office a copy of the most current plan of action to mitigate or correct identified weaknesses and vulnerabilities within information system(s) owned and operated by the contractor, which enables the contractor’s ability to meet the requirements/deliverables outlined within the solicitation.
 - ii. Allow DLA’s Cyber Assessment Team or a 3rd Party Assessor (DLA will be privy to all the standards and requirements of the 3rd Party Assessor prior to agreeing to this) to perform a security assessment (Penetration test, etc.) of the information systems owned and operated by the contractor. This will be a measured assessment with pre-defined IP address ranges identified up front and will include technical and operational reviews designed to test the rigor of all required security controls implemented.
 - a) If this assessment is to be performed by DLA’s Cyber Assessment Team, the rules of engagement that will govern this action will be provided to the contractor within 90 days of the actual engagement.
3. Other Safeguarding or Reporting Requirements: The cybersecurity requirements identified for this solicitation and resultant contract(s) in no way abrogates the contractor’s responsibility for other safeguarding or cybersecurity related reporting, etc., as it pertains to its covered information systems as required by other applicable clauses within this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.
4. Subcontracts: The contractor shall include all the cybersecurity requirements detailed above in all subcontracts and agreements with applicable third parties.

C. THEATER SUPPORT

1. Management
 - i. The Prime Vendor shall ensure that all of its 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, product protection and safety. Disputes are to be resolved by the Contracting Officer. Notwithstanding the above, the Contracting Officer is the only authorized official who may increase, decrease or alter the scope of work to be performed, and any orders or instructions interpreted by the contractor as impacting the scope or cost of the contract shall immediately be brought to the attention of the Contracting Officer for resolution.

- ii. The Prime Vendor 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.
- iii. The Prime Vendor shall promptly resolve, to the satisfaction of the Contracting Officer, all Prime Vendor employee performance and conduct problems identified by the Contracting Officer or his/her designated representative.
- iv. The Contracting Officer may direct the Prime Vendor, at its own 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 Contracting Officer may also direct the Prime Vendor, at its own expense, to remove or replace any employee that has been determined to be a force protection risk. The Prime Vendor will replace any such employee within 72 hours or as instructed by the Contracting Officer.
- v. The Prime Vendor will be required to attend and participate in customer meetings, seminars and conferences. The Prime vendor will be expected to provide information during these meetings and participate in problem resolution. DLA will approve the meetings that the Prime Vendor will attend, and the Prime Vendor will provide information requests to DLA for agenda topics. The Prime Vendor will not attend any meetings without the approval of DLA Troop Support. In addition, for any meetings conducted on the ground in the region, at a minimum, the Contracting Officer shall be made aware and be permitted to participate, either in-person or virtually.

2. Management Plan

The Prime Vendor shall develop a detailed management plan that describes the Prime Vendor's policies and procedures with regard to planning, organizing, staffing, directing, and controlling the performance of the contract, to include effective management methods and strategies, as well as cost effective management methods that provide the flexibility needed to effectively manage the US Government's requirements. The Prime Vendor shall articulate in written format, internal and external management processes that directly relate to the PWS/SOW. At a minimum the plan shall address: contract administration; Government compliance; health, safety and environmental; human resources; program management; procurement and supply management; project controls; property controls; and security (physical, communication, operational, force protection). The Prime Vendor's management plan shall also include its plan to provide a bi-monthly manning document, deliverable to the Contracting Officer, that discusses current manning levels and incoming personnel.

3. Personnel

- i. Objective. The Prime Vendor shall provide a work force possessing the skills, knowledge, training, equipment and certifications required to satisfactorily perform the services required for this contract. Documentation establishing and/or showing evidence that employee(s) possess the certifications, qualifications, and background checks required by contract must be presented to Prime Vendor designated representative prior to beginning duties. Personnel must not have been convicted of any felony. Personnel must not have been declared incompetent by reason of mental defect by any court of competent jurisdiction. Personnel must not be suffering from habitual drunkenness or from narcotics addiction or dependence as evidenced by a recognized drug/alcohol testing procedure or possession of unauthorized substances or paraphernalia. All Prime Vendor and subcontractor personnel under this contract must abide by all General Orders and other policies which apply to Prime Vendor personnel.
- ii. Availability. The Prime Vendor shall configure its resources such that no gaps in services occur resulting from leaves of absences and availability of physical resources such as weapons, vehicles and communication equipment.
- iii. Personal Attributes: All Prime Vendor personnel shall be a minimum age of 18 (US) and not have a criminal record. Nor shall any Prime Vendor personnel have an existing warrant for any crimes. Prime Vendor personnel can be US Citizens or Third Country Nationals citizens. The U.S. Government (USG) encourages the Prime Vendor to support Local National Socioeconomic Program. At a minimum, no Prime Vendor personnel shall be affiliated with associations, elements, groups, organizations, and/or programs that seek to undermine the legitimacy and initiatives of the USG. All Prime Vendor personnel shall be medically screened to ensure that they do not possess an existing health condition that would result in them being unable to perform their assigned duties.
- iv. Language Requirement. The Prime Vendor shall employ only persons able to speak, read, write and understand English for those positions requiring them to interact with clients and other Government personnel, and/or where English is used or essential to provide product, or record data, information or service.
- v. Contract Manager. The Contract Manager provides contractual interface between the Prime Vendor, sub-contractors, DLA Troop Support, and In-Country Officials and any designee. The Contract Manager provides expertise and coordination of modification compliance. The Contract Manager will identify and develop solutions to any contractual issues and implement approved solutions in coordination with the Government. The Contract Manager participates in all meetings addressing the contract and travels to the customer locations as required in performance of his duties.
- vi. Customer Service Representatives

The Prime Vendor(s) shall assign, at a minimum, one (1) full time (dedicated) customer service representative (CSR) to the OCONUS warehouse to maintain continuous contact with the ordering activities, and especially with regard to emergency service requirement, product quality complaints, shipping discrepancies, and damaged product.

Another full-time (dedicated) CSR shall be assigned to oversee the Defense Travel System (DTS) process as discussed herein.

All CSRs are required to speak English and must have the authority to make binding decisions on behalf of the Prime Vendor on any concern which may occur. 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/Prime Vendor communication when necessary. At a minimum, quarterly visits to the customers or customer representatives under the resultant contract are required to show new items, product preparation, provide nutritional information and address any other concerns that the customers may have. Additionally, the Prime Vendor is required to have a representative attend scheduled management meetings at the customer locations. The name of the representative(s) and their telephone number, e-mail address, or any other method of communicating shall be furnished within 30 days after award

4. Risk Assessment and Mitigation

The Prime Vendor will brief its employees regarding the potential danger, stress, physical hardships and field living conditions of performing under this contract.

The Prime Vendor will conduct physical and medical evaluations of all its employees at its own expense to ensure that they are capable of enduring the rigors of performance under this contract. The Prime Vendor will designate a point of contact for all of its plans and operations. The Prime Vendor will prepare plans for support as required by contract or as directed by the Contracting Officer. For the purpose of issuing ID badges, and for access purposes, the Prime Vendor will provide a list of suitable or qualified subcontractors including local vendors in an area of operations.

5. Vehicle and Equipment Operation

- i. The Prime Vendor shall ensure that employees possess the required civilian licenses to operate the equipment necessary to perform the contract in the theater of operations in accordance with the statement of work.
- ii. The Prime Vendor and its employees may be held jointly and separately liable for all damages resulting from the unsafe or negligent operation of equipment.

6. Container Management

The Prime Vendor shall be responsible for managing the flow of containers from the port through the warehouse and into the theater. Planned and unplanned delays such as supply route blackouts, local holidays and border closures must be considered in the schedule for container movement. Although the Government is not liable for transportation costs, the Prime Vendor should use its best efforts 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 Prime Vendor must consider all factors impacting the supply chain when making their supply chain management decisions. The Prime Vendor is solely responsible for ensuring its supply chain is properly managed to satisfy contract requirements.

7. Passports, Visas and Processing Procedures

- i. At the Prime Vendor employees’ and/or Prime Vendor’s expense, all of its employees shall obtain all passports, visas, badges, passes, vehicle decals or other documents necessary to enter and/or exit any area(s) identified by the Contracting Officer. Prime Vendor personnel, as identified by the Contracting Officer or Contracting Officer Representative may be authorized to receive Common Access Cards (CACs) and/or other Base Access Badges, which shall be issued by U.S. Government Authorities at the nearest available facility to the work location of the Prime Vendor.
- ii. The Prime Vendor shall communicate directly with the customer to obtain all access requirements. A plan of action for adherence to access requirements must be submitted to the Contracting Officer within 30 days of contract award. The plan of action shall include the Prime Vendor’s understanding of the access requirements per the U.S. Military and local government covered under this solicitation and how long it will take to meet the requirements.
- iii. All Prime Vendor employees shall be subject to the customs processing procedures, laws, agreements and duties of the country to which they are deploying.

8. Tour of Duty / Hours of Operation. The Prime Vendor may be required to perform 24 hours per day, 7 days per week, and 365 days per year, to include all holidays. Working hours will correspond with the supported customer’s mission requirements. The Prime Vendor shall comply with all duty hours and tours of duty identified by the Contracting Officer or his/her designated representative. The Contracting Officer, or his/her designated representative, may modify the work schedule to ensure the Government’s ability to continue to execute its mission. The Prime Vendor must at all times maintain an adequate workforce to ensure uninterrupted performance of all tasks defined within this solicitation.

9. Life Support / Sustainment. All life support and logistical support will be furnished by the Prime Vendor, with the responsibility of securing real estate, facilities for offices and billeting, and motor pool residing with the Prime Vendor.

10. Cell Phones and Internet. The U.S. Government will not pay for rent, lease, purchase or sustainment of personal cell phones. U.S. Government cell phones will be provided on an as available and as required basis to perform official US Government business only. The U.S.

Government will not provide internet services to the Prime Vendor's office buildings, unless specifically authorized by the Contracting Officer.

11. ITV Software. The Prime Vendor shall integrate security movements into their Intransit Visibility Requirements.

12. General Contractor Furnished Items and Services

- i. General. The Prime Vendor shall furnish everything required to perform this requirement. The equipment required to perform the services will remain Contractor Furnished Equipment (CFE), and the U.S. Government will not take possession of it.
- ii. Compliance. The Prime Vendor shall ensure that required items are acquired in accordance with all current applicable national and international laws and regulations. All property acquired by the Prime Vendor for the performance of this effort will be considered CFE. The Prime Vendor shall hold title to that property. The Prime Vendor shall be responsible for the disposition of all CFE unless directed differently by the Contracting Officer.
- iii. Personnel Identification. The Prime Vendor shall furnish an identification badge (ID) to each employee, which shall include, at a minimum, a recent photograph, the name of the employee, and the name of the Prime Vendor.
- iv. Non-Tactical Vehicles (NTVs). The Prime Vendor shall furnish all NTVs required to perform this requirement. The Prime Vendor will also be responsible to provide maintenance on its NTVs. The Prime Vendor shall maintain a Vehicle Acquisition, Operation, Maintenance and Recovery Plan that addresses vehicle registration, licensing, permit requirements, make and model of vehicles, and type of maintenance performed. The Prime Vendor and the Contracting Officer, and/or authorized representative, shall have the right to inspect vehicles and maintenance work. Vehicles used by the Prime Vendor and subcontractor personnel while performing services under this contract shall not be painted or marked to resemble US/Coalition or host nation military and police force vehicles.
- v. Personnel Identification. The Prime Vendor shall furnish an identification badge (ID) to each employee, which shall include, at a minimum, a recent photograph, the name of the employee, and the name of the Prime Vendor.
- vi. Non-Tactical Vehicles (NTVs). The Prime Vendor shall furnish all NTVs required to perform this requirement. The Prime Vendor will also be responsible to provide maintenance on its NTVs. The Prime Vendor shall maintain a Vehicle Acquisition, Operation, Maintenance and Recovery Plan that addresses vehicle registration, licensing, permit requirements, make and model of vehicles, and type of maintenance performed. The Prime Vendor and the Contracting Officer, and/or authorized representative, shall have the right to inspect vehicles and maintenance work. Vehicles used by the Prime Vendor and subcontractor personnel while performing services under this contract shall not be painted or marked to resemble US/Coalition or host nation military and police force

vehicles.

D. CONTINGENCY OPERATIONS

1. During the life of the contract(s), should the area of responsibility be designated as “Contingency Operations” as defined in FAR Part 2, the Prime Vendor will be expected to comply with all regulations regarding the Contingency Operations.
2. Continuity of operations (COOP) planning at all levels encompasses a broad scope of activities necessary to ensure the success of an organization in response to a threat or terrorist incident, a natural disaster or some other emergency situation. The Prime Vendor will be required to maintain a detailed contingency concept of operations (CONOPs) designed to ensure that the Prime Vendor will be able to independently provide COOP support to all DLA customers covered by this contract should any of its warehouse platform(s) become unusable for any reason including but not limited to the following: inaccessibility by road, destroyed by attack, infestation, lack of proper heating, air conditioning and cooling, loss of lease, arson, loss of communications, etc. or if any customer location(s) become inaccessible by road. The Prime Vendor must have the capability to perform the CONOPs at all times throughout the life of the contract. From time to time, the Prime Vendor may be required to update its CONOPs based on conditions on the ground in the Area of Responsibility (AOR). This contingency CONOPs may be tested at any time throughout the life of the contract. DLA may conduct a “Paper Contingency CONOPS Test”. Such testing will be at no additional cost to the Government and shall be included in the Prime Vendors distribution price.

IX. QUALITY CONTROL, QUALITY ASSURANCE AND INSPECTIONS

A. PRODUCT QUALITY

1. Shelf-life for all customers, other than Military Sealift Command (Cargo) ships:
 - i. Acceptance of supplies awarded under this solicitation will be limited to product processed and packed from the latest seasonal and/or latest pack available during the specific annual contract period. For annual pack items, including seasonal items, products will be from the latest seasonal pack available, unless approved in advance by the Contracting Officer.
 - ii. For items produced with shelf-life greater than or equal to 180 days, no product shall be delivered to customers with less than 30 days of manufacturer’s original shelf-life remaining unless the customer and Contracting Officer grant prior written approval.
 - iii. For items produced with shelf-life less than 180 days, no product shall be delivered to customers with less than 15 days of manufacturer’s original shelf-life remaining unless the customer and Contracting Officer grant prior written approval.
 - iv. All products delivered shall be fresh and within the manufacturer’s original shelf-life (i.e.,

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

Best if Used by Date, Expiration Date, or other markings). All products shall be identified with readable “open coded” “Best When Used by Date”, “Sell by Date”, date of production, date of processing/pasteurization or similar marking indicating the end of the guaranteed freshness date.

- v. Products required by the DLA Troop Support Item Description to be chilled must be maintained and delivered to the customer chilled unless approved by the Contracting Officer. Products required to be frozen must be delivered frozen to the customer unless approved by the Contracting Officer. Some products commonly sold as “Chill” in the commercial market may be required to be frozen, as described and identified as “Frozen” within the DLA Troop Support item description. This is due to customer need and shipment to OCONUS locations, so these specific items should be purchased frozen from the manufacturer. These short shelf-life “chilled” items that require delivery/storage in a frozen state may include, but are not limited to hot dogs, bologna, bacon, deli meat(s), cooked ham(s), other cooked meat(s), and cheeses. These items should be frozen at the manufacturer's plant. If the manufacturer does not have this capability, then the Prime Vendor is responsible for ensuring compliance with this requirement. These items identified as “Frozen” shall be blast-frozen by the Prime Vendor following the manufacturer’s “Freeze-by-Date” guidelines to preclude degradation and extend shelf-life. The Prime Vendor's label shall correlate with the manufacturer’s frozen shelf-life recommendations for each type of product. All documentation of the manufacturer’s recommended “Freeze-by-Date” and the frozen item recommended shelf-life should be available for review if the product is blast-frozen at the Prime Vendor’s or subcontractor's facility.

NOTE: A product designated by DLA Troop Support as “Frozen” shall never be frozen using a slow-frozen process.

- vi. The Prime Vendor must maintain adequate inventory turnover rate information. The Prime Vendor must also have a system that tracks and aids in the control of shelf-life and proper shelf-life dating for items normally inventoried.
2. Shelf-life for Military Sealift Command (Cargo) ships (“DCA” catalogs): The Prime Vendor must supply products with a shelf-life of not less than six (6) months shelf-life remaining unless the customer and Contracting Officer grant prior written approval. Expiration dates are based on the manufacturer’s shelf-life of the product. Exceptions will be decided by the Contracting Officer on a case-by-case basis based on input from the customer.

NOTE: In instances when the Prime Vendor only has product in stock with less than six (6) months shelf-life remaining, the Prime Vendor shall notify the Contracting Officer and Military Sealift Command (CPFSAT@US.NAVY.MIL) to determine if an exception will be approved. Items with less than three (3) months of shelf-life remaining shall be highlighted in this notification.

- i. Expired Product/Shelf-Life Extensions: It is NOT DLA Troop Support’s Policy to grant shelf-life extensions for Prime Vendor product. However, on a limited case by case basis,

the Contracting Officer reserves the right to authorize shelf-life extensions taking into consideration the reason for the request, manufacturer letter of extension granted, customer approval, Military Inspection Service availability, and approved price reduction offered. No product shelf-life extension shall be granted without a price reduction. The procedures for a Prime Vendor's request for shelf-life extensions for Prime Vendor product are as follows:

- a) 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 Prime Vendor 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 etc.), Manufacturer Letter of Extension, and Manufacturer's extended expiration date. If acceptance of request is considered by the Contracting Officer, the Contracting Officer coordinates/requests inspection of products from the local Military Inspection Services (Veterinarian/Medical Personnel) for each specific product on the list.
- b) The Military Inspection Services (Veterinarian/Medical Personnel) inspect each product (in accordance with its list of priorities) for wholesomeness and fit for continued use. Products found fit for a shelf-life extension should be extended by the Military Inspection Services taking into consideration the length of the extension guarantee by the manufacturer and its own inspection results. Items fit for continued use should be extended using a DD1232 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 Inspection Services inspection results indicate unwholesomeness or product is not fit for continued use.
- c) The Contracting Officer coordinates with customers (Theater Food Service Advisors) regarding over-aged product, provides a list of items inspected and found fit for continued use by the Military Inspections Services, and requests customer agreement to receive the product.
- d) If a shelf-life extension is approved in accordance with the above specified procedure, the Contracting Officer replies to the Prime Vendor with acceptance of the submitted request for extension package for each approved item. 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. An additional copy of the shelf-life extension approval must be attached to each case and the original shelf-life lined through on each case of extended product in the shipment. Shelf-life shall only be extended once for any specific product. All requests for shelf-life extensions for products that were previously extended (shelf-life) will be rejected by the Contracting Officer.

NOTE: In circumstances where an exception to the shelf-life requirements had been granted based on an offered product price reduction, the reduced product price must be reflected on the customer's catalog before the excepted items are ordered by customer(s). The Prime Vendor must submit a catalog price change via 832 EDI transaction to reflect the agreed upon product price reduction. It is the Prime Vendor's responsibility to monitor the inventory which has been approved and notify the Contracting Officer and/or Contract Specialist when that inventory is depleted. Once the extended product has been depleted, the Prime Vendor is responsible for submitting another catalog price change via 832 EDI transaction to change the catalog price to the appropriate product price. While DLA Troop Support will attempt to request special catalog runs to process these transactions, special catalog runs are not guaranteed. After the approved short shelf-life product is depleted, the Prime Vendor remains responsible for full contract performance, including filling orders for those items, throughout the time until the catalog can be updated. DLA Troop Support will not entertain any catalog price reconciliations for products that were sold at the reduced product price before the catalog could be updated. DLA Troop Support will not grant any fill rate exceptions relating to product not shipped before an 832 transaction is run to update the product price.

- e) The contractor must request customer approval prior to delivering any product that has an extended shelf-life.
3. Commercial standards should be used to maintain temperatures appropriate for individual items.
- i. Level of Product Quality. When designating an item as a match for the DLA Troop Support item in the Catalog, the item must be:
 - a) Identical in respect to packaging when the DLA Troop Support unit of issue is not described by weights (i.e. pound or ounce).
 - b) 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. With respect to the previous examples, the DoD ordering activities require continuity with the DoD unit of issue for proper inventory and accounting within DoD.
 - c) Equivalent in respect to grade or fabrication.
 - ii. All items must meet or exceed the Government's item description of its assigned Government stock number.

B. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS

Applicable food products, e.g. poultry, dairy and seafood items, delivered to customers listed in this solicitation, as well as any customer added to the Subsistence Prime Vendor Program, shall originate either from an establishment listed in the “Directory of Sanitarily Approved Food Establishments For Armed Forces Procurements,” or one which has been inspected under the guidance of the United States Department of Commerce (USDC) or the United States Department of Agriculture (USDA).

SANITARY CONDITIONS

1. Food Establishments

- a.) 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 b.) and c.) below, products furnished as a result of this contract will originate only in establishments listed in the U.S. Army Public Health Command (USAPHC) Circular 40-1, Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement, (Worldwide Directory) (available at: <https://sph.health.mil/>). Compliance with the current edition of DoD Military Standard 3006C, 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 b.) below. Suppliers also agree to inform the Contracting Officer when sanitary approval is regained, and listing is reinstated.
- b.) Establishments furnishing the products listed below and appearing in the publications indicated need not be listed in the worldwide directory. Additional guidance on specific listing requirements for products/plants included in or exempt from listing is provided in Appendix A of the worldwide directory.
- i. Meat and meat products and poultry and poultry products may be supplied from establishments which are currently listed in the “Meat, Poultry and Egg Inspection Directory,] published by the United States Department of Agriculture, Food Safety and Inspection Service (USDA, FSIS), at:

<https://www.fsis.usda.gov/inspection/establishments/meat-poultry-and-egg-product-inspection-directory>

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 by the USDA, Agriculture Marketing Service (AMS) Livestock and Poultry Program (L&P) at

https://publicdashboards.dl.usda.gov/t/MRP_PUB/views/AMSLPQADPlantBook/MapofPlants?%3Aembed=y&%3AisGuestRedirectFromVizportal=y

- iv. Egg products (liquid, dehydrated, frozen) may be supplied from establishments listed in the “Meat, Poultry and Egg Product Inspection Directory” published by the USDA FSIS at:

<https://www.fsis.usda.gov/inspection/establishments/meat-poultry-and-egg-product-inspection-directory>

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 “USDC NOAA SIP Approved Establishments and Systems” in the “US Department of Commerce Approved Establishments” document, published electronically by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration Fisheries (USDC, NOAA) (available at:

<https://www.fisheries.noaa.gov/resource/document/us-department-commerce-approved-establishments>

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.

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

- 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 by the U.S. Department of Health and Human Services, Food and Drug Administration (USDHHS, FDA) at:

<https://www.fda.gov/Food/GuidanceRegulation/FederalStateFoodPrograms/ucm2007965.htm>.

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 by the USDHHS, FDA at:

<https://www.fda.gov/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/Milk/default.htm>.

- 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:

<https://apps.ams.usda.gov/dairy/ApprovedPlantList/>

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 (e.g., 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 by the USDHHS, FDA at

<http://www.fda.gov/food/guidanceregulation/federalstatefoodprograms/ucm2006753.htm>

- c.) Establishments exempt from Worldwide Directory listing.

Refer to AR 40-657/NAVSUPINST 4355.4H/MCO P1010.31H, Veterinary/Medical Food Safety, Quality Assurance, and Laboratory Service, for a list of establishment types that may be exempt from Worldwide Directory listing. AR 40-657 is available to download from at:

http://www.apd.army.mil/pdffiles/r40_657.pdf

For the most current listing of exempt plants/products, U.S. Army Public Health Command

(USAPHC) Circular 40-1, Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement, (Worldwide Directory) (available at: <https://sph.health.mil/>).

- d.) 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.
 - e.) 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 Prime Vendor to request an extension of any delivery date. In the event the Prime Vendor 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.
2. 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

NOTE: Any warehouse/storage facility used by the Prime Vendor to store food products intended for DLA customers must be inspected for sanitation and food defense compliance during Joint Quality Audits performed by USDA-AMS’ and DLA Troop Support’s Quality Auditors or by USDA-AMS’s Auditors as requested/directed by DLA.

NOTE: If the Prime Vendor stores, distributes, processes, and/or ships fresh fruits and vegetables (i.e. produce) to DLA customers, the USDA Guidance for fresh fruits and vegetables is the USDA-AMS Harmonized Gap Plus Standard Audit with Warehouse and Food Defense Addenda Verification Directory for fresh fruits and vegetables. As applicable, a Hazard Analysis and Critical Control Point (HACCP) Audit will be performed if a fresh-cut operation is performed at the Prime Vendor’s facility. Bulk Fresh fruits and vegetable suppliers must be inspected and listed under the USDA-AMS Harmonized Gap Plus Standard Audit with Warehouse and Food Defense Addenda Directory.

C. WARRANTIES

The supplies furnished under the resultant contract(s) shall be covered by the most favorable commercial warranties that the Prime Vendor gives to any of its customers, whether Government or commercial. The supplies and the rights and remedies provided therein are in addition to, and do not limit, any rights afforded to the Government by FAR 52.212-4(o) "Warranty," "Contract Terms and Conditions-Commercial Products and Services" (NOV 2023) and any addendum contained in the solicitation. The Prime Vendor will provide a copy of its most favorable commercial warranty to the Contracting Officer after award.

D. QUALITY PROGRAM

1. An established Supplier Selection or certification program, which promotes competition and results in consistent quality with minimal variation in product, shall be used to ensure standardized product quality for each item supplied and/or listed in the stock catalogs, regardless of supplier. The rationale for choosing the supplier is based on successful relationships. 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.
2. The Prime Vendor 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 contractor program shall be proactively monitored and evaluated by the Prime Vendor.
3. The Prime Vendor shall have inspection procedures that ensure receipt, storage and outbound movement of quality products to the customer. The Prime Vendor shall have adequate automated procedures, including procedures to ensure that the temperature and humidity controls that the Prime Vendor have in place are adequate and working.
4. It is the policy of the Federal Government to encourage responsible uses of medically important antibiotics in the meat supply chain by supporting the emerging market for meat that has been produced according to responsible antibiotic-use policies, defined as those policies under which meat producers use medically important antibiotics only under veterinary oversight and only when needed to prevent, control, and treat disease – but not for growth promotion.
5. The Prime Vendor shall develop and maintain a quality program for the product acquisition, warehousing and distribution to assure the following:
 - i. Standardized product quality;
 - ii. Wholesome product by veterinary standards;
 - iii. The usage of First-Expired, First-Out (FEFO) principles
 - iv. Product shelf-life is monitored;

- v. Items are free of damage;
- vi. Items are segregated in OCONUS warehouses from commercial products;
- vii. Correct items and quantities are selected and delivered;
- viii. Ensure requirements of the Berry Amendment are met, when applicable;
- ix. Customer satisfaction is monitored;
- x. Product discrepancies and complaints are resolved and corrective action is initiated;
- xi. Manufacturer, FDA, or DoD initiated food recalls are promptly reported to customers and DLA Troop Support;
- xii. Compliance with Environmental Protection Agency and Occupational Safety and Health Administration (OSHA) requirements;
- xiii. Distressed or salvaged items or products shall not be used;
- xiv. Applicable food products delivered originate from a source listed as a Sanitarily Approved Food Establishment for Armed Forces Procurement;
- xv. Hazard Analysis and Critical Control Point (HAACP), if applicable;
- xvi. Commercial standards are used to maintain temperatures appropriate for individual items.

E. QUALITY SYSTEMS MANAGEMENT VISITS AND AUDITS

1. Quality Systems Management Visits (QSMVs)

- i. The Supplier Support Division's audit personnel will conduct unannounced Quality Systems Management Visits (QSMVs) to review the Prime Vendor's compliance with the terms of the contract. The visits will be either on a routine basis or as a result of unsatisfactory ratings received during DLA Troop Support Product Audits, customer complaints, requests from the Contracting Officer, or as otherwise deemed necessary by the Government. QSMVs may include visits to subcontractors and/or product suppliers/food distributors used by the Prime Vendor. If DLA Troop Support deems it necessary to conduct an on-site visit with a subcontractor and/or product supplier/food distributor used by the Prime Vendor, the Prime Vendor shall make arrangements for these visits. During the QSMV the Government may review/verify one, several or all of the following areas as deemed necessary (this is not all inclusive): methods and procedures used to comply with the terms of the contract; condition of storage facilities; product shelf-

life management; inventory in-stock (i.e. age of product and condition, labeling, product rotation (e.g. First Expiry-First Out), etc.); shelf-life extensions; product substitutions; control of material targeted for destruction/disposal or for return to suppliers as a result of customers' returns including DLA Troop Support's contractor 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.; and Prime Vendor's response to customer returns/issues and visits to customer locations. The QSMV may also include unannounced visits to customers served by the Prime Vendor.

- ii. The Prime Vendor must provide the Government with a report showing all DLA Troop Support catalog products sorted by location when the QSMV Team arrives.
- iii. The Prime Vendor's Non-Price (Technical) proposal will be incorporated by reference into the contract. The Prime Vendor will be responsible for complying with its Non-Price (Technical) proposal. Procedures and processes set forth in the Prime Vendor's Non-Price (Technical) proposal may be used as standards for a QSMV. If there is any conflict between the solicitation language and the Prime Vendor's Non-Price (Technical) proposal, the solicitation language governs.
- iv. The Prime Vendor must take corrective action to address any concerns identified as a result of the QSMV. Concerns identified during the QSMV, or Prime Vendor failure to take corrective action in response to QSMV findings, will be grounds for terminating the contract for cause. The Government may, at its discretion, take other actions to correct the concerns identified during the QSMV, such as but not limited to additional unannounced QSMVs. Such action will not constitute Government forbearance or waiver of noncompliance with contract requirements and will not affect the Government's right to terminate the Prime Vendor's contract or take other corrective or adverse action.

2. Product Quality Audits:

i. Basic Audits

- a) The DLA Troop Support Worldwide Food Audit Program, covering all Food Classes within a Prime Vendor's catalog (Meat, Poultry, Seafood and Processed Products, and other items as deemed appropriate) functions as a Service and Quality Assurance check for our DoD customers to ensure the warfighters are receiving products of an optimum quality level. The audit objectives focus is to ensure the following:
 - Prime Vendor adherence to contract requirements;
 - The quality level of the materials supplied is satisfactory and uniform throughout the DLA Troop Support-FT Subsistence Prime Vendor Regions; and
 - There is no product misrepresentation or unapproved substitution.
- b) The Audit objectives are accomplished utilizing the expertise of the U.S. Department

of Agriculture (USDA) Agricultural Marketing Service (AMS) Meat, Poultry and Processed Products Graders, U.S. Dept. of Commerce (USDC) National Marine Fisheries Services, and DLA Troop Support-FT Quality Assurance personnel. Representatives from the above agencies form the DLA Troop Support Worldwide Food Audit Team.

- c) The Prime Vendor will undergo an initial audit once per contract 12-month performance period. The Audits are conducted as a product cutting. The average cost of one Food Audit is approximately \$17,500 (product cost only). As a Prime Vendor, your firm will be expected to provide samples of the Government's choice at a cost of approximately \$17,500 per audit. Additional costs may be incurred by the Prime Vendor if the Prime Vendor's facility does not have a facility/kitchen or the equipment needed to perform the audit. The Government will not pay for any products used during the food audit. All costs associated with these audits must be included in your distribution prices. Product destruction and transportation to the destruction site, if applicable, will be the responsibility of the Prime Vendor.

ii. Audit Process

- a) The Prime Vendor will be given advanced notice of sixty (60) calendar days of an impending audit. Notwithstanding this, the Government reserves the right to conduct unannounced Produce Quality Audits or QSMVs.
- b) DLA Troop Support Prime Vendor Quality Audits are typically a three (3) day process. Day one (1) is devoted to sample selection at the Prime Vendor's warehouse. Day two (2) and three (3) encompass the performance of the actual audit.
- c) If the Prime Vendor stores, distributes and/or ships fresh fruits and vegetables to DLA customers, a Produce Quality Audit may be conducted in conjunction with the Prime Vendor Quality Audit or separately. Also, a Joint DLA/USDA-AMS Harmonized Gap Plus Standard Audit with Warehouse and Food Defense Addenda/Hazard Analysis and Critical Control Point (HACCP) (if fresh-cut operation performed at the Prime Vendor facility) will be performed. A Produce Quality Audit is typically a two (2) day process. Day one (1) is devoted to sample selection at the Prime Vendor's warehouse and performance of the Harmonized Gap Plus Standard Audit, with Warehouse and Food Defense Addenda/HACCP Audit. Day two (2) encompasses the performance of the actual Produce Quality audit, a Joint USDA-AMS effort. Warehouse/storage facilities used by the Prime Vendor to store food products intended for DLA customers will be inspected for sanitation and food defense compliance during Joint Quality Audits performed by DLA Troop Support's Quality Auditors and/or USDA-AMS's Quality Auditors as requested/directed by DLA.
- d) Upon arrival at the Prime Vendor's facility on Day One (1), the DLA Troop Support Lead Auditor will provide a list of items identified for evaluation and the samples will be selected by a USDA-AMS's Auditor. The DLA Troop Support Lead Auditor will accompany the USDA-AMS during the performance of the Harmonized Gap Plus

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

Standard Audit, with Warehouse and Food Defense Addenda.

- e) 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 contractor failing the audit. One or more audit failures may be grounds for terminating the contract.
- f) During the Quality Audit on Day Two (2) and Day Three (3) and if applicable the Produce Quality Audit on Days Two (2), 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 and if applicable the specified US Grade Standard. 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.
- g) Deviations from the contract or stock number requirements will be color coded and classified based on the severity of departure from requirements as follows:

PRIME VENDOR PRODUCT AUDIT RATINGS (COLOR CODE RATING SYMBOLOGY)

| Rating | Color Code | Meaning | Action required |
|-------------------------|------------|--|--|
| Acceptable | Green | No deviations from the contractor or the item description stock number | No action required |
| 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 nonconformance's: 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. | This nonconformance requires attention from the Prime Vendor. Minor nonconformances may be tolerated by the customer for a short period of time (until the Prime Vendor receives a new product at its OCONUS facility, 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 effect 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 effect on DLA Troop Support's ability to recall the product. | Prime Vendor 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). |
| 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. | Prime Vendor 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 Prime Vendor OCONUS locations only, the Contracting Officer may approve continued issue of the item because of location extenuating circumstances and on a case-by-case basis. This approval is dependent 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. The continued issue of the item may require and include Prime Vendor screening/rework of the nonconforming item and follow-up Government inspection/audit to verify action taken by the Prime Vendor (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 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 is 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) 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 perform a review shipping documents to ensure the same item was not delivered to other DOD customers

iii. Audit Preparation

The Prime Vendor is responsible for and will bear all costs for the facility and the equipment/supplies used during the audit. Immediately upon receipt of the audit notification, the Prime Vendor 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 Prime Vendor facility or the space is inadequate other arrangements must be made by the Prime Vendor. The room must be equipped with running water. Cleanup of the cutting area/room and continuous cleanup of equipment will be the Prime Vendor's responsibility. The Prime Vendor must call the DLA Troop Support 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/personnel that may be needed:

- Freezer storage area to store samples selected.
- Chill area for tempering product for approximately 10 + pallets.
- Tables for conducting the audit and demonstration.
- Sinks/wash area equipped with sanitizing soap for cleaning knives and equipment.
- Water jet spray attachment for the sink.
- Pans or work area in close proximity to a sink area to drain/purge from packaged product.
- Deep fat fryer.

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

- Microwave.
- Calibrated scales – A scale capable of weighting portion control items and roasts; a large scale capable of weighting large cases (weighing up to 70 pounds); a digital portion scale capable of weighting in ounces and grams.
- A minimum of 10 large flat baking sheet pans, plastic trays or some type of tubs to place thawed meats.
- Cart to move samples around.
- Cutting boards (two or three).
- Large trash cans with bags.
- Power hook-up for 3-4 computers.
- Access to a copy machine.
- Small box for ground beef samples (Approx. 10 oz) and dry ice or cold packs for mailing.
- Miscellaneous supplies: Paper towels; heavy-duty plastic bags; one box of large latex gloves; paper flip chart/easel with markers (RED, BLUE, ORANGE, GREEN, BLACK); cellophane tape.
- Optional but considered highly desirable: Cloth towels and floor covering to maintain clean and sanitary floor areas.
- A camera and a person to take digital pictures during the audit may be required.
- A copy of the pictures will be e-mailed to the DLA Troop Support Lead Auditor at the end of the audit.

iv. Sample List/Selection of Samples

- a) The DLA Troop Support Lead Auditor will provide a list of sample items upon arrival at the Prime Vendor facility. Two samples for each item will be selected. Pick list/picker stickers, six (6) month velocity or usage report, and an on-hand inventory quantity report (i.e. number of cases on hand) should be developed for each item after receipt of the list. In addition, since all seafood items are required to originate from an approved source, copies of certificates/documentation for these items and any item on the list that is required to be certified must be available for review upon arrival at the facility. Warehousing assistance will be required to pull and prepare samples for the audit. Assistance with moving samples from the storage areas to the audit area and also continuous removal of items after review will be required on audit days. Some samples will require tempering/thawing. An area will need to be provided for the sample tempering process with a capacity for at least 10 or more single layer pallets side by side. In order to rapidly temper these items, the warmest area at the facility will be needed.
- b) 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 Prime Vendor 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.

NOTE: Certification/Documentation – To avoid delays/questions during the audit, the Prime Vendor 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 indicated in the contract or authorized by the Contracting Officer). The Prime Vendor should obtain and have the following certifications/documentation available during the sample selection (preferable) and/or during the audit should the DLA Troop Support 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.

v. Audit Results

Quality audit results are performance indicators that will be used in conjunction with a Prime Vendor's past performance when evaluating its overall performance on future procurements. DLA Troop Support considers 85% acceptability for each category (Meats, Poultry, Seafood, and Processed Products) as the minimum standard for acceptable performance. The Prime Vendor 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.

vi. 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 Prime Vendor's catalog were NIS) during the initial audit, may also be audited during a follow-up. If the follow-up is a one (1) day audit (one or two commodities) these samples may require removal from

refrigeration and/or frequent monitoring by Prime Vendor 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.

vii. Audit failures

As noted herein, audit failures and/or failure to take corrective action will be grounds for terminating the contract. The Government may, at its discretion, take other actions to address the audit failure such as, but not limited to unannounced QSMVs or follow-up audits. Such actions will not constitute Government forbearance or waiver of the deficiency and will not affect the Government's right to terminate the Prime Vendor contract or pursue other corrective or adverse actions against the contractor.

F. WAREHOUSING AND SANITATION PROGRAM/STORED PRODUCT PEST MANAGEMENT

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

G. DELIVERY TEMPERATURES, SHIPPING AND STORAGE REQUIREMENTS

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

1. In order for frozen items to be accepted by the receiving activity, the following criteria must be observed:
 - i. Packages must be solid, not soft, upon arrival;
 - ii. Container and wrapping must be intact, not damaged, and in a solid condition;
 - iii. Packages must be free of drip and show no evidence of thawing and re-freezing (i.e. watermarks on boxes; off odor) or dehydration; and
 - iv. Cello wrapped packages will not be discolored or show other signs of freezer burn.
2. Items requiring "Protection from Heat" shall be stored and delivered at a temperature below

70 degrees Fahrenheit.

3. Items requiring chilled conditions shall be stored and delivered under refrigeration of 32 to 40 degrees Fahrenheit.
4. For ice cream, the recommended storage and delivery temperature is –10 degrees Fahrenheit and the temperature shall not exceed 0 degrees Fahrenheit.

H. REJECTION PROCEDURES

1. If product is determined to be defective, damaged, and/or compromised in any other manner, it may be rejected by the authorized Government receiving official.
2. When product is found to be non-conforming or damaged, or otherwise suspect, the authorized Government receiving official shall reject the item and/or determine the course of action to be taken with the product in question. The final decision is to be made by the authorized Government receiving official or Contracting Officer.
3. In the event an item is rejected, the delivery ticket/invoice shall be annotated as to the item(s) rejected. These items shall then be deducted from the delivery ticket/invoice. The delivery ticket/invoice total must be adjusted to reflect the correct dollar value of the shipment.
4. Replacements will be authorized based on the customer's needs. Any replacement delivered items will be delivered under a separate delivery ticket/invoice utilizing a new call number, CLIN number, and delivery order number. These re-deliveries will not constitute an emergency requirement and therefore will have no additional charges. These re-deliveries shall be made by the Prime Vendor as soon as possible.
5. In the event that a product is rejected after initial delivery is made, the Prime Vendor may be required to pick up the rejected product or the customer may agree to dispose of it. Credit due to the ordering activity as a result of the rejected product being returned, will be handled through a receipts adjustment process in STORES. If the contractor has already been paid for the product, an offset will be issued through DLA Troop Support's financial system.
6. Government policy requires that product shall be inspected upon receipt as promptly as practicable. However, failure to promptly inspect or accept supplies shall not relieve the Prime Vendor from responsibility, nor impose liability on any of the customers, for nonconforming supplies.
7. Supplies transported in vehicles which are unsecured, show signs of tampering, not sanitary, or which are not equipped to maintain prescribed temperatures, may be rejected summarily without further inspection.
8. Product that is rejected shall not be delivered to any customer.

I. AUTHORIZED RETURNS

The Prime Vendor shall accept returns under the following conditions:

1. Products shipped in error;
2. Products damaged in shipment;
3. Products with concealed or latent damage;
4. Products that are recalled;
5. Products that do not meet shelf-life requirements;
6. Products that do not meet the minimum quality requirements as defined for the items listed in the Catalog;
7. Products delivered in unsanitary delivery vehicles;
8. Products delivered that fail to meet the minimum/maximum specified temperature;
9. Quantity excess as a result of order fulfillment error by the Prime Vendor / and or purchase ratio factor error; and
10. Any other condition not specified above that is determined a valid reason by the customer and approved by the Contracting Officer or the Contracting Officer's Representative prior to return.

J. SHORT SHIPMENTS AND SHIPPING ERRORS

1. The authorized Government acceptance official will annotate short shipment(s) on the delivery ticket/invoice that accompany the delivery. Once complete, the acceptance official will print their full name, sign and date the delivery ticket/invoice. The Prime Vendor's representative (i.e. the truck driver/pilot), will acknowledge and countersign the delivery ticket/invoice. Both Government acceptance official's and the Prime Vendor's representative's signatures MUST be legible. If either signature is not legible, the delivery ticket/invoice payment may be delayed or not processed at all.
2. Any product delivered in error by the Prime Vendor must be picked up on the next delivery day after notification by the ordering facility.

**K. U.S. ARMY MEDICAL DEPARTMENT ARMY PUBLIC HEALTH CENTER
INSPECTORS AND INSPECTIONS**

As described and detailed in this solicitation, all inspections by United States Army Public Health Center (USAPHC) (formally VETCOM) shall be conducted in accordance with 48 CFR Part 246, Army Regulation (AR) 40-657, AR 40-656, and any other rule, regulation, or standard food inspection policy applicable to the Subsistence Prime Vendor operating within the geographic

areas under this solicitation. Any and all inspection determinations made by the USAPHC shall be final.

L. MILITARY INSPECTION AT DESTINATION

1. All deliveries are subject to military inspection at destination. Delivery vehicles may be required to stop at a central location for inspection before proceeding to the assigned delivery point(s). Additionally, upon completing the delivery (or deliveries) and before the carrier leaves the installation, copies of the invoice(s)/delivery tickets(s) may be required to be delivered to a central "Accounting Office" activity on the installation after all drops have been made and prior to the carrier's departure from the installation.
2. Under normal conditions, all deliveries shall be F.O.B. Destination to the end user delivery points. The delivery points are indicated in the Customer Section below. For Prime Vendor deliveries of product from the OCONUS facility(s), all items will be delivered to an end-user customer delivery point's loading platform (unless otherwise indicated) and be free of damage, with all packaging and packing intact. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charge involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the final destination. The Prime Vendor may be liable directly to the USTRANSCOM carrier(s) for charges for detained containers, port storage of detained containers, and maintenance of detained refrigerated containers. The Prime Vendor shall pay and bear all charges to the specified point of delivery. For complete definition of F.O.B. Destination, see FAR 52.247-34, F.O.B. DESTINATION (JAN 1991), which is incorporated into this solicitation by reference.
 - i. FOB Destination Shipments: All shipments, unless otherwise specified by the Contracting Officer.
 - ii. Inspection and acceptance of products will be performed at destination by an authorized Government receiving official. 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.
 - iii. The Prime Vendor's delivery vehicles shall be equipped to maintain the appropriate temperatures and product segregation as necessary to deliver products at the proper temperature. Deliveries shall be made in clean, closed vehicles. When transporting food items, the vehicles shall be maintained in good sanitary condition to prevent contamination of the material. Delivery vehicles used to deliver items under this contract shall be subject to military veterinary inspection at destination. In addition, the delivery vehicles will be inspected for cleanliness and condition.
 - iv. The authorized Government receiving official at each delivery point is responsible for inspecting and accepting products as they are delivered. The delivery ticket/invoice shall not be signed prior to the inspection of each product. All signatures, whether from the Prime Vendor or the customer, must be legible so that the individual signing may be identified and questioned in the circumstance of any dispute that may arise.

- v. All overages/shortages/returns are to be noted on the delivery ticket/invoice by the authorized Government receiving official and truck driver/pilot. A signature on the delivery ticket/invoice denotes acceptance of the product.
 - vi. The Prime Vendor shall forward two (2) copies of the delivery ticket/invoice with the shipment. The authorized Government receiving official will use the delivery ticket/invoice as the receipt document. Both copies of the signed and annotated delivery ticket/invoice will serve as the acceptance document. No invoice may be submitted for payment until acceptance is verified.
3. Under special circumstances, i.e., special military exercises, F.O.B. Origin terms will apply. In these instances, the Government will accept product at the Prime Vendor's CONUS facility (FOB Origin) and a fifty percent (50%) reduction of the Distribution Price shall be applied. For complete definition of F.O.B. Origin, see FAR Clause, 52.247-29, F.O.B. ORIGIN (FEB 2006), which is incorporated into this solicitation by reference. On any F.O.B. origin shipment, the Prime Vendor must arrange for USDA Inspection and is responsible for the associated cost(s).
- i. FOB Origin Shipments – Only when specified by the Contracting Officer.
 - ii. Inspection and acceptance of products will be performed at the Prime Vendor's CONUS distribution point by a USDA official (costs for this inspection program are borne by the Prime Vendor). Inspection will normally be limited to identity, count, and condition. The USDA official will sign the contractor prepared DD Form 250 form denoting acceptance of the product by the Government. Invoices matching the DD250 quantities along with a copy of the DD250 will be express mailed by the Prime Vendor to both DLA Troop Support and the end customer.

X. PACKAGING, PACKING, AND LABELING

- A. All packaging and packing shall be in accordance with the best commercial practices. 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 complying with 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 food and beverage products shall be identified with open code dates clearly showing the use by date, date of production, date of processing/pasteurization, sell by date, best if used by date, or similar marking indicating the end of the guaranteed freshness date. The Prime Vendor shall provide a code book for label/date verification.

- D. 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.
- E. 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.
- F. Chill and freeze products must be shipped in refrigerated (Reefer) Vans and appropriately separated per temperature requirements.

G. DLA Packaging Requirements for Procurement

1. Additional Packaging and Marking Requirements

- i. Prohibited cushioning and wrapping materials: Use of asbestos, excelsior, newspaper, shred paper (all types, including wax paper and computer paper), and similar hygroscopic or non-neutral materials and all types of loose-fill materials, including polystyrene, is prohibited for application such as cushioning, fill, stuffing, and dunnage. In addition, the use of yellow wrapping or packaging material is prohibited, except where used for the containment of radioactive material.
- ii. MIL-STD-129R establishes requirements for contractors that ship packaged materiel to the Government to provide both linear bar codes and two-dimensional (2D) symbols on shipping labels. Shipping labels with 2D symbols are referred to as Military Shipping Labels (MSL) and are required on all CONUS and OCONUS shipments with the following exceptions:
 - a) Subsistence items procured through full-line food distributors (prime contractors), “market ready” type items shipped within the Continental United States (CONUS) to customers within CONUS.
 - b) Any item for which ownership remains with the contractor until the item is placed in designated locations at the customer location prior to issuance to the customer. Government control begins upon placement of the item by the contractor into the designated location or issuance from the designated location by contractor personnel (i.e., the contractor is required to stock bins at the customer location and/or issue parts from a contractor-controlled parts room).
 - c) Bulk petroleum, oil and lubricant products delivered by pipeline; or tank car, tanker and tank trailer for which the container has a capacity greater than 450 L (119 gallons) as a receptacle for a liquid; a maximum net mass greater than 400 kg (882 pounds) and a capacity greater than 450139 L (119 gallons) as a receptacle for a solid; or a water capacity greater than 454 kg (1000140 pounds) as a receptacle for a gas.
 - d) Medical items procured through Customer Direct suppliers or prime contractors that

do not enter the Defense Transportation System.

e) Delivery orders when the basic contract has not been modified to require MIL-STD-129R.

iii. MIL-STD-129R provides numerous illustrations of what should be bar-coded and the recommended placement of the bar code. Further information is available on the DLA Packaging Website at:

<https://www.dla.mil/Logistics-Operations/Packaging/>

iv. PIID and MIL-STD-129R label marking requirements. The FAR has been amended to implement a uniform award identification system. This uniform numbering system is referred to as the Procurement Instrument Identification (PIID). For current DFARS compliant DOD contracts, cite the 13-character PIID (e.g., SPE8EJ16F0001) on the MIL-STD-129R label as the contract marking. For legacy contracts, cite the PIIN (contract number or purchase order number (e.g., SPE8EJ14D0002) including four-digit delivery order or call number (e.g., 959U) if applicable) and lot number.

2. Requirements for Treatment of Wood Packaging Material (WPM)

i. Assets packed in or on wood pallets, skids, load boards, pallet collars, wood boxes, reels, dunnage, crates, frames, and cleats must comply with the Heat Treatment (HT) or Heat Treatment/Kiln Dried (HT/KD) (continuous at 56 degrees Centigrade for 30 minutes) standard in DOD Manual 4140.65-M "Compliance for Defense Packaging: Phytosanitary Requirements for Wood Packaging Material (WPM)". WPM must be stamped or branded with the appropriate certification markings as detailed in DODM 4140.65 and be certified by an accredited American Lumber Standards Committee (ALSC)-recognized agency. The WPM certification markings must be easily visible, especially in pallet loads, to inspectors.

3. Palletization shall be in accordance with the following requirements. Among the required pallet's characteristics are wing type and four-way entrance. Complete specification of the acceptable pallets can be found in Part 9 of ANSI MH1.

i. Shipments of identical items packed in four or more unit, intermediate or shipping containers exceeding a total of 20 cubic feet per destination shall be palletized except when the containers are required to be skidded (Para 4 of Requirements), by contract requirements, or consist of a shipping container that exceeds the size or weight limitations for palletized loads (see ANSI MH1 Part 9, Table 9-4). Shipments packaged in accordance with ASTM D3951 and/or MIL-STD-2073-1E shall be palletized in accordance with MIL-STD-147E. Additionally, when the total number of containers going to the same destination is 250 pounds or greater (excluding pallet), or a volume of 20 cubic feet or greater, then palletization IAW MIL-STD-147E is required. The load shall be prepared and secured in a manner that will ensure carrier acceptance and permit safe re-handling at destination. Loads shall be stable and should not exceed the size and

overseas limitations of MIL-STD-147E. Glued loads shall not be used. Overhang of Unit Load shall not be permitted.

- ii. For Level A packing, pallets shall utilize ANSI/MHIA-MH1, Part No. MH1/9-05SW4048 pallet. The total weight of the unitized load shall not exceed 3000 lbs. evenly distributed.
- iii. For Level B packing, pallets shall utilize ANSI/MHIA-MH1, Part No. MH1/9-02SW4048 pallet for unit loads less than 1500 lbs. evenly distributed. For unit loads greater than 1500 lbs. but less than 3000 lbs. evenly distributed, ANSI/MHIA-MH1, part numbers MH1/9-03SW4048, MH1/905SW4048 or MH1/9-10BW4048 pallet shall be utilized.
- iv. Residual quantities of less than the quantity required for one course of the load need not be palletized.
- v. Palletization is not required for shipping containers that are constructed on skids. Unit/Intermediate/Shipping containers, except drums, exceeding 70 pounds gross weight or 40 inches in length, may be constructed with skids. Skids shall be a minimum of 3 X 4-inch (nominal) lumber and shall be securely attached to permit multiple handlings at destination.

XI. MARKINGS

- A. To ensure that the carrier and the receiving activity properly handle and store items, standard commercial precautionary markings such as “KEEP FROZEN,” “KEEP REFRIGERATED,” etc. shall be used on all cases when appropriate.
- B. 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. Case Marking/Labeling
 1. NAVY SHIP Customers including Military Sealift Command (Cargo) ships: Shipping cases shall be marked or labeled on one end or side panel with the following information:
 - Stock Number
 - Funding Information Code (FIC) – If the item has a FIC
 - Item Nomenclature or Description

- Quantity
- Unit Pack
- Unit of Issue
- Case Weight
- Case Cube
- Lot Number
- Date of Pack
- Product Expiration Date and/or
- Best When Used By Date

2. Customers OTHER THAN THE NAVY SHIPS: Shipping cases shall be marked or labeled on one end or side panel with the following information:

- Stock Number
- Item Nomenclature or Description
- Global Trade Item Number (GTIN)
- Date of Pack
- Product Expiration Date and/or
- Best When Used By Date

E. CODE DATES: All products shall be identified with readable open code dates (open code dates are markings that indicate product expiration date). 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 Prime Vendor 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. Item Nomenclature shall be sufficient to identify the item. It is mandatory that a label containing this information be on every case delivered. Bar Codes are not required on shipping cases. Bar codes are not required on shipping cases. If bar codes become a requirement during the life of this contract, the Prime Vendor will be required to apply the bar codes as directed.

F. TRACEABILITY REQUIREMENTS FOR PRIME VENDOR AND ITS SUPPLIERS RE-PACKAGING AND RE-LABELING PRODUCTS:

If the Prime Vendor removes the item from the manufacturer’s original packaging/shipping container and re-packages/re-labels an item, documentation must be maintained to trace the item back to the original producer/packer in case of a hazardous food recall or an item is rated Red/Critical during a DLA Troop Support audit. The Prime Vendor shall maintain or request from its suppliers documentation/certificates containing the following information: Item nomenclature, Name and Number of Establishment, Location, Country of Origin, Date of Production/Pack (DOP), Lot Number, etc. If processing/production/packaging of the item occurred in more than one establishment, documentation for each item must also be maintained/provided. These records must maintain traceability of the item to the extent that a Lot Number/DOP/Code Date of an item

can be traced back to the original manufacturers/producers of an end item. The manufacturer/producer and/or the contractor'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 Prime Vendor must maintain records of quantities and when and where the re-packaged/re-labeled item(s) were shipped. The Prime Vendor must be able to show/provide DLA Troop Support Quality Auditors the documentation for samples selected during contractor Product Quality Audits or Unannounced Quality Systems Management Visits (QSMVs). It is the Prime Vendor's responsibility to notify and ensure their suppliers understand and comply with this requirement.

- G. 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 Prime Vendor to isolate suspected items in order to notify customers in an expeditious manner whenever products are rated "Red/Critical" during a DLA Troop Support audit. The above requirements serve two main purposes: (1) to protect DLA Troop Support's customers and expeditiously notify them in case of accidental or intentional tempering/contamination and/or to prevent consumption of unsafe/hazardous products; and (2) to maintain traceability of re-packaged/re-labeled items in order to verify country of origin approved and source requirements during the shelf-life cycle of the item in the contractor storage and the customer's receipt/storage in order to expedite the recall process for all suspected items intended for DLA Troop Support's customers.

XII. PALLETIZATION

- A. All Prime Vendor shipments must be palletized in accordance with good commercial practices. The Prime Vendor is responsible for the purchase of all pallets, which must be American sized pallets (48 x 40 inches). Pallets may not always be returned on a 1 to 1 basis. This does not relieve the Prime Vendor from delivering products on the proper type of pallet. Pallet retrieval and all associated costs shall be the responsibility of the Prime Vendor. Deliveries will be uniquely palletized for ultimate consignees. Under no circumstances will material for different consignees be co-mingled on the same pallet.
- B. 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, Food Items Code (FIC), item description, quantity (the quantity is the number of shipping cases in the unit load), unit and size, expiration date, the contract and delivery order number, and the contractor's name and address.
- C. Cases may be mixed on the pallet but are to be skillfully built to protect the product and case integrity as to allow the receiver to out check/in check all items on that pallet. Any one-item shall not be embedded in the pallet to the point where the item is not visible and/or unable to be sight counted without breaking down the pallet. All shipments must include a pallet manifest in addition to the truck manifest.
- D. Customers Other than Navy Ships: Palletization shall be in accordance with good commercial practices. Pallet height should not exceed 60" including the pallet.

E. Navy Ship Customers Special Requirements:

1. All products must be palletized and placed on the pier alongside or at the brow of the ship, or as directed by the authorized ship representative.
2. The contractor shall use standard commercial palletization and shrink-wrapping.
3. The contractor shall provide a pre-delivery, standardized customer fill rate report in Excel format.

F. For deliveries to Military Sealift Command (Cargo) ships (“DCA” catalogs), the following applies:

1. Palletized material shall not exceed 48” in height, including the pallet.
2. Pallets shall be tightly double shrink-wrapped, extending from the top to the bottom of the pallet and completely encasing the wood pallet.
3. All shipments of bagged products susceptible to breakage/leakage such as flour, sugar, salt and rice must be further packaged in a tri-wall container.
4. Product shall be palletized one (1) line item per pallet when practicable.
5. Pallets containing soda/canned beverages shall not exceed 70 cases per pallet.
6. Within 48 hours of receipt of order, the contractor shall provide a standardized initial Not In Stock (NIS) report in Excel format, initial shelf-life report in Excel format and initial Pallet Count overall for Dry and Frozen.
7. Five days prior to the required delivery date (RDD), the contractor shall provide a standardized updated Not In Stock (NIS) report in Excel format, updated shelf-life report in Excel format and updated Pallet Count overall for Dry and Frozen.
8. No later than 24 hours prior to RDD, the contractor shall provide a standardized pre-delivery final Not In Stock (NIS) report in Excel format, final shelf-life report in Excel format and final Pallet Count overall for Dry and Frozen. The shelf-life report shall include the contract and delivery order number, stock number, Food Item Code (FIC), item description, number of cases for each item, and expiration date for each case.

XIII. CUSTOMERS

Most customers will require deliveries weekly; however, if necessary, FF&V and LMR deliveries may be required more frequently.

The primary customers in Puerto Rico will be visiting Navy Ships. However, they may also consist of Army, Air Force, Marine, and Navy dining facilities, Morale Welfare and Recreation (MWR), and other federally funded customers.

Ordering facilities (Customers) can be added and/or subtracted as conditions warrant based on U.S Government requests and Military Service/Customer needs. The Prime Vendor must have the appropriate equipment to make all deliveries in the areas covered by the resultant contract.

It is the responsibility of the Prime Vendor to ensure product arrives to all delivery locations in good condition.

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

The following is a current list of Customers in the Area of Responsibility (not including visiting ships):

| CUSTOMER NAME OF ORDERING POINT | # OF ASSOCIATED DELIVERY POINTS |
|--|--|
| USNS Humphreys T-AO 188 | 1 |
| USNS Kanawha T-AO 196 | 1 |
| USNS Supply T-AOE 6 | 1 |
| USNS Patuxent T-AO 201 | 1 |
| USNS Robert E Peary T-AKE 5 | 1 |
| USNS John Ericsson T-AO 194 | 1 |
| USS Lake Erie CG 70 | 1 |
| USS Stockdale DDG 106 | 1 |
| USS San Antonio LPD 17 | 1 |
| USS Wichita LCS 13 | 1 |
| USS Gettysburg CG 64 | 1 |
| USS Mahan DDG 72 | 1 |
| USS Winston Churchill DDG 81 | 1 |
| USS Iwo Jima LHD 7 | 1 |
| USS Bainbridge DDG 96 | 1 |
| USS Gravely DDG 107 | 1 |
| USS Truxtun DDG 103 | 1 |
| USS Gerald R Ford CVN 78 | 1 |
| USS Fort Lauderdale LPD 28 | 1 |
| USS Jason Dunham DDG 109 | 1 |
| USS Thomas Hudner DDG 116 | 1 |
| Marine Puerto Rico Exercise | 1 |
| Motor Vessel Ocean Trader | 1 |
| Fort Buchanan Army National Guard | 1 |

XIV. DELIVERY, TITLE, ORDERS, AND ORDER FILL RATES

A. CUSTOMER DELIVERIES:

1. Normal routine deliveries for all customers shall be made in accordance with the customers' required delivery date (RDD), taking into consideration the customer's location, order processing time, Prime Vendor's transit time and weather conditions. Orders must be submitted to the Prime Vendor at least 7 days prior to the RDD. Any demurrage costs incurred as a result of ship schedule changes are the responsibility of the Prime Vendor and will not be reimbursed by DLA Troop Support.

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

2. Unless otherwise specified by the Contracting Officer, deliveries shall be F.O.B. Destination to all ordering activities and delivery points unless otherwise specified. All items must be delivered to customer locations, free of damage, with all packaging and packing intact. Deliveries shall average 1 times per week to each customer unless the customer and the Prime Vendor agree upon more or less frequent deliveries. All orders shall be accompanied with two (2) copies of the delivery ticket/invoice documents. Dependent upon the specific customer, drivers may be required to transport the product to the rear of the truck for customer off-loading or the driver may be required to down-load the product to the ground or pier. Not all customer locations have access to docks and therefore the Prime Vendor will need trucks with lift gates to assure that deliveries can be down-loaded to the ground or pier for inspection and acceptance. Additionally, there may be instances when the customer does not have the necessary material handling equipment (MHE) to download the product; therefore, the Prime Vendor must ensure proper coordination with the customer prior to delivery, if MHE is required by the Prime Vendor. Should MHE be required of the Prime Vendor, it will be at no additional cost to the Government. At times, it may be necessary for deliveries to be made in an unmarked vehicle. The Prime Vendor must have an unmarked vehicle available to make customer deliveries. Upon completing the delivery(ies), and before the carrier leaves the installation, copies of the invoice(s)/delivery ticket(s) may be required to be delivered to a central "Accounting Office" activity of the installation.
3. Pallet return may not be allowable either due to customer mission(s) or country custom regulations. Where allowable and practical, pallet exchange programs will be implemented by customers. Pallets will rarely be returned on a 1 to 1 basis. The Prime Vendor shall remove all empty pallets and all excess packaging materials on the next delivery at their own expense. Any charges accrued due to delay or non-removal of the packing material is the responsibility of the Prime Vendor and will not be reimbursed by DLA Troop Support.
4. The Prime Vendor 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. As previously described, any projections are estimates provided as guidance to the Prime Vendor to assist in its supply chain management. The Government will use its best efforts to ensure the accuracy of any information provided, but in no way warrants or represents as to the accuracy of that information as to be liable for such information. It is the sole responsibility of the Prime Vendor to ensure that its supply chain management is executed in such a way as to meet all contractual requirements specified in this solicitation or added via modification to the resulting contract. Therefore, it is critical that the Prime Vendor's customer service representatives be able to converse fluently in English, and maintain open communications with the individual bases to properly manage its supply chain, 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.
5. Installation delivery routes and stop-off sequence will be coordinated and verified with the installations on a post award basis by the awardee.
6. All deliveries are subject to military inspection at destination. Delivery point information is provided above in Section XIII. Customers. Delivery vehicles may be required to stop at

central locations and / or Entry Control Points (ECPs) for inspection before proceeding to or leaving assigned delivery point(s). The Prime Vendor may experience delays at some ECPs due to security procedures. The Prime Vendor must maintain records and provide a signed copy of the delivery ticket/invoice per U.S. Government instructions.

7. 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.
8. The Prime Vendor shall also ensure that the personnel loading and delivering the product provide prompt and efficient service to the customer. Drivers should carry picture ID's, and comply with badge requirements and any other internal ID and security requirements of the specific site, at no additional cost to the U.S. Government. Trucks/aircraft shall also be properly registered with each activity to ensure smooth admission to the compound, while fully honoring all local security protection measures of the military activities. The Prime Vendor may be responsible for consequential damages resulting from its employees' or subcontractors' failure to abide by security protection measures.
9. Delivery to airfields and airports may also be required. The Prime Vendor must be in compliance with all theatre air control requirements. The Prime Vendor will be required to palletize, cover, strap down and transport cargo to the designated airfield. At the airfield, the Prime Vendor will be responsible for bringing the product to the tail of the aircraft, if required, and the product must be accessible for downloading by the customer. The Prime Vendor will be required to properly prepare / process any and all required documentation before items are accepted for airlift transport. Once the Prime Vendor ensures that said documentation is properly filled out and all cargo is safely palletized and passes inspection, the air pallets will be loaded onto the awaiting aircraft.

NOTE: If additional customer locations are added after award in the solicited area, the already established distribution prices per the resultant contract will apply to the additional locations, and no further cost will be incurred by the Government.

B. TITLE

Title of all products purchased for the Government remains with the Prime Vendor during the shipment, and title passes to the Government only when products are inspected and accepted at final delivery point by an authorized Government receiving official (e.g. Dining Facility, Navy Ship, etc.).

C. ORDERING SYSTEM – SUBSISTENCE TOTAL ORDER AND RECEIPT ELECTRONIC SYSTEM (STORES)

1. Accessed via the Internet, the STORES is the Government's translator/ordering system that is capable of accepting orders from any of the Services (i.e. Army, Air Force, Navy, or Marines), individual ordering systems and translating them into an Electronic Data Interchange (EDI) format. In addition, this information is passed to DLA Troop Support for the purposes of Prime Vendor payment and customer billing.

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

2. Customers will be able to order all of their requirements through STORES. The system will transmit orders to the Prime Vendor as well as DLA Troop Support.
3. The Prime Vendor is required to interface with STORES, or any future ordering system, and must be able to support the following EDI transactions:
 - i. 810 – Electronic Invoice
 - ii. 832 – Catalog (Outbound: Contractor to DLA Troop Support)
 - a. The Prime Vendor will be required to submit a breakout of their total contract unit price (i.e. separate Product price and Distribution Price columns)
 - b. Gross case weight, case cube, and number of cases per pallet will need to be provided by the Prime Vendor
 - iii. 850 – Purchase order
4. The Prime Vendor shall have access to the Internet and be able to send and receive electronic mail (email).
5. Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point.
6. The Prime Vendor is required to utilize the Government’s item descriptions in the Electronic Catalog (832 transmissions). 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”.
7. The Prime Vendor will utilize the DLA Troop Support invoice reconciliation process or other such systems as they become available, to the maximum extent, towards the goal of correcting invoices early and facilitating the payment process.
8. In the event that STORES or the Prime Vendor interface is not operational, the Prime Vendor shall provide alternate ways for the customer to order (i.e. fax, phone, pick-up orders, etc.). However, for delivery, receipt, and payment purposes, the order will be generated manually via the Tailored Vendor Logistics Specialist (TVLS) at DLA Troop Support.
9. DoD has mandated that all personnel who access DoD systems must use Public Key Infrastructure (PKI) for all private web enabled applications. Prime Vendor personnel are required to have a DoD-approved PKI or External Certificate Authority (ECA) certificate to access STORES. The costs associated with a PKI or ECA are the responsibility of the Prime Vendor.
10. The Prime Vendor is permitted to request no more than one (1) Special 832 Catalog transaction per week. All Special 832 Catalog transactions must be approved by the Contracting Officer.
NOTE: STORES guidelines can be found as an attachment to this solicitation.

D. ORDER PLACEMENT

1. Orders placement must be made by the customer by 12 noon Atlantic Standard Time to be considered ordered that day. An order placed before 12 noon Atlantic Standard Time on March 1st would have a required delivery date of March 7th. Orders may be placed with a longer lead-time; however, the minimum lead-time 7-days.
2. The Prime Vendor is to advise the customers of non-availability of an item and recommend re-order within 48-hours of order placement. If it appears that the Prime Vendor does not expect a stock replenishment in sufficient time to fulfill the requirement, the Prime Vendor should offer the customer a substitute of equal or higher quality and of equal or lower cost (unless otherwise accepted by the customer) at the time of the non-availability notification, or advise them of the not-in-stock (NIS) position of the item and the date of the expected delivery from the manufacturer. The customer will make the final decision on the acceptability for any substitution, and submit a new delivery order. For orders where less than the normal order lead-time is provided to the Prime Vendor, every effort will be made to provide such notification to the customer of non-availability of an item prior to the arrival of the delivery.

E. ORDER CANCELLATION

Customers may cancel orders up to 72 hours prior to delivery. No restocking charges shall apply. Restocking charges may only be applied at the Contracting Officer's discretion for cancellations within 72 hours of the RDD on orders over \$10K. The Prime Vendor must notify the Contracting Officer, in writing, within 24 hours of any order that is cancelled for which restocking charges may be applied. The Prime Vendor's notification must include purchase order number, order date, requested delivery date, date and time of cancellation, total order dollar value, case count, and total applicable restocking charges.

F. HOLIDAYS

All orders are to be delivered on the specified scheduled delivery date. However, when a scheduled delivery date falls on a United States Federal Holiday, the Prime Vendor shall make delivery arrangements in advance with the customer to prevent disruption of service.

G. EMERGENCY ORDERS

1. Emergency orders placed by the customer are those required outside of the normal delivery schedules. The Prime Vendor will provide a maximum of five (5) such "emergency" orders (excluding mobilization actions) per month per customer at no additional cost to DLA Troop Support or its customers. Any emergency greater than five (5) allowable "emergency" orders will need to be approved at the Contracting Officers discretion and must be entered into STORES.
2. The Prime Vendor must be able to receive and process delivery orders on any day of the week, including holidays. Delivery days and times are not restricted and may occur every day of the

week.

3. The Prime Vendor is responsible for providing the ordering facilities with the name of the Prime Vendor's representative responsible for notification of receipt and handling of such emergency service and his/her phone number, e-mail address, and/or pager number.

H. ORDER FILL OR SUBSTITUTION POLICY

1. All supplies shall be furnished on a "fill or kill" basis. Customer notification and approval is required before any partial shipment can be made; however, the unfilled quantity is to be reported as not-in-stock (NIS). Prime Vendors are required to have procedures for handling NIS situations. The contractor is required to stipulate timeframes in which the NIS item will be identified to the customer prior to the delivery, in order that a substitute item may be requisitioned via a new order.
2. For ship orders, the substitution must be authorized by the ship and coordinated with the Navy Logistics Support Center (FLC). In the case of a Prime Vendor NIS on part of a quantity ordered, partial shipments are acceptable if the customer is notified and agrees; however, the unfilled quantity is considered cancelled and shall be reflected as a "0% fill" on the fill rate report. The customer may elect to re-order under a new purchase order.

I. NEW ITEMS

1. If a customer desires to order an item that is not part of the Prime Vendor's inventory, the Prime Vendor will be allowed a maximum of 60 days lead time to source, transport and make available the new item to the end-user customer. This 60-day period will begin after the Prime Vendor receives initial demand and approval for the item from the individual services' Headquarters or Regional Area Command. It is the Prime Vendor's responsibility to obtain approval from individual services' Headquarters or Regional Area Command. The Prime Vendor must notify DLA Troop Support and the requesting activity when new items are available for distribution. These items should become a permanent part of the Prime Vendor's inventory if it appears that these items will be ordered regularly; i.e., a hospital supported under the proposed contract(s) uses dietary products and items unique to a healthcare facility. The Government does not intend to add a new item to the Prime Vendor's permanent catalog unless there is anticipated demand of at least ten (10) cases per month. For existing catalog items, the Prime Vendor will be responsible for notifying the Contracting Officer on a monthly basis if any cataloged item has not been ordered in sufficient quantities to meet a ten (10) case monthly order quantity. Those slow-moving items will be considered for catalog deletion.
2. All new items, including replacement, Mandatory, NAPA and National Contract items must be approved in accordance with individual services' Headquarters' or Regional Area Command's operating procedures (e.g. Services' Buyer's Guide requirements). New item and replacement item prices must be determined fair and reasonable and approved by the Contracting Officer prior to the item's addition to the customer's catalog and therefore customer's order. Customers are responsible for an estimate of initial monthly demand which the Prime Vendor will use for its original order placement with the supplier. The Prime Vendor

will re-order inventory according to the customers' monthly sales. It is the Prime Vendor's responsibility to notify customers when product is not moving in accordance with the estimated monthly demand, in order for the customers to potentially adjust purchase quantities. The Government will not be liable for expired product if actual orders do not meet projected estimates.

3. The Prime Vendor agrees that all new items will not be made available and delivered to the customer(s) until sufficient inventory of the new products have been shipped and received in the Prime Vendor's OCONUS facility(s) with the new items added to the customer's catalog via the 832 catalog process according to the weekly 832 catalog updates.
4. If an item is deleted or replaced by a new item due to customer preference, the customer will make reasonable efforts to draw down the Prime Vendor's existing inventory, before ordering the new replacement item. The new item **will not** be added to the catalog until existing inventory is depleted, unless otherwise approved by the Contracting Officer. In the event that an item is deleted without a replacement, the customer will still make reasonable efforts to draw down the Prime Vendor's existing inventory providing that the Prime Vendor did not mismanage the amount of inventory received into inventory. The Government will not, however, be liable for any unpurchased product.
5. In the event of a change in pack size for an item, (e.g., an item in Category 1 changes from 24/12 oz cans to 12/12 oz cans), the contractor must notify the Contracting Officer of any such change. A new Sub-Category may be established within that Category (e.g., Sub-Category 1A) and the distribution price may be adjusted proportionally (e.g., from \$6.00 per case to \$3.00 per case).
6. Procedures for Processing New Items
 - a. Customer Initiated Requests
 - 1) When the Government customer requests a new item(s) not inventoried by the Prime Vendor be added to the contract catalog(s), the customer shall initiate and provide sufficient information to the Prime Vendor, via the STORES New Item Request Process to enable the Prime Vendor to promptly source the required item. Written approval from the Contracting Officer must authorize all specified new item additions and/or changes to NSNs prior to catalog update transmissions. **NOTE: Prior to all requests, the customer must obtain approval from their Service HQ (Army, Air Force and Navy) and Regional Area Commands where applicable for each service for all catalog item additions.**

The Prime Vendor shall source the item and submit their portion of the New Item Request Process in STORES, the fully completed LSN Request Form and required documentation to add such item(s).

- 2) Customer Initiated Item Requests will be submitted in STORES. Vendor receives the Item Request and submits their item to DLA by filling out all of the required fields.

Vendor has up to five (5) business days to submit an item to DLA to meet the request if the item is an in-house product and up to ten (10) business days if the item has to be sourced. After submission, the Vendor receives an email notification and can check the request status in STORES. The Contracting Officer will review the Item Request and determine if the item can be added to the catalog. Once the Contracting Officer approves, the Prime Vendor will have a maximum of 120 days lead time to source, transport and make available the new item to the end-user customers.

- 3) Each request for approval in STORES must have the following information:
- Original Manufacturing Facility Information
 - Facility Name, Address, City, State, Country, Zip Code
 - Manufacturer – from drop down box or typed if not an option
 - Brand – from drop down box or typed if not an option
 - SKU or GTIN
 - Vendor Part Number
 - Price by Unit of Measure (UOM)
 - Catch Weight Item – with Min/Max if applicable
 - Storage Type/Condition
 - Final Product Price – needs to be opened up to fill out subsequent information
 - Product Price, Distribution Price, Distribution Price Category
 - Estimate Monthly Demand Quantity

*Additionally, if a Local Stock Number is known that would fit the request base on the description, this can be searched for in Associate Existing Stock Number – this is not required, but it can be helpful when identifying an item for a request.

- 4) In addition to the above fields being filled out in the STORES Item Request, the following documents must be attached to the request in STORES before submission to DLA:
- Berry Amendment Documentation/Waiver – something showing that the item is Berry Amendment Compliant or a Domestic Non-Availability Determination
 - Invoice / Quote or E-Mail
 - Manufacturer Product Spec Sheet – unless the item is a house brand, do NOT supply the Prime Vendor's specifications
 - Principal Display Panel (PDP) – the portion of the label including the product name, manufacturer's declared statement of identity, and the case net weight...for meat and poultry items, also include the Handling Statement and Legend/Establishment number ***should be an actual photograph of the product/case and needs to be legible***
 - Information Panel (IP) – the portion of the label including the Ingredient Statement, Nutrition facts, country of origin and the name of the manufacturer, distributor, or broker and their address

*Note: Both the Supplier/Distributor Case Label, PDP and the IP must be an actual photograph of the product/case. These must be legible and should be in a jpg, gif, or

PDF format.

- 5) 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.
- 6) New item prices for non-MPA items must be determined fair and reasonable and must be approved by the Contracting Officer prior to the item's addition to the customer's catalog. 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 to be fair and reasonable and approves the addition.

b. Vendor Initiated Item Requests

- 1) Vendors may initiate an Item Request in STORES for the following reasons:
 - Vendor Part Number Change
 - Manufacturer SKU/GTIN Change
 - Pack Size Change
 - Vendor Discontinued
 - Manufacturer Discontinued
 - Adding items back onto an active vendor item catalog, with changes, if the item was previously on the catalog in the past 90 days
 - Other (Vendor will need to provide further information for review)
- 2) The Vendor shall initiate and provide sufficient information to DLA Troop Support, via the STORES Item Request Process, to enable the item to be promptly sourced. All fields indicated with a single asterisk must be filled in by the Vendor. Some double asterisk fields should also be entered if they are applicable to the item request being entered.
- 3) All indicated supporting documentation must be uploaded by the vendor including:
 - Principal Display Panel (PDP)
 - Invoice/Quote or E-mail
 - Information Panel (IP)
 - Manufacturer Product Spec Sheet
 - Berry Amendment Documentation/Waiver (if applicable)
- 4) Customers can view Vendor Initiated item requests but cannot edit these requests and are not part of the approval/disapproval process. However, customers may enter comments on these requests.
- 5) Written approval from the Contracting Officer shall authorize all specified vendor item requests and/or changes to NSNs prior to catalog update transmissions. This

requirement is for the Contracting Officer's determination of price reasonableness.

- 6) Item prices must be determined fair and reasonable and must be approved by the Contracting Officer prior to any changes to an NSN or an item's addition to the customer's catalog. Changes regarding an NSN will not be made and items will not be added to the catalog unless the Contracting Officer determines the proposed prices to be fair and reasonable.

There may be instances where the manual process for new item or replacement item requests will need to be utilized and not processed through STORES. These instances will be identified by the applicable Tailored Vendor Logistics Specialist (TVLS), Contract Specialist and/or Contracting Officer. All requests and the related supporting documentation including the New Item Request Form (NIRF) shall be emailed to the Contracting Officer, Contract Specialist and Tailored Vendor Logistics Specialist TVLS for immediate review. Any request missing information outlined above may not be processed.

The approved Product Price, Distribution Price, and Distribution Price Category for all Item Requests, as submitted through the STORES or the manual process, MUST be what is submitted on the 832 catalog transmission. Incoming 832 catalog transmissions will be verified for compliance. Prices other than those approved will be rejected.

J. FILL RATE/SUBSTITUTIONS/EXCEPTIONS

1. For all customers, the required contract order fill-rate is 98%. Fill rates will be measured in the following four categories and the 98% fill rate requirement applies to each category:
 - CONUS Procured Non-Catch Weight Items
 - CONUS Procured Catch Weight Items
 - OCONUS Procured Non-Catch Weight Items
 - OCONUS Procured Catch Weight Items
2. During contract performance, higher fill rates may result in a higher Past Performance 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.
3. 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 Prime Vendor's submitted non catch weight fill rate reports will be based on the same formula, and shall not include substitutions, mis-picks, damaged cases, etc.

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

The fill rate for catch weight items shall be provided in two ways, pounds accepted / pounds ordered as well as cases accepted / cases ordered to allow for a computation of an overall fill

rate. Instructions for how the catch weight item conversion from pounds to cases is to be accomplished are listed below. The fill rate calculation for catch weight items by the pound shall be calculated as follows and shall not include substitutions, mis-picks, damaged cases, etc.

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

The Government will calculate the fill-rate for each delivery order line item based on cases ordered & accepted, utilizing the units per pack, or purchase ratio factor, to convert all and fill-rates, the weight range average will be utilized to convert pounds to cases. The government system will round down and up as follows:

0 – 0.4999 will round down
0.5 – 0.999 will round up

- a. As an example, for the item 8905-01-E29-2117, Beef Flank Steak, 11-15 LB has an average weight of 13 LB. In the event a customer wants 50 LBS. of flank steak, the ordering system will place the order for a multiple of 13 LB equal to or greater than the requirement, in this case 52 LBS. If the contractor delivers 45 LBS, the fill rate will be calculated as follows:
- Order = 52 LB / 13 = 4 cases
Receipt = 45 LB / 13 = 3.46 = 3 cases
Fill-rate = 3 / 4 = 75.0%

If the contractor delivers 46 LB, the fill rate will be calculated as follows:

Order = 52 LB / 13 = 4 cases
Receipt = 46 LB / 13 = 3.53 = 4 cases
Fill-rate = 4 / 4 = 100%

- b. Contractors shall assure that the 832 catalog transaction set for each catch-weight LSN contains (1) the correct average case weight of cases to be delivered in 832 field CTP04, Catch-Weight Multiple, and (2) 832 field PO404, Packaging Code, includes the catch-weight indicator “AVG”.
- c. Catch-weight items are items which permit a weight range per case, normally meat items with a LB weight range. For catch-weight items only, the allowable quantity variation is:
Decrease: minus (-) 49% of the item average weight
Increase: plus (+) the item average weight

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

Decrease = 13 x .49 = 6 LB
Increase = 13 LB

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

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

4. Definitions:
 - a. *Non-catch-weight item*: An item which has a specific weight per case and never varies, e.g. Cake Mix, Yellow, 6/5 lb. Box
 - b. *Catch-weight item*: An item for which a weight range is acceptable; normally meat items purchased by the pound, e.g. Beef Flank Steak, 11-15 lb. Case.
 - 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%.
 - g. *Quantity accepted*: For non-catch weight items, the product quantity for each line within one order opportunity that the customer has received and receipted, not including damaged cases, and mis-picks.
 - h. *Quantity ordered*: For non-catch weight items, the product quantity requested by a customer for each line within one order opportunity.
5. Designation of catch weight items: To designate a catch weight item, the Prime Vendor must input catch-weight indicator “AVG” in 832 catalog field PO404, Packaging Code, for each catch-weight item. The Prime Vendor shall assure that the correct average case weight (i.e. the actual weight average of cases that will be delivered) is input in 832 catalog field CTP04, Catch Weight Multiple.

See paragraph 3 above for the calculation of fill-rate for catch weight items.
6. 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.
7. Non-conforming cases, e.g. incorrect items (mis-picks) and damaged cases will not be accepted and receipted.
8. Substitute items will be accepted/receipted against a new STORES order line as described in the example below and the original order line will be counted as a zero fill. As an example: 8 cases of #10 can applesauce is ordered, the Prime Vendor is NIS and recommends #303 can applesauce as a substitute, customer accepts substitute and places a new order for 6 cases of the #303 can applesauce (for a different quantity in this example due to package/pack size difference), and Prime Vendor delivers the substitute order in full:

Original: 8915-00-127-8272, Applesauce #10 CN, 6/CS: Order=48 CN=8 CS: Receipt=0

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

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

The fill-rate for the original line is 0%; the fill-rate on the substitute line is 100%.
The weighted average fill-rate for the 2 lines is 42.9% (6 cases accepted /14 cases ordered).

9. 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 RDD. Fill-rates are calculated for non-catch-weight items and catch-weight items.
10. The Prime Vendor shall submit its fill-rate report (to include the 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 date (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.
11. The Prime Vendor shall promptly inform the Contracting Officer Representative, 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 written cancellation line or quantity prior to STORES receipt, customer ordered incorrect quantity, item being discontinued, etc. If the Contracting Officer agrees with the justification, the Government will post the exception 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.

| Fill Rate Exception Codes | | |
|---------------------------|--|-----------|
| Code | Reason | Exception |
| V01 | Monthly Item Demand Exceeds Average Demand by >150% (OCONUS Only) | Yes |
| V02 | Newly Cataloged Item (Insufficient Time for Vendor to Capture Demand History) | Yes |
| V03 | Low Shelf-Life Item - Frequency Restocking Required | Yes |
| V04 | Customer Decreased Quantity or Cancelled (Including Pre-Delivery) | Yes |
| V05 | Customer Based Order Quantity On the Incorrect Unit of Issue | Yes |
| V06 | Customer Did Not Provide Sufficient Ordering Lead Time (*If Vendor Meets Contractual DOS Requirements) | Yes* |
| V07 | Item Being Phased Out (Catalog Timing Issue - Does Not Include Vendor Voluntary Brand Changes) | Yes |
| V08 | Catch Weight Adjustment (Customer Orders 100 Lbs. Actual Weight Of Product Is 98 Lbs.) | Yes |
| V09 | Product Recalled | Yes |
| V10 | Other (Vendor To Provide Specific Explanation/Backup Documentation For "Other" Exception) | Yes |
| V11 | Vendor Not In Stock Or Short Shipped | No |
| V12 | CONUS/OCONUS NIS Caused by DTS Delay - Approved By the Contracting Officer | Yes |

12. Demand is defined as the sum of stock ordered via 850 EDI transactions into the Vendor's system excluding documented ordering error exceptions approved by the Contracting Officer (V04 & V05).
13. A Vendor will still be required to support up to and including 150% of the AMD for Surge

elsewhere in the contract, said authority remains solely with the DLA Troop Support Contracting Officer.

2. In the event that the Prime Vendor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made. The Contracting Officer is the only person who may authorize any modification or costs associated with a change.
3. Requests for information on matters related to this contract, such as an explanation of terms or contract interpretation, shall be submitted to the Contracting Officer.

B. ADMINISTRATION

1. A designated representative at the ordering activity will perform administration of the individual customer delivery order. This includes approving product substitutions and delivery changes.
2. The Contracting Officer must approve any changes to the contract in writing.

C. IN-PROCESS REVIEWS

1. The Contracting Officer will conduct In-Process Reviews (IPRs) to evaluate and discuss Prime Vendor on an annual basis or at a frequency determined by the Contracting Officer.
2. The Prime Vendor will be required to travel to Philadelphia at least once per year to participate in an in-person IPR at no additional cost to the Government. At a minimum, the Prime Vendor participants must include the contract administrator and/or program manager. The Government may also choose to conduct an in-person IPR at the Prime Vendor's OCONUS distribution facility. With the approval of the Contracting Officer, virtual IPRs may be conducted in lieu of in-person Prime Vendor participation. At a minimum, the Prime Vendor participants must include: the contract administrator and/or program manager.

D. NOTICE TO CONTRACTORS

1. Offerors are hereby advised that although there is a guaranteed minimum of 10% of the estimated contract dollar value under this contract, DLA Troop Support does not guarantee that any or all of the customers will order all of their subsistence and related non-food requirements from the resulting Prime Vendor, nor does the Government guarantee any purchases above the guaranteed minimum.
2. During the life of the contract, the resulting Prime Vendor will be required to periodically hold prices and all other catalog changes, depending on the 832 catalog schedule. Depending on the 832 catalog schedule, the changes may be postponed up to three (3) weeks, including but not limited to the Government's Fiscal Year change on October 1st and the week of December 25th. Additional changes to the 832 schedule must be agreed upon by the Prime Vendor and the Contracting Officer.

E. CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM

1. Background

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 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.

Since November 1, 2006, a DoD Public Key Infrastructure (PKI) Certificate is required for all contractor users accessing CPARS. The requirement for PKI certificates is implemented in accordance with DoD security policy promoting secure electronic transactions.

2. Obtaining a PKI certificate

For access to CPARS: A DoD PKI Certificate is required for all DoD employees accessing Architect-Engineer Contract Appraisal Support System (ACASS), Construction Contractor Appraisal Support System (CCASS), Contractor Performance Assessment Reporting System (CPARS), and Federal Awardee Performance and Integrity Information System (FAPIIS). Government contractors are also encouraged to obtain and use a certificate. Non-DoD Government users may continue to access ACASS, CCASS, CPARS and FAPIIS without a certificate.

PKI Certifications remain a requirement for access to some Government electronic systems. However, OCONUS Government contractors may have some difficulty in obtaining a PKI certificate, and while this is a requirement, under special circumstances exceptions can be made. Additionally, the potential cost involved in obtaining a PKI certification should be considered when contractors establish distribution prices.

Government contractors who do not work at a DoD facility may purchase a DoD PKI certificate from one of the approved External Certificate Authorities (ECAs). The ECAs are contractors who provide digital certificates to DOD's industry partners who are using their own equipment or working in non-Government facilities. A list of ECA vendors is available at <https://www.cpars.gov/cparsweb/about>. Each contractor employee accessing CPARS will need an Identity Certificate (An Encryption Certificate is not required). Certificates range in price from \$145 to \$155 or more 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, at no additional cost to the U.S. Government.

F. INVOICING

1. Each delivery will be accompanied by the Prime Vendor's delivery ticket/invoice. Two (2) identical copies shall accompany the shipment. The customer shall sign both copies, keep one and return the other to the Prime Vendor. Any changes must be made by the customer on the face of both documents. Attachments are not acceptable.
2. 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 invoices submitted by the Prime Vendor must be "clean", i.e. all debits and/or credits must be reflected on the invoice prior to submission.
 - i. In regard to all distribution categories except for 12 and 15 the product price, plus the distribution price will be established as a Prime Vendor catalog unit price for food and non-food orders submitted by the customer via STORES. The process for ordering, receipting, invoicing, billing, and payment is completely electronic via STORES and EBS.
 - ii. In regard to distribution categories 12 and 15, which do not have associated product prices, the distribution price will be established as a Prime Vendor catalog unit price. In regard to distribution category 12 Restocking, all charges associated with Restocking Charges must be submitted on a separate paper invoice by the Prime Vendor for Contracting Officer approval.
 - iii. Each paper invoice must be certified by the Prime Vendor to reflect the amount of service actually provided. The approved invoice amount will be placed on order by DLA Troop Support via STORES using local stock numbers designated for itemized billing/costs and receipted. The Prime Vendor will then be authorized to electronically invoice the approved amount for payment on a monthly basis as follows.

Each paper invoice along with supporting documentation shall be cumulative for a one (1) month period and must be submitted to the Contracting Officer no later than the 15th day of the following month, e.g. for the period of January 1 through January 31, referenced invoices must be received by February 15th. The Contracting Officer will authorize the Prime Vendor to submit the approved 810 invoices for payment as soon as evaluation of all documentation is completed.

3. Electronic invoice transactions may be submitted to DLA Troop Support daily; however, it cannot be stressed enough that all internal debit/credit transactions must be completed prior to the submission of the invoice. Invoice lines that do not contain the correct invoice data and/or contain incorrect quantities delivered or prices charged will be rejected. The contractor will be responsible for correction and re-submission.

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

4. The same invoice cannot be submitted with different dollar amounts, and the same invoice number cannot be used more than once during the fiscal year.
5. Invoices may not be submitted as “LIVE DATA” until a test transaction set has been cleared.
6. For catch weight items, standard rounding methods must be observed, i.e. less than 0.5 is rounded down; equal to or greater than 0.5 is 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 Prime Vendor.
7. Unit prices and extended prices must be formatted not more than two (2) decimal places to the right of the decimal point, using standard rounding methods. STORES will not accommodate positions of 3 and above beyond the decimal point.
8. The following address must appear in the “Bill To” or “Payment Will Be Made By” block of the contractor’s invoice:
 Defense Finance and Accounting Service (DFAS)
 BSM
 P.O. Box 369031
 Columbus, OH 43236-9031
9. Each invoice shall contain sufficient data for billing purposes. This includes, but is not limited to:
 - i. Contract Number, Call or Delivery Order Number, and DoDAAC;
 - ii. Contract line listed in numeric sequence (also referred to as CLIN order);
 - iii. Item nomenclature;
 - iv. LSN or NSN;
 - v. Quantity purchased per item in DLA Troop Support’s unit of issue and Prime Vendor’s unit of measure;
 - vi. Clean invoices must be submitted; and
 - vii. Total dollar value on each invoice (reflecting changes to the shipment, if applicable).
10. The Prime Vendor is required to use the DLA Troop Support Reconciliation Tool to identify and correct mismatches between invoices submitted and customers posted receipts. It is the responsibility of the Prime Vendor to adjust as necessary and communicate with the customer or DLA Troop Support as needed, in order to resolve any/all discrepancies.

G. PAYMENTS

1. DFAS-BSM (SL4701) is the payment office for this acquisition.
2. Payment of delivery orders will be made in accordance with the terms and conditions of Paragraph (i) of 52.212-4 “Contract Term and Conditions – Commercial Products and Commercial Services” (NOV 2023) and any addendum, appearing in the section of this solicitation entitled “Contract Clauses”.

3. Payment is subject to the terms and conditions of the Prompt Payment Act (31 U.S.C. 3903). The due date for making invoice payments by the designated payment office shall be the later of the following two events: (a) the 30th day after the designated billing office receives a proper invoice from the Prime Vendor; (b) the 30th day after the Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement. All 810 electronic invoices must be submitted with accurate, sufficient, clean data before any payment can be made. However, the contractor shall not submit the 810 invoices for payment until the signed delivery ticket/invoice has been received directly from the customer.
4. Fast pay procedures do not apply.
5. The Prime Vendor must have the ability to accept an EDI 820 transaction set from its financial institution. DFAS BSM will no longer forward a detailed summary of payment(s); this information will only be available from your bank.
6. STORES/BSM Reconciliation Tool: In an effort to improve the payment process, contractors will have the ability to view what the customer has or has not receipted, via the BSM website. The contractor 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 by the Prime Vendor. While the Prime Vendor will not have the capability to update customer receipt information, update capability will be available for unreconciled invoice information for approximately 30 days.
7. The Government intends to make payments under the resultant contract by electronic funds transfer (EFT). Refer to FAR 52.232-33, “Payment by Electronic Funds Transfer – System for Award Management”. However, the election as to whether to make payment by check or electronic funds transfer is at the option of the Government.

Note To Offerors – FAR 52.229-11 and FAR 52.229-12 regarding Tax on Certain Foreign Procurements apply to this solicitation and contract. The offeror should fill in the representations in FAR 52.229-11 and shall submit IRS Form W-14 with its offer if it represents it is a foreign person as defined in FAR 52.229-11. The Internal Revenue Services issued its final regulations in Federal Register Vol 81, No. 160 on August 18, 2016, concerning section 301 of Public Law 111-347 (dated January 2, 2011), which added section 5000C to the Internal Revenue Code. The final regulations provide guidance on the applicability of Section 5000C(a) which imposes on any foreign person that receives a specified Federal procurement payment, a tax equal to 2 percent of the amount of such payment.

H. MANAGEMENT REPORTS

The Prime Vendor 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 requirements for additional reports at no additional cost to the Government. Each quantity and dollar value provided

should be based on the item's unit of issue.

It is at the Contracting Officer's discretion which reports are submitted and the frequency of said reports. All 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). The weekly reporting period is from Sunday through Saturday. Weekly reports must be submitted by close of business each Wednesday immediately following the reporting period. 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 Prime Vendor must make an affirmative statement regarding the accuracy and completeness of the information provided in said reports. To this end, the Prime Vendor is required to add the following statement to every management report submitted to DLA Troop Support: "I confirm 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".

1. Fill Rate Reports (Weekly & Monthly): (Shall be submitted in non-protected Excel format)

- i. 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 contract.
- ii. 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, by customer and overall, to the Contracting Officer. This weekly report will follow the exact same format as the monthly fill rate report.

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 delivery order) and delivery order number. The date range of the report shall be based on the customer's RDD for the previous week as defined in paragraph ii above. The report shall contain all orders for the specified time period, as well as a worksheet summary roll-up report tab that captures all contract/catalog numbers combined. The summary shall contain the following information:

- Overall fill rate based on cases
- Overall non-catch weight fill rate based on cases
- Overall catch weight fill rate based on cases
- Overall catch weight fill rate based on pounds
- Delivery orders shall be grouped by DODAAC. Within each DODAAC sort fill rates by delivery order number

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

2. 832 Report (Weekly): Each line to contain at a minimum: DLA Troop Support stock number, item description, current product price, new product price, distribution price, current total price (current product + distribution), new total price (new product + distribution), Distribution Category, purchase ratio factor, unit of issue, unit of measure, and NAPA discount.
3. Total Asset Visibility/Supply Chain Fitness Report (SCFR) (Weekly): The Prime Vendor must be able to present real time asset visibility of its entire inventory (i.e. stock on-order, stock in-transit, and stock on-hand) as well as the anticipated usage and average demand for each item on the Prime Vendor catalog. The SCFR is a report which consists of 4 data tabs, 1 Analysis Chart and 1 Analysis Table. The report format will be provided to the Prime Vendor post award; however, the report tracks weekly movements in demands against weekly changes in three segments of the supply chain (i.e. stock on-order, stock in-transit and stock on-hand). Each of these elements are reported and tracked at the line item level.
4. Socio-Economic Report (Monthly):
 - i. This report shall list all products manufactured and/or supplied by small business, small disadvantaged business, minority owned small business, women-owned small business, women owned small disadvantaged business, HUB Zone small business, veteran owned small business, or service-disabled veteran owned small business. This report shall be sorted by manufacturer/supplier, include quantity and dollar value, and be sorted by the applicable business size category of the manufacturer/supplier. The required format of this report will be provided by the Contract Specialist during post-award administration. NIB/NISH firms are not to be categorized under Small Disadvantaged Business as they are non-profit organizations and should be considered their own separate category.

NOTE: This report is for direct subcontracts for products supplied to customers. This report is not to include indirect costs. The Small Business Administration (SBA) must certify HUBZone businesses.

- ii. A summary page of the report shall also be submitted that 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 for the Defense Logistics Agency (DLA). Also requested, but not required since DLA does not mandate these goals be reported, is a listing of products supplied and/or manufactured by Federal Prison Industries, Labor Surplus Areas, Historically Black Colleges or Universities and Minority Institutions.
5. NAPA Rebate Report (Monthly): This report should summarize the savings passed along to the customers in the form of deviated allowances realized as a result of utilizing the NAPAs. The report shall 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.
6. Financial Status Report (Monthly): In order to ensure timely payments, a summarized account receivable and / or a "days of outstanding sales" shall be submitted by the Prime Vendor 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.

7. Contractor Records Retention Plan (Annually): The Prime Vendor must have a records retention plan in compliance with FAR 4.703. The Prime Vendor's record retention plan must be approved by the Contracting Officer. The Prime Vendor's record retention plan should include the length of time that it plans to retain contract file documents and electronic documents. The plan should also include the Prime Vendor's plan to back up electronic documents. For example, certain records must be retained until 3 years from the date of final payment. See FAR 4.703 for more information on retention of contract file documents.
8. DLA Owned Material Report (Monthly/If Applicable): This report shall show a detailed description of the Operational Rations owned by DLA at various Prime Vendor locations. In addition to an overall report, the contractor shall provide a screenshot from its internal system to show the monthly inventory transaction history for each item. Each screenshot must clearly identify the item and warehouse location, along with the following information for each transaction: transaction type (receive/issue), quantity, the source or delivery destination, and the date the item was received or issued.

The contractor will email monthly inventory report by the third business day of each month to: dladisj3.vendorrep@dla.mil.

The contractor will also be required to upload monthly inventory report by the third business day of each month in the VMI/SMI Upload Tool (<https://businessportal.dla.mil/irj/portal>). The contractor shall register for this tool during the contract implementation period by requesting the JD-02101 role in the Defense Logistics Agency Account Management and Provisioning System (AMPS.)

NOTE: Detailed instructions regarding registration and the use of the tool will be provided to the awarded contractor during the contract implementation period.

9. DLA Owned Material Physical Inventory Report (Annually/If Applicable): The Prime Vendor shall perform a complete physical inventory of all DLA Owned Material and provide a report of the results at least once per year. The report shall show the quantity on hand for each item according to the contractor's inventory management system along with the corresponding quantity from the physical inventory.

I. CATALOG ORDER GUIDE

The Prime Vendor shall provide a catalog order guide, with descriptions, pack sizes and if applicable the Food Identification Code (FIC), to each of the customers serviced under this contract. At a minimum, the order guide should list the DLA Troop Support Stock Number, DLA Troop Support Unit of Issue, the contractor's part number and the brand of each item.

J. KEY MANAGEMENT PERSONNEL

The Prime Vendor shall ensure its key personnel or positions of personnel who are responsible for the day-to-day management and overall success of this Prime Vendor Program are in place at time of award

and managed/maintained throughout the life of the contract. The Contracting Officer shall be advised, in writing, by the Prime Vendor of any key personnel changes throughout the life of the contract. In addition, the Government shall have access to the Prime Vendor's key management personnel resumes, organizational flow charts, and any other documentation that demonstrates an individual's experience to ensure the Prime Vendor's success in providing service to its customers under this contract. Prime Vendor and/or commercial food experience is required. Knowledge in the geographical area(s) being supported is preferred. However, it is the Prime Vendor's responsibility to ensure successful performance under this contract.

K. PRIME VENDOR 832 CATALOGS

1. During contract implementation, the Prime Vendor will be required to establish and electronically submit 832 catalogs for testing and for live customer orders. A Subsistence Total Ordering and Receipt Electronic System (STORES) EDI Implementation Guideline is attached.
2. It is estimated that the Prime Vendor will be required to establish a minimum of one (1) 832 catalog.

NOTE: The actual number of required catalogs may vary throughout the life of the contract based on the actual number of customers, their needs, and their billing requirements.

Catalog 1: This catalog should contain all items available for issue to all customers. The catalog unit price will consist of the Product Price + Distribution Price.

NOTE: Administrative catalogs will be created in the best interest of DLA Troop Support and the support needed for its customers. Administrative catalogs will not be created for the number of Prime Vendor platforms; therefore, the Prime Vendor's warehouse management system MUST be able to accommodate a single catalog with multiple platforms.

L. OTHER CONSIDERATIONS

The Prime Vendor will cooperate in any Government investigation relating to this contract. The Prime Vendor will also be responsible for ensuring subcontractor or partner cooperation in any Government investigation relating to this contract. Specific forms of cooperation will include making officials available for interviews, production of records, etc. The Prime Vendor will submit specific monthly reports, signed by a senior official of the company (i.e. Chief Financial Officer or someone higher in the organizational hierarchy), relating to pricing, discounts, rebates, allowances or other similar economic incentives or benefits that will be received by the contractor.

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

AWARDED DISTRIBUTION PRICES

| Cat. # | Category Description | UOM | Price Per UOM |
|--------|---|-----|---------------|
| 1 | CONUS DRY CS | CS | |
| 1A | CONUS DRY CS (For Product Price Exceptions B, C, D, or E) | CS | |
| 2 | CONUS DRY CO (UOM for EA = 1 CO) | EA | |
| 2A | CONUS DRY CO (For Product Price Exceptions B, C, D, or E) (UOM for EA = 1 CO) | EA | |
| 3 | CONUS FZN CS | CS | |
| 3A | CONUS FZN CS (For Product Price Exceptions B, C, D, or E) | CS | |
| 4 | CONUS FZN LB | LB | |
| 4A | CONUS FZN LB (For Product Price Exceptions B, C, D, or E) | LB | |
| 5 | CONUS CHILLED CS | CS | |
| 5A | CONUS CHILLED CS (For Product Price Exceptions B, C, D, or E) | CS | |
| 6 | OCONUS DRY CS | CS | |
| 7 | OCONUS FZN CS | CS | |
| 8 | OCONUS CHILLED CS | CS | |
| 9 | OCONUS CHILLED OR FZN LB | LB | |
| 10 | OCONUS FF&V LB (Includes Product Price Exception A) | LB | |
| 11 | OCONUS Water CS (Potable - Bottled) | CS | |
| 12 | Restocking Price for Orders Over \$10K (Approved at the Contracting Officer's Discretion) | CS | |
| 13 | CONUS FF&V LB | LB | |
| 14 | CONUS Water CS (Potable - Bottled) | CS | |
| 15 | Emergency Orders > 5 per month (Approved at the Contracting Officer's Discretion) (UOM of EA = one (1) Emergency STORES Purchase Order) | EA | |

AWARDED CATALOG ITEM PRICES

| LINE ITEM | LSN | FIC | DESCRIPTION | PRODUCT PRICE | DISTRIBUTION CATEGORY |
|-----------|---------------|-----|---|---------------|-----------------------|
| 1 | 890501E091255 | A18 | CKN, BONED, CN, PIECES, SOLID PG, 12/50 OZ CN | | 1A |
| 2 | 890501E192177 | A32 | Tuna, Light, Flex Pouch, 6/43 oz pg | | 1 |
| 3 | 891001E297682 | A62 | Egg, Dehy, Crystals, whl egg equiv, n/chol, 14/28 oz co | | 1A |
| 4 | 891001E622997 | A78 | Milk, NF, Dry, US Extra GR, fort w/Vit A&D, Gen Purpose, 6/#10 cn | | 1A |
| 5 | 891001E093868 | A90 | Milk, White, LF, UHT, asptic pg, 1/5 gl BIB | | 1A |
| 6 | 891501E094540 | B28 | Beans, Green, Cut, US GRA, min 102 oz cn, 6/#10 cn | | 1A |
| 7 | 891501E196228 | B34 | Beans, Kidney, Dark Red, min 108 oz cn, 6/#10 cn | | 1 |
| 8 | 891501E390192 | B51 | BEANS, REFRIED, DEHY, 6/30 OZ CO | | 1A |
| 9 | 891501E292429 | B54 | Beans, White w/Pork, in Tomato Sauce, min 110 oz cn, 6/#10 cn | | 1A |
| 10 | 891501E196113 | B80 | Carrots, Slice or Qtr, US GRA, min 108 oz cn, 6/#10 cn | | 1A |
| 11 | 891501E196088 | C06 | Corn, Whole Kernel, min 106 oz cn, 6/#10 cn | | 1A |
| 12 | 891501E396632 | C26 | Fruit Cocktail, L/S, US GRB, min 105 oz cn, 6/#10 cn | | 1A |
| 13 | 891501E628079 | C73 | MUSHROOMS, CN, stems & pieces, US GrA, 12/16 oz cn | | 1A |
| 14 | 891501E295586 | C76 | Oranges, Mandarin, segments, juice pg, min 104 oz cn, 6/#10 cn | | 1 |
| 15 | 891501E290831 | C93 | Peaches, Sliced, yellow c/s, L/S, US GRA/B, min 106 oz cn, 6/#10 cn | | 1A |
| 16 | 891501E295323 | D08 | Peas, early/swt, US GRA/B, min 105 oz cn, 6/#10 cn | | 1 |
| 17 | 891501E190784 | D34 | Pineapple, Sliced, nat Juice, US GRA, min 107 oz cn, 6/#10 cn | | 1A |
| 18 | 891501E296459 | D48 | Potatoes, Whole, med, min 100 oz cn, 6/#10 cn | | 1A |
| 19 | 891501E297689 | D49 | Potatoes, Hash Brown, Shrd, Dehy, min 20 oz cn, 6/#10 cn | | 1 |
| 20 | 891501E295800 | D51 | Potatoes, Slice, Dehy, 4/5 lb co | | 1 |
| 21 | 891501E296404 | D53 | Potatoes, Dehy, Granules, min 87 oz cn, 6/#10 cn | | 1 |
| 22 | 891501E297823 | D72 | Spinach, Cut Leaf, US GRA, min 102 oz cn, 6/#10 cn | | 1A |
| 23 | 891501E091085 | D80 | Tomato Paste, min 111 oz cn, 6/#10 cn | | 1A |
| 24 | 891501E396934 | D85 | Tomatoes, Diced, Petite, US GRA, min 102 oz cn, 6/#10 cn | | 1A |
| 25 | 892001E193141 | E06 | Biscuit Mix, water prep, min 72 oz cn, 6/#10 cn | | 1 |
| 26 | 892001E297693 | E10 | Brownie Mix, Chocolate, LF, 6/96 oz co | | 1 |
| 27 | 892001E623505 | E22 | Cake Mix, Devil's Food, water prep, 6/5 lb bx | | 1A |
| 28 | 892001E291604 | E34 | Cake Mix, Yellow, min 80 oz cn, 6/#10 cn | | 1 |
| 29 | 892001E603436 | E56 | Cereal, Variety, Family Pack, 60/1.3 - 2.6 oz cup | | 1A |
| 30 | 892001E297695 | E66 | Cereal, Oatmeal, Inst, quick cooking, 24/18oz co | | 1 |

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

| LINE ITEM | LSN | FIC | DESCRIPTION | PRODUCT PRICE | DISTRIBUTION CATEGORY |
|-----------|---------------|-----|--|---------------|-----------------------|
| 31 | 892001E598920 | E80 | Cereal, Variety, Favorite, 60/1.3 - 2.8 oz cup | | 1A |
| 32 | 892001E291607 | F15 | Corn Bread Mix, yellow, 6/#10 cn | | 1 |
| 33 | 892001E295315 | F54 | Flour, Wheat, Gen Purpose, Bleached, Enriched, 4/10 lb bg | | 1 |
| 34 | 892001E097699 | F72 | Spaghetti, Dry, thin, long form, 1/20 lb bx | | 1A |
| 35 | 892001E190035 | F79 | Pasta, Elbow, Dry, small, 1/20 lb bx | | 1 |
| 36 | 892001E296419 | F82 | Penne, Rigate, Dry, 2/10 lb co | | 1A |
| 37 | 892001E090223 | F87 | Noodles, Egg, Dry, 1/10 lb co | | 1A |
| 38 | 892001E624195 | G00 | Pancake/Waffle Mix, Buttermilk, water prep, 6/5 lb bg | | 1A |
| 39 | 892001E626404 | G10 | RICE, WHITE, PAR/BL, long grain, enriched, 4/10 lb bg | | 1A |
| 40 | 892001E627508 | G13 | Rice, Jasmine, Dry, long Grain, US No. 2 Gr, 4/10 lb bg | | 1A |
| 41 | 892001E096177 | G17 | Bread & Roll Mix, water prep, 25 lb bg | | 1A |
| 42 | 892501E295657 | H11 | Syrup, Maple, Imitation, thick, min 96 oz cn, 6/#10 cn (MLL use only) (Afloat) | | 1A |
| 43 | 892501E295250 | H17 | SUGAR, BRN, lt, 12/2 lb bg | | 1A |
| 44 | 892501E297743 | H23 | Sugar, Refined, granulated, 4/10 lb bg | | 1A |
| 45 | 893501E391063 | J53 | Soup/Gravy Base, Beef, LS, w/o MSG, 6/1lb co | | 1A |
| 46 | 893501E399670 | J61 | Soup/Gravy Base, Chicken, LS, w/o MSG/HVP, 6/1 lb co | | 1A |
| 47 | 894001E298789 | J72 | Chili Mix, Quick Start, dehy, water prep & grd beef, 6/20.8 oz bg | | 1 |
| 48 | 894001E091385 | J94 | Pudding, Chocolate, min 110 oz cn, 6/#10 cn | | 1A |
| 49 | 894001E192789 | K04 | Corned Beef Hash, min 108 oz cn, 6/#10 cn | | 1A |
| 50 | 894001E293026 | K29 | Pie Filling, Apple, min 112 oz cn, 6/#10 cn | | 1A |
| 51 | 894001E293027 | K33 | Pie Filling, Cherry, min 108 oz cn, 6/#10 cn | | 1A |
| 52 | 894501E295485 | K86 | Salad Oil, Canola, 6/1 gl co | | 1A |
| 53 | 894501E394293 | K98 | Shortening, Semi-Solid, Gen Purpose, soybean/cottonseed, 1/35 lb cn | | 1 |
| 54 | 895001E191122 | M21 | Ketchup, min 105 oz cn, 6/#10 cn | | 1A |
| 55 | 895001E090321 | M26 | Mayonnaise, 4/1 gl jr | | 1 |
| 56 | 895001E597409 | M32 | MUSTARD, YELLOW, 12/12 OZ CO | | 1A |
| 57 | 895001E605192 | M46 | Dressing, Self Stable, Ranch, EZ pour, 6/32 fl oz co | | 1A |
| 58 | 895001E094408 | N04 | Peppers, Jalapeno, Sliced, min 102 oz cn, 6/#10 cn | | 1A |
| 59 | 895001E197726 | N12 | Relish, Sweet (pickle), min 119 oz cn, 6/#10 cn | | 1A |
| 60 | 895001E094311 | N16 | Salsa, Mild, thick & chunky, 4/1 gl co | | 1 |
| 61 | 895001E293029 | N21 | Sauce, Barbecue, mild, 4/1 gl co | | 1 |
| 62 | 895001E295733 | N30 | Sauce, Marinara, min 107 fl oz cn, 6/#10 cn | | 1A |
| 63 | 895001E396946 | N38 | Sauce, Soy, RS, 4/1 gl co | | 1A |

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

| LINE ITEM | LSN | FIC | DESCRIPTION | PRODUCT PRICE | DISTRIBUTION CATEGORY |
|-----------|---------------|-----|---|---------------|-----------------------|
| 64 | 895001E091253 | N44 | Sauce, Teriyaki, 1 gl co | | 1 |
| 65 | 895001E401231 | N89 | SALT, TABLE, IODIZED, 9/4 lb co | | 1A |
| 66 | 895501E613688 | P27 | Coffee, Rst, ground, univ blend, 10/39 oz foil resealable co (Maxwell House) | | 1A |
| 67 | 895001E613476 | N64 | Garlic, Powder, 1/16 oz co, 1 lb size co (ind unit sale) | | 2A |
| 68 | 895001E613195 | N77 | Pepper, Black, Ground, gourmet, 1/18 oz plastic co (ind unit sale) | | 2A |
| 69 | 892001E391600 | L03 | French Toast Sticks, Fzn, P/C, 2/5lb | | 3A |
| 70 | 892001E395869 | L04 | Waffles, plain, sq, 144/1.4 oz ea | | 3A |
| 71 | 890501E391498 | L26 | Pork, Pulled, F/C, Fzn, seasoned, w/o sauce, 2/5 lb co | | 3 |
| 72 | 894001E392051 | L29 | Pizza, BK, Fzn, w/self rising crust, cheese, 12/12 in. ea | | 3A |
| 73 | 890501E391500 | L40 | Beef Steak, (Chicken Fried) P/C, SL, Fzn, 4-6 oz ea, 2/10 lb co | | 3 |
| 74 | 890501E392002 | L41 | Chicken Tenderloins, Brd, F/C, Fzn, ovenable, 4/5 lb pg | | 3 |
| 75 | 894001E297768 | L58 | Corn Dog, Chicken, Fzn, 72/4 oz ea | | 3 |
| 76 | 894001E295809 | L61 | Entrée, Chicken Cordon Bleu, Brd, Fzn, 24/7 oz ea | | 3A |
| 77 | 890501E192610 | L69 | Beef, Grd, Patties, F/C, 85% Lean, 128/5 oz ea, N#1136 | | 3 |
| 78 | 892001E298507 | L88 | Cookie Dough, White Chocolate Chip, Pre-Cut, Fzn, w/macadamia nuts, 213/1.5 oz ea | | 3 |
| 79 | 892001E096671 | L89 | Cookie Dough, Chocolate Chip, Pre-Cut, Fzn, 240/1.33 oz ea | | 3A |
| 80 | 891501E290517 | L99 | Potatoes, French Fries, Cylindrical Fzn, (Tater Tots), 6/5 lb co | | 3 |
| 81 | 890501E199962 | Q01 | Bacon, Sliced, P/C, Fzn, x-thk, 200 ct pg, 6/4 lb pg, N#540 | | 3 |
| 82 | 890501E626179 | Q11 | BEEF LOIN, STRIP STK, BNLS, CC, FZN, US CH GR, 20/8 OZ | | 3 |
| 83 | 890501E397733 | Q15 | Beef Strips, Raw, Fzn, US CH Gr, 10/5 lb pg | | 3 |
| 84 | 890501E397747 | Q25 | Beef Brisket, Deck-Off, Bnls, F/C, Sliced, Fzn, US CH Gr, smk, 2/6.4 lb ea | | 3 |
| 85 | 890501E395885 | Q28 | Beef for Stewing, Fzn, diced, min US CH Gr, 8/7 lb bg, N#135A | | 3 |
| 86 | 890501E092434 | Q39 | Beef Steak, Sliced, Fzn, thin sl, 80/2 oz ea | | 3 |
| 87 | 890501E299493 | Q45 | Beef, Ground, Bulk, Fzn, 90% Lean, 4/10 lb pg, N#136 | | 3A |
| 88 | 890501E397732 | Q58 | Chicken Strips, Brst, Raw, Fzn, 4/10 lb pg | | 3A |
| 89 | 890501E097382 | Q59 | CKN, 8 WAY CUT, BRD, F/C, IF, 3-6 lb bird, min 38 pcs, 1/18 lb cs, frm N#P1005 | | 3 |
| 90 | 890501E624440 | Q67 | Chicken, Thighs, Boneless, Raw, IF, 3.0-6.5 oz ea, flat pg, 4/5 lb bg | | 3 |

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

| LINE ITEM | LSN | FIC | DESCRIPTION | PRODUCT PRICE | DISTRIBUTION CATEGORY |
|-----------|---------------|-----|---|---------------|-----------------------|
| 91 | 890501E396570 | Q68 | Chicken, Breast Flt, Raw, IQF, max 15% sol, pressed, 5 oz ea, 4/10 lb pg | | 3 |
| 92 | 890501E624849 | Q72 | CKN, 8 PIECE CUT, F/C, IF, OR, ckn flav, seas, min 89 pcs/cs, 1/25 lb cs | | 3 |
| 93 | 890501E625157 | Q81 | Pollock Portions, Breaded, Raw, Alaskan, PUF1, 10 grain, seas, 3.5-4.5 oz ea, 1/10 lb csa | | 3 |
| 94 | 890501E617474 | Q82 | Pollock Fillet, Raw, Fzn, Alaskan Serpentine, 4-4.5 oz avg, 1/25 lb cs | | 3 |
| 95 | 890501E392928 | Q87 | Salmon Fillet, Raw, Fzn, US GRA equiv, skls, bnls, 7 oz ea, 1/10 lb cs | | 3A |
| 96 | 890501E291515 | Q97 | Franks, Beef, Fzn, 6/1, 6 in. lg, 60/2.66 oz ea | | 3 |
| 97 | 890501E613892 | R02 | Halibut Steak, Raw, IQF, skin-on, GrA, 5-7 oz, 1/10 lb cs | | 3 |
| 98 | 890501E291418 | R07 | Sausage, Italian, Links, 4 oz, Swt, Pork, 1/10 lb cs | | 3A |
| 99 | 890501E298018 | R37 | Pepperoni, Sliced, Fzn, 2/10 lb pg | | 3 |
| 100 | 890501E196073 | R54 | Pork Loin Chops, Center Cut, Boneless, Fzn, 32/5 oz ea, N#1412B | | 3A |
| 101 | 890501E390026 | R67 | Sausage, Bkfst Patties, P/C, Fzn, Pork, 320/1.5 - 2.5 oz ea | | 3A |
| 102 | 890501E198407 | R69 | Shrimp, Whl, Raw, P&D, Fzn, US GRA equiv, tail-off, 21-25/lb, 12/3 lb co | | 3A |
| 103 | 890501E199493 | R91 | Sausage, Turkey, Links, Raw, Fzn, 90% lean, 160/1 oz ea | | 3 |
| 104 | 891001E091096 | S09 | Cheese Blend, Pizza, Shredded, Fzn, part skim mozz, prov, parm & romano, 4/5 lb bg | | 3 |
| 105 | 891001E092914 | S14 | Eggs, Whole, Liq, Fzn, table grade, past, 6/5 lb co | | 3 |
| 106 | 891001E294213 | S19 | Eggs, Whole, Liq, Fzn, BIBG, w/citric acid, past, 6/5 lb bg | | 3 |
| 107 | 891501E297989 | S67 | Broccoli, Fzn, florets, US GRA, 12/2 lb co | | 3 |
| 108 | 891501E297993 | S76 | Cauliflower, Fzn, US GRA/B, 12/2 lb co | | 3 |
| 109 | 891501E392035 | T17 | Onion Rings, Fzn, BTRD, Bake/Fry, 12/2.5 lb co | | 3 |
| 110 | 891501E591209 | T30 | POTATOES, HASH BRN PATTIES, FZN, US GrA, 216/2.20-2.30 oz ea, 6/5 lb | | 3 |
| 111 | 891501E392036 | T38 | Potatoes, Fr Fries, Crinkle, Fzn, fast ck, 6/5 lb co | | 3 |
| 112 | 891501E298195 | T52 | Veg, Mixed, 5-Way, Fzn, US GRA, 12/2.5 lb co | | 3 |
| 113 | 892001E293330 | T67 | Tortillas, Fzn, flour, 10 in., 18/12 ct pg | | 3A |
| 114 | 894001E392105 | T78 | Breakfast Burrito, Fzn, egg, bacon, cheese, 24/4.5 oz ea | | 3A |
| 115 | 894001E393815 | T95 | Entree, Lasagna, w/Veg, 3 Cheese & Marinara Sauce, Fzn, 4/6 lb co | | 3 |
| 116 | 890501E296064 | U17 | Ham, w/Nat Juices, Boneless, F/C, Chl, 4x6, vac pac, 4/11-15 lb ea | | 3A |
| 117 | 891001E297974 | U45 | Cheese, Cheddar, RF, Shredded, Chl, 4/5 lb pg | | 3A |
| 118 | 890501E092698 | Q17 | Beef Rd, Knuckle, Peeled, Fzn, min US Ch Gr, 4/8-12 lb ea, N#167A | | 4 |

SPE300-26-D-4004
 Subsistence Prime Vendor Island of Puerto Rico

| LINE ITEM | LSN | FIC | DESCRIPTION | PRODUCT PRICE | DISTRIBUTION CATEGORY |
|-----------|---------------|-----|--|---------------|-----------------------|
| 119 | 890501E190185 | Q37 | Beef Ribeye Roll, Bnls, Fzn, min US CH Gr, 5/8-12 lb ea, N#112 | | 4 |
| 120 | 890501E295575 | Q70 | Chicken, 8 Cut, Raw, Fzn, US GRA equiv, 3-3.5 lb avg wt bird, 1/40 lb cs | | 4 |
| 121 | 890501E196149 | R42 | Pork Loin, Boneless, Roast, Fzn, BRT, tied, 5/7-9 lb ea, N#413A | | 4 |
| 122 | 890501E197101 | R59 | Pork Spareribs, Fzn, St. Louis Style, 14/2.0-2.5 lb ea, N#416A | | 4 |
| 123 | 890501E195935 | R89 | Turkey Roast, Boneless, Raw, Fzn, brst/thigh, netted, 8% sol, 2/9-11 lb ea | | 4 |
| 124 | 891001E197353 | S01 | Butter, Salted, US GRAA, 36/1 lb solid print | | 5A |
| 125 | 891001E298006 | U38 | Cheese, American, Sliced, Chl, min 50% milk fat, 4/5 lb pg | | 5 |



**Subsistence Total Ordering and Receipt Electronic System
(STORES)**

EDI Implementation

EDI Implementation Guidelines for Subsistence Prime Vendor (STORES)
Updated November 2013

SECTION 1.0 GENERAL INFORMATION

- 1.1 DLA TROOP SUPPORT EDI CONTACTS
- 1.2 EDI TESTING PROCESS
- 1.3 EDI TRANSACTION SETS
- 1.4 NETWORKS

SECTION 2.0 PRODUCTION PROCEDURES

- 2.1 TRANSMISSION SCHEDULES
- 2.2 PROBLEM RECOVERY

SECTION 3.0 EDI Guidelines

- 3.1 (832) CATALOG REQUIREMENTS
- 3.2 (850) PURCHASE ORDER REQUIREMENTS
- 3.3 (810) INVOICE REQUIREMENTS

Section 1.0 General Information

1.1 DLA Troop Support EDI Test Contacts

| Contact For | POC |
|---|--|
| EDI 832 (Catalog) Testing | Bob Thistle – robert.thistle@dla.mil (215) 737-7558 Bill Saccone – william.saccone@dla.mil (215) 737-0748 Lou Milano – louis.milano@dla.mil (215) 737-7315 |
| EDI 850 (Purchase Order) Testing | Lou Milano – louis.milano@dla.mil (215) 737-7315 Bill Saccone – william.saccone@dla.mil (215) 737-0748 |
| EDI 810 (Invoice) Testing | Karen Conroy-Hegarty – karen.hegarty@dla.mil (215) 737-7550 |
| DLA Transaction Services | Edi@dla.mil (937) 656-3333 |

1.2 Electronic Data Interchange (EDI) – Testing Process

DLA Troop Support points of contact for testing are listed at the beginning of this document. Vendors should contact these POCs several weeks prior to their contract go-live date to ensure there is sufficient time for testing. Each of the EDI transactions (832, 850, 810) must be tested successfully before the contract can move to production. Vendors should be prepared to work with the DLA Troop Support POCs for each transaction and provide notification about the success and failure of each transmission.

DLA Troop Support - Subsistence currently uses EDI communications to transmit catalogs (832s), purchase orders (850s) and receipts (810s) between STORES (Subsistence Total Order and Receipt System) and Vendor systems.

A typical EDI test process begins with an 832 (catalog) file being sent from a vendor to STORES. In this catalog file, vendors will provide stock item numbers, item descriptions, item prices and other item data included in the guidelines below. These stock items will be available for ordering

by customers when the contract goes from testing to production. Once the 832 file is received, DLA Troop Support personnel will review the file to ensure all required fields are included and meet the proper requirements. If edits are necessary, DLA will contact the vendor to discuss changes that need to be made to the file.

Catalog files are transmitted to STORES through an electronic mailbox at DLA Transaction Services. Some vendors choose to use a Third Party VAN (VAN) to manage their catalogs. VANs are companies that specialize in the creation, maintenance and transmission of EDI files. When a VAN is used, vendors will provide stock item updates to the VAN, and that company will edit the catalog and transmit the file through DLA Transaction Services to STORES.

When vendors "go-live" and begin supplying items to customers, catalog updates are normally sent on a weekly basis for those items that have changed since the previous catalog submission.

Once catalogs have been approved, the next step in the test process is for a DLA Troop Support person to create and send an order (850) using the stock items from the received catalog. Vendors will then notify DLA that the order was successfully received and will create and send back an invoice (810) file. When DLA confirms that the 810 file was successfully received and processed, EDI Testing is deemed complete.

In production, orders are generated by customers either by manually keying the order directly into STORES or by uploading an order to STORES from one of the service systems. These orders are then translated into an 850 (purchase order) EDI file by STORES and sent through DLA Transaction Services to a vendor's electronic mailbox. Vendors should keep in mind that there are times when a customer could place more than one order in the same day.

Once a vendor receives an order from a customer, the order is filled and the requested stock items are 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. 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, customers will verify shipment quantities and make any necessary adjustments to the receipt in STORES. Customers then send the receipt in STORES which generates an electronic validation of the receipt in the DLA Troop Support Financial System. 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 in later sections of this guideline. Vendors must be able to support 832-Catalog, 850-Purchase Order and 810-Invoice file transmissions.

1.4 Networks

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 Production Procedures

2.1 Transmission Schedules

Vendors should provide 832 catalog updates to DLA Troop Support before 12:00 Noon (EST) on Fridays each week so stock item changes may be reviewed prior to the update of all the weekly catalogs. Catalog updates sent after Noon on Friday will be reflected in the following weeks catalog update and may result in additional catalog pricing errors and erroneous payments. As mentioned earlier, outbound 850 purchase orders can be generated anytime during the day seven days a week. Therefore, vendors should be prepared to retrieve order data throughout the day.

2.2 Problem Recovery During Production

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 longer than one day, DLA Troop Support customers will contact the vendor regarding the option to fax or email a copy of 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.

The STORES Help Desk or DLA Troop Support Subsistence Contract Specialist and/or Account Manager should be contacted promptly with operational concerns related to purchase order and catalog transactions.

Section 3.0 EDI Guidelines

This EDI Guideline is to be used for new EDI partners of DLA Troop Support for the STORES System

For testing and production, the following information is to be used:

3.1 832 Catalog (Vendor to DLA Troop Support)

The 832 Catalog uses the standard EDI transaction set for the 832 Price/Sales Catalog. Please note: Elements coded with an "M" are mandatory and are required on all catalog submissions. Elements coded with a "C" are conditional and are required if certain conditions are met (see annotation at the bottom for each specific condition). Elements coded with an "O" are optional and are not required fields.

NOTE:

DLA is in the process of migrating current EDI X12 Maps from their current version to an upgraded 4010 version. The details of this migration are not yet defined, but will be provided when available.

All EDI capable vendors will be required to migrate to the new 4010 EDI X12 map version once it is made available.

| | |
|---------------|---------------------------------|
| ISA Qualifier | ZZ |
| ISA Id | S39017 |
| GS Id | S39017 |
| VAN | DLA Transaction Services |
| EDI Version | 3040 |

Points of contact for 832 EDI Testing are:

Bob Thistle, robert.thistle@dla.mil, 215-737-7558
 Bill Saccone, william.saccone@dla.mil, 215-737-0748
 Lou Milano, louis.milano@dla.mil, 215-737-7315

Guidelines for 832 – Catalog

| Segment | Element | Definition and Value | Size | M/C/O |
|-----------------------|----------------|---|-------------|--------------|
| ST Transaction | ST01 | Transaction Set Identifier Code Definition: A Transaction Set Identifier Code that classifies the EDI file as an 832 catalog Value: ["832"] | 3 ID | M |
| Set Header | ST02 | Transaction Set Control Number Definition: The Transaction Set Control Number. Value: [Transaction Set Control Number] | 4-9 AN | M |

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

| | | | | |
|--|----------------|--|-------------|--------------|
| BCT Beginning Element for Price/Sales Catalog | BCT01 | Price Catalog Identifier Code Definition: Indicates the beginning of the Price Catalog transaction set Value: ["PC"] | 2 ID | M |
| BCT Beginning Element for Price/Sales Catalog | BCT02 | Contract Number Definition: Specifies catalog number information Value: [Contract Number] | 13 AN | M |
| Segment | Element | Definition and Value | Size | M/C/O |
| DTM Date/Time | DTM01 | Effective Date of Change Definition: The code identifying the date and time of the catalog change Value: ["152"] | 3 ID | M |
| DTM Date/Time | DTM02 | Update-date (YYMMDD) Definition: The effective date of the catalog change Value: [YYMMDD] | Date | M |
| DTM Date/Time | DTM03 | Update-time (HHMMSS) Definition: The effective time of the catalog change Value: [HHMMSS] | Time | M |
| LIN Item | LIN01 | Line number Definition: Sequential Line numbers for the items on the catalog. Value: [Line Number] | 1-11 N | M |
| LIN Item | LIN02 | Stock Number Identifier Code Definition: Code identifying the type of descriptive number used in LIN03. The code 'SW' indicates that LIN03 will hold the DLA Troop Support Stock Number for the item on the catalog. Value: ["SW"] | 2 ID | M |

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

| | | | | |
|-----------------|----------------|---|-------------|--------------|
| LIN Item | LIN03 | Stock number Definition: Identifying Code DLA Troop Support uses to identify an item on a catalog. Value: [Stock Number] | 13 AN | M |
| LIN Item | LIN04 | Vendor Part Identifier Code Definition: Code identifying the type of descriptive number used in LIN05. The code 'VP' indicates that LIN05 will hold the Vendor's Part Number for the item on the catalog. Value: ["VP"] | 2 ID | M |
| Segment | Element | Definition and Value | Size | M/C/O |
| LIN Item | LIN05 | Part Number Definition: Identifying Code of the vendor's product on the catalog Value: [Part Number] | 25 AN | M |
| LIN Item | LIN06 | Mutually Defined Identifier Code Definition: This is a constant 'ZZ' which indicates that the value in LIN07 is a mutually agreed upon code between the Vendor and DLA. Value: ["ZZ"] | 2 ID | M |

SPE300-26-D-4004
 Subsistence Prime Vendor Island of Puerto Rico

| | | | | |
|-----------------|----------------|--|-------------|--------------|
| LIN Item | LIN07 | update indicator Definition: The update indicator for an item on the catalog. 'C' for a Change or Add, or 'D' for Delete Value: ['C' or 'D'] | 1 AN | M |
| LIN Item | LIN08 | Mutually Defined Identifier Code Definition: This is a constant 'ZZ' which indicates that the value in the LIN09 is a mutually agreed upon code between the Vendor and DLA. Value: ["ZZ"] | 2 ID | M |
| Segment | Element | Definition and Value | Size | M/C/O |
| LIN Item | LIN09 | Economic Indicator Definition: The Economic Indicator for the vendor providing the catalog stock items Value: [One of the below codes – 00 to 08] Economic Indicator options: 00 = Large business 01 = SB (Small business) 02 = SDB (Small disadvantaged business) 03 = WOSB (Women owned small business) 04 = VOSB (Veteran owned small business) 05 = SDVOSB (Service-disabled veteran owned small business) 06 = HZSB (Hub-Zone small business) 07 = Native Indian small business 08 = Native Hawaiian small business | 2 AN | M |

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

| | | | | |
|------------------------------|--------------|--|---------|---|
| LIN Item | LIN10 | <p>GTIN Identifier Code</p> <p>Definition : This is a constant 'US' value used to indicate Uniform Stock Symbol Code Number and that the next element will hold the Global Trade Item Number (GTIN)</p> <p>Value: ["US"]</p> | 2 ID | M |
| LIN Item | LIN11 | <p>Global Trade Item Number (GTIN)</p> <p>Definition: This is the Global Trade Item Number (GTIN) for the item on the catalog</p> <p>Value: [Global Trade Item Number (GTIN)]</p> | 1/40 AN | M |
| REF Reference Numbers | REF01 | <p>Mutually Defined Identifier Code</p> <p>Definition: This is a constant 'ZZ' which indicates that the value in the REF02 is a mutually agreed upon code between the Vendor and DLA.</p> <p>Value: ["ZZ"]</p> | 2 ID | M |

| <i>Segment</i> | <i>Element</i> | <i>Definition and Value</i> | <i>S</i> | <i>M/C/O</i> |
|----------------|----------------|--|----------|--------------|
| | REF02 | <p>Special Order Identifier Code</p> <p>Definition: 'SO' is always entered in this element. 'SO' standing for 'Special Order Item'. If the item is a special order one, additional information is entered in REF03.</p> <p>Value: ["SO"]</p> | 2 AN | M |

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

| | | | | |
|----------------|----------------|---|-------------|--------------|
| | REF03 | Special Ordering Instructions Definition: If the item is a Special Order one, the Special Ordering Instructions are entered in this element. If the item is not a Special Order one, then no value is entered. Value: [Special Ordering Instructions or Null] | 80 AN | O |
| | REF01 | Mutually Defined Identifier Code Definition: This is a constant 'ZZ' which indicates that the value in the REF02 is a mutually agreed upon code between the Vendor and DLA. Value: ["ZZ"] | 2 ID | M |
| | REF02 | Foreign Source Identifier Code Definition: This is a constant 'FS' which indicates a 'Foreign Source (Non-US) Item'. If the item is from a foreign source, additional information is entered in REF03. Value: [FS] | 2 AN | M |
| | REF03 | Foreign Source Indicator Definition: This element designates either 'Y'=Yes the item is from a foreign source or 'N'=No, the item is not from a foreign source. Value: ['Y' or 'N'] | 1 AN | M |
| Segment | Element | Definition and Value | Size | M/C/O |
| | REF02 | Manufacturer SKU Identifier Code Definition: This is a constant 'SK' which indicates Manufacturer SKU code. If the item has an SKU code assigned, additional information is entered in REF03 Value: ["SK"] | 2 AN | M |

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

| | | | | |
|-------------------------------------|----------------|--|-------------|--------------|
| | REF03 | <p>Manufacturer SKU</p> <p>Definition: If the item has an SKU assigned, the identifying code is entered. If the item does not have an SKU Code, then no value is entered.</p> <p>Value: [Vendor SKU or Null]</p> | 20 AN | M |
| | REF01 | <p>Mutually Defined Identifier Code</p> <p>Definition: This is a constant 'ZZ' which indicates that the value in REF02 is a mutually defined code between the Vendor and DLA.</p> <p>Value: ["ZZ"]</p> | 2 ID | M |
| | REF02 | <p>DLA Troop Support Unique Identifier Code</p> <p>Definition: 'DU' is always entered in this element. 'DU' standing for a 'DLA Troop Support Unique Item'. If the item is a DLA Troop Support Unique Item, additional information is entered in REF03.</p> <p>Value: ["DU"]</p> | 2 AN | M |
| | REF03 | <p>DLA Troop Support Unique Indicator</p> <p>Definition: This element designates either 'Y'=Yes the item is DLA Troop Support Unique or 'N'=No the item is not DLA Troop Support Unique</p> <p>Value: [Either 'Y' or 'N']</p> | 1 AN | M |
| Segment | Element | Definition and Value | Size | M/C/O |
| CTB Restrictions/ Conditions | CTB01 | <p>Ordering Restrictions Identifier Code</p> <p>Definition: This element specifies the conditions/restrictions (such as shipping, ordering)</p> <p>Value: ["OR"]</p> | 2 ID | M |

SPE300-26-D-4004
 Subsistence Prime Vendor Island of Puerto Rico

| | | | | |
|-------------------------------------|----------------|---|-------------|--------------|
| | CTB02 | Not Used | 1/80 AN | O |
| | CTB03 | Minimum Order Quantity Identifier Code Definition: This is a constant '57' which indicates that the value in the CTB04 is the minimum quantity for ordering this item. Value: ["57"] | 2 ID | O |
| | CTB04 | Minimum Order Quantity Definition: This element identifies the minimum quantity of the item that needs to be ordered; otherwise the vendor will not fill the order. Value: [Quantity] | 8 INT | O |
| PID Product/Item Description | PID01 | Free Form Identifier Code Definition: This element identifies the 'PID' line as 'F' Free-form line where the vendor can enter item information. Value: ["F"] | 1 ID | M |
| | PID02 | General Description Identifier Code Definition: This code of 'GEN' (General Description) indicates that PID05 will provide a general description of the line item. Value: ["GEN"] | 3 ID | M |
| Segment | Element | Definition and Value | Size | M/C/O |

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

| | | | | |
|--|--------------|---|---------|----------------|
| | PID03 | Mutually Defined Identifier Code Definition: This is a constant 'ZZ' which indicates that the value in PID07 is the Producer Price Index Categories Value: ["ZZ"] | 2 ID | C ⁵ |
| | PID04 | Not Used | | |
| | PID05 | DLA Troop Support Item Description Definition: The vendor will enter a general description of the line item in this element. Value: [DLA Troop Support Item Description] | 80 AN | M |
| | PID06 | Not Used | | |
| | PID07 | Producer Price Index Categories Definition: Producer Price Index as defined by the bureau of labor statistics Value [Producer Price Index Categories] | 1/15 AN | C ⁵ |
| | PID08 | DLA Troop Support Standards Acceptance Indicator Definition: This element designates either 'Y'=Yes, the vendor accepts that their provided item does not deviate in any way from the DLA Standardized Item Description, or 'N'=No, the vendor does not provide this guarantee. Value: ["Y" or "N"] | 1 ID | M |

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

| <i>Segment</i> | <i>Element</i> | <i>Definition and Value</i> | <i>Size</i> | <i>M/C/O</i> |
|------------------|----------------|---|-------------|----------------|
| MEA Measurements | MEA01 | <p>Waste Identifier Code</p> <p>Definition: The code identifying the Tare Weight Value. For this element “WA” for Waste. (Meaning the following MEA02, MEA03 and MEA04 elements will describe a measure of waste associated with the line item)</p> <p>Value: [“WA”]</p> | 2 ID | C ¹ |
| | MEA02 | <p>Tare Weight Identifier Code</p> <p>Definition: The code identifying a specific product or process characteristic to which a measurement applies. In this case the value is “T” for Tare Weight. Tare Weight is the total weight of all packaging for an item.</p> <p>Value: [“T”]</p> | 1 ID | C ¹ |
| | MEA03 | <p>Tare Weight Value</p> <p>Definition: The code identifying the Tare Weight Value</p> <p>Value: [Tare Weight Value]</p> | 9,2 Decimal | C ¹ |
| | MEA04 | <p>Tare Weight Unit of Measure</p> <p>Definition: The Tare Weight Unit of Measure</p> <p>Value: [Tare Weight Unit of Measure]</p> | 2 ID | C ¹ |
| | MEA01 | <p>Waste Identifier Code</p> <p>Definition: The code identifying the broad category to which a measurement applies. In this case the value is “WA” for Waste. (Meaning the following MEA02, MEA03 and MEA04 elements will describe a measure of waste associated with the line item)</p> <p>Value: [“WA”]</p> | 2 ID | C ¹ |

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

| <i>Segment</i> | <i>Element</i> | <i>Definition and Value</i> | <i>Size</i> | <i>M/C/O</i> |
|----------------|----------------|--|-------------|----------------|
| | MEA02 | Aluminum Identifier Code Definition: The code identifying the broad category to which a measurement applies. If the packaging is Aluminum a value of “ZAL” is entered. (Total weight of aluminum packaging for item) Value: [“ZAL”] | 3 ID | C ¹ |
| | MEA03 | Aluminum Weight Value Definition: The Aluminum Weight Value Value: [Aluminum Weight Value] | 9,2 Decimal | C ¹ |
| | MEA04 | Aluminum Weight Unit of Measure Definition: The Aluminum Weight Unit of Measure Value: [Aluminum Weight Unit of Measure] | 2 ID | C ¹ |
| | MEA01 | Waste Identifier Code Definition: The code identifying the broad category to which a measurement applies. In this case the value is “WA” for Waste. (Meaning the following MEA02, MEA03 and MEA04 elements will describe a measure of waste associated with the line item) Value: [“WA”] | 2 ID | C ¹ |
| | MEA02 | Tin Identifier Code Definition: The code identifying the broad category to which a measurement applies. If the packaging is Tin, a value of “ZSN” is entered. (Total weight of tin packaging for item) Value: [“ZSN”] | 3 ID | C ¹ |

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

| <i>Segment</i> | <i>Element</i> | <i>Definition and Value</i> | <i>Size</i> | <i>M/C/O</i> |
|----------------|----------------|--|-------------|----------------|
| | MEA03 | Tin Weight Value Definition: The Tin Weight Value Value: [Tin Weight Value] | 9,2 Decimal | C ¹ |
| | MEA04 | Tin Weight Unit of Measure Definition: The Tin Weight Unit of Measure Value: [Tin Weight Unit of Measure] | 2 ID | C ¹ |
| | MEA01 | Waste Identifier Code Definition: The code identifying the broad category to which a measurement applies. In this case the value is “WA” for Waste. (Meaning the following MEA02, MEA03 and MEA04 elements will describe a measure of waste associated with the line item) Value: [“WA”] | 2 ID | C ¹ |
| | MEA02 | Paper Identifier Code Definition: The code identifying the broad category to which a measurement applies. If the packaging is paper or cardboard, a value of “ZFL” is entered. (Total weight of paper and cardboard packaging for item) Value: [“ZFL”] | 3 ID | C ¹ |
| | MEA03 | Paper Weight Value Definition: The Paper Weight Value Value: [Paper Weight Value] | 9,2 Decimal | C ¹ |
| | MEA04 | Paper Weight Unit of Measure Definition: The Paper Weight Unit of Measure Value: [Paper Weight Unit of Measure] | 2 ID | C ¹ |

SPE300-26-D-4004
 Subsistence Prime Vendor Island of Puerto Rico

| <i>Segment</i> | <i>Element</i> | <i>Definition and Value</i> | <i>Size</i> | <i>M/C/O</i> |
|----------------|----------------|--|-------------|----------------|
| | MEA01 | Waste Identifier Code Definition: The code identifying the broad category to which a measurement applies. In this case the value is “WA” for Waste. (Meaning the following MEA02, MEA03 and MEA04 elements will describe a measure of waste associated with the line item) Value: [“WA”] | 2 ID | C ¹ |
| | MEA02 | Plastic Identifier Code Definition: The code identifying the broad category to which a measurement applies. If the packaging is Plastic, a value of “VIN” is entered. (Total weight of plastic packaging for item) Value: [“VIN”] | 3 ID | C ¹ |
| | MEA03 | Plastic Weight Value Definition: The Plastic Weight Value Value: [Plastic Weight Value] | 9,2 Decimal | C ¹ |
| | MEA04 | Plastic Weight Unit of Measure Definition: The Plastic Weight Unit of Measure Value: [Plastic Weight Unit of Measure] | 2 ID | C ¹ |

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

| | | | | |
|--|----------------|---|-------------|-----------------------------|
| | MEA01 | <p>Waste Identifier Code</p> <p>Definition: The code identifying the broad category to which a measurement applies. In this case the value is “WA” for Waste. (Meaning the following MEA02, MEA03 and MEA04 elements will describe a measure of waste associated with the line item)</p> <p>Value: [“WA”]</p> | 2 ID | C ¹ |
| Segment | Element | Definition and Value | Size | M/ C¹ |
| | MEA02 | <p>Glass Identifier Code</p> <p>Definition: The code identifying the broad category to which a measurement applies. If the packaging is Glass, a value of “ZZZ” is entered. (Total weight of glass packaging for item)</p> <p>Value: [“ZZZ”]</p> | 3 ID | C ¹ |
| | MEA03 | <p>Glass Weight Value</p> <p>Definition: The Glass Weight Value</p> <p>Value: [Glass Weight Value]</p> | 9,2 Decimal | C ¹ |
| | MEA04 | <p>Glass Weight Unit of Measure</p> <p>Definition: The Glass Weight Unit of Measure</p> <p>Value: [Glass Weight Unit of Measure]</p> | 2 ID | C ¹ |
| <p>Definition: The Unit of Measure Value: [Package Unit of Measure] Example: [OZ] Ounce Catalog Item Example: 24 -12 <u>OZ</u> CN</p> | | | | |

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

| | | | | |
|---|----------------|--|---------------------------------------|--------------|
| P04 Item Physical Detail | PO401 | Units-per-purchase-pack Definition: The number of inner pack units per outer pack unit Value: [Units per purchase pack] Element Example: [24] Catalog Item Example: 24 -12 OZ CN | 4 UI | M |
| | PO402 | Package-size Definition: The size of supplier units in a pack Value: [Package Size] Example: [12] Catalog Item Example: 24 -12 OZ CN | 8 Explicit Decimal 2 "12345.78" | M |
| | PO403 | Package-unit-of-measure | 2 AN | M |
| Segment | Element | Definition and Value | Size | M/C/O |
| | PO404 | Packaging-code Definition: The code identifying the type of packaging. (Note: must be "AVG" if item is catch weight) Value: [Packaging Code] Example: [CAN] – Can Catalog Item Example: 24 -12 OZ CN | 5 AN | M |
| | PO405 | Not Used | | |
| | PO406 | Gross Weight/Pack Definition: The numeric value of gross weight per pack Value: [Gross Weight/Pack] | 9,2 Decimal | M |
| | PO407 | Gross Weight Unit Definition: The Gross Weight Unit Value: [Gross Weight Unit] | 2 ID | M |

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

| | | | | |
|--------------------------|----------------|--|-------------|--------------|
| | PO408 | Gross Volume Definition: The numeric value of gross volume per pack Value: [Gross Volume] | 9,2 Decimal | M |
| | PO409 | Gross Volume Unit Definition: The Gross Volume Unit in which a value is being expressed Value: [Gross Volume Unit] | 2 ID | M |
| ITD Terms of Sale | ITD01 | Prompt Payment Act Identifier Code Definition: The code identifying the type of payment terms. The value of 16 designates that the item is part of the Prompt Payment Act Value: ["16"] | 2 ID | M |
| | ITD02 | Not Used | | |
| | ITD03 | Not Used | | |
| Segment | Element | Definition and Value | Size | M/C/O |
| | ITD04 | Not Used | | |
| | ITD05 | Not Used | | |
| | ITD06 | Not Used | | |
| | ITD07 | Not Used | | |
| | ITD08 | Not Used | | |
| | ITD09 | Not Used | | |
| | ITD10 | Not Used | | |
| | ITD11 | Not Used | | |
| | ITD12 | Brand Name Definition: A description field that allows for entry of an items Brand Name Value: [Brand Name] | 1-80 AN | M |
| LDT Lead Time | LDT01 | Shelf Life Identifier Code Definition: This code identifies the LDT line as dealing with Lead Time/Shelf Life for a stock item. It is a mutually defined Lead Time Code, where AU = Shelf Life Value: ["AU"] | 2 ID | O |

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

| | | | | |
|-----------------------|-----------------------|--|--------------------|---------------------|
| | LDT02 | Shelf Life Definition: A numeric value designating the Shelf Life (the number of months or days) of the product. Value: [Shelf Life] | 3 Integer | O |
| | LDT03 | Shelf life Unit Definition: The unit of shelf life time – either months or days Value: [Either “MO” – Month or “DY”- Day] | 2 ID | O |
| LDT Lead Time | LDT01 | Lead Time Identifier Code Definition: A lead time code of “AF” indicates lead time from purchase order (PO) date to required delivery date (RDD) Value: [“AF”] | 2 ID | O |
| <i>Segment</i> | <i>Element</i> | <i>Definition and Value</i> | <i>Size</i> | <i>M/C/O</i> |
| | LDT02 | Required Lead Time in Days Definition: The numeric quantity of the Required Lead Time Quantity in Days Value: [Required lead time in days] | 3 Integer | O |
| | LDT03 | Calendar days Definition: A code of ‘DA’ indicates the time period is in “Calendar Days” Value: [“DA”] | 2 ID | O |

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

| | | | | |
|--|----------------|--|-----------------------------|----------------|
| DTM Date/Time Reference | DTM01 | Voucher Date Identifier Code. Definition: This code of '518' indicates the Voucher Date of a manufacturing product purchased by the Prime Vendor Value: ["518"] | 3 ID | C4 |
| | DTM02 | MPA Purchase Date Definition: This field allows entry of the MPA Purchase Date (required for OCONUS MPA items) Value: [YYMMDD] | Date | C4 |
| SAC Service, Promotion, Allowance or Charge Information | SAC01 | Allowance Identifier Code Definition: This element is an allowance indicator Value: ["A"] | 1 ID | C2 |
| | SAC02 | NAPA Allowance Identifier Code Definition: This allowance code of "C260" indicates a 'Discount – Incentive (NAPA) Value: ["C260"] | 4 ID | C2 |
| Segment | Element | Definition and Value | Size | M/C/O |
| | SAC05 | NAPA Allowance Definition: The monetary amount of the NAPA Allowance. Must be prorated in accordance with the Unit of Measure of the Delivered Price of the item. Value: [Napa Allowance \$] | 10,2 Decimal Explicit | C ² |
| | SAC01 | Allowance Identifier Code Definition: This element is an allowance indicator Value: ["A"] | 1 ID | C ² |

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

| | | | | |
|----------------|----------------|--|-----------------------------|----------------|
| | SAC02 | Food Show Allowance Identifier Code Definition: This allowance code of “C300” indicates a ‘Discount – Special (Food Show)’ Value: [“C300”] | 4 ID | C ² |
| | SAC05 | Food Show Allowance Definition: The monetary amount of the Food Show Allowance Value: [Food Show Allowance \$] | 10,2 Decimal Explicit | C ² |
| | SAC01 | Allowance Identifier Code Definition: This element is an allowance indicator Value: [“A”] | 1 ID | C ² |
| | SAC02 | Promotional Allowance Identifier Code Definition: This allowance code of “C310” indicates a ‘Discount – Promotional’ Value: [“C310”] | 4 ID | C ² |
| | SAC05 | Promotional Allowance Definition: The monetary amount of the Discount – Promotional Allowance Value: [Promotional Allowance] | 10,2 Decimal Explicit | C ² |
| Segment | Element | Definition and Value | Size | M/C/O |
| | SAC01 | Charge Identifier Code Definition: This element is a charge indicator Value: [“C”] | 1 ID | M |

SPE300-26-D-4004
 Subsistence Prime Vendor Island of Puerto Rico

| | | | | |
|----------------|----------------|--|-------------|--------------|
| | SAC02 | Distribution Price Identifier Code Definition: This charge code of “C330” indicates a ‘Distribution Price’ Definition (Fixed Unit Price): This charge code of “C330” indicates a ‘Distribution Price’ (storage and/or handling fee) Value: [“C330”] | 4 ID | M |
| | SAC03 | Mutually Defined Identifier Code Definition: The mutually agreed upon Agency Qualifier Code (between the Vendor and DLA) Value: [“ZZ”] | 2 ID | M |
| | SAC04 | Distribution Price Category Code Definition: The Agency maintained Distribution Price Category Code identifying the charge. Definition (Fixed Unit Price): The Agency maintained Distribution Price (storage and/or handling fee) Category Code identifying the charge. For Fixed Unit Price (FUP) type contracts, where the item represents a Food Service Operating Supplies (FSOS) or a Producer Price Index (PPI) item, the value submitted should be “NA” Value: [Distribution Price Category Code] | 4 AN | M |
| Segment | Element | Definition and Value | Size | M/C/O |

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

| | | | | |
|---|--------------|---|--|----------------|
| | SAC05 | Distribution Price for Unit of Measure Definition: The monetary amount of the Distribution Price. If no Distribution Price is applicable, the value submitted should be 0.00. | 10,2 Decimal Explicit | M |
| <p style="text-align: center;">Definition (Fixed Unit Price): The monetary amount of the Distribution Price (storage and/or handling fee). If no Distribution Price is applicable, the value submitted should be 0.00.</p> <p style="text-align: center;">Value: [Distribution Price for Unit of Measure]</p> | | | | |
| CTP Pricing Information | CTP01 | Not used | 2 ID | O |
| | CTP02 | Standard Price Identifier Code Definition: The standard price identifier code Value: [STA] | 3 ID | M |
| | CTP03 | Unit price Definition: The unit price per unit of product. This price includes the distribution price per unit of measure, standard freight, and includes a reduction for all applicable allowances Definition (Fixed Unit Price): The unit price per unit of product. This price contains all elements of price including the distribution price (storage and/or handling fee) Value: [Unit Price] | 10,2 Decimal Explicit | M |
| | CTP04 | Catch weight multiple Definition: The Catch Weight multiple number of units (in pounds (lbs.)) that must be ordered to purchase one case of product Value: [Catch Weight Multiple Number of Units] | 6 Integer (entered for catch weight items only) otherwise blank | C ³ |

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

| <i>Segment</i> | <i>Element</i> | <i>Definition and Value</i> | <i>Size</i> | <i>M/C/O</i> |
|----------------|----------------|--|-------------|--------------|
| | CTP05 | <p>Unit-of-measure</p> <p>Definition: The standard Unit-of-Measure. (Note: must be "LB" if item is catch weight) This is the unit that defines how the vendor sells the product, and represents the unit that the vendor price is based upon</p> <p>Value: [Unit-of-Measure]</p> | 2 AN | M |
| | CTP06 | <p>Purchase Ratio Factor Identifier Code</p> <p>Definition: The code identifying the Purchase Ratio Factor as 'SEL' – a selling multiplier</p> <p>Value: ["SEL"]</p> | 3 ID | M |
| | CTP07 | <p>Ratio-numerator</p> <p>Definition: The PRF is the ratio between the Unit of Issue (how DLA sells the item to the customer), and the Unit of Measure (how the vendor sells the product to the customer). It defines how many units of issue there are in one vendor unit of measure</p> <p>Value: [Ratio-Numerator]</p> | 4 UI | M |
| | CTP08 | <p>Ratio-denominator</p> <p>Definition: The PRF is the ratio between the Unit of Issue (how DLA sells the item to the customer), and the Unit of Measure (how the vendor sells the product to the customer). It defines how many units of issue there are in one vendor unit of measure.</p> <p>Value: [Ratio-Denominator]</p> | 4 UI | M |
| | CTP01 | Not Used | | |

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

| <i>Segment</i> | <i>Element</i> | <i>Definition and Value</i> | <i>Size</i> | <i>M/C/O</i> |
|----------------|----------------|--|-------------------------------|----------------|
| | CTP02 | <p>Product Price (Pertains to OCONUS contracts) / Delivered Price (Pertains to CONUS contracts) Identifier Code</p> <p>Definition: The price identifier code. Specifically the Manufacturer’s unit price (Price excluding distribution price but includes standard freight and a reduction for all applicable allowances per unit of measure)</p> <p>Definition (Fixed Unit Price): The price identifier code. Specifically the unit price excluding distribution price (storage and/or handling fee)</p> <p>Value: [“PRO”]</p> | 3 ID | M |
| | CTP03 | <p>Product Price (Pertains to OCONUS contracts) / Delivered Price (Pertains to CONUS contracts)</p> <p>Definition (Product Price): The Manufacturer unit price. This price excludes the distribution price but includes standard freight and a reduction for all applicable allowances per unit of measure</p> <p>Definition (Delivered Price): The unit price excluding distribution price (storage and/or handling fee)</p> <p>Value: [Product Price]</p> | 10 Explicit Decimal 2 R | M |
| | CTP01 | Not Used | | |
| | CTP02 | <p>Additional Freight Charge Code</p> <p>Definition: The Additional Freight Charge Code for the item being shipped/delivered. This code indicates that CTP03 is additional freight charge.</p> <p>Value: [“PPD”]</p> | 4 UI | C ^o |

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

| | | | | |
|---------------------------|----------------|---|------------------------------|----------------|
| | CTP03 | Additional Freight Charge Price ¹ Definition: Additional Freight Charge fee for item being shipped /delivered Value: [Additional Freight Price] | 0 Explicit Decimal 2 R | C ⁰ |
| Segment | Element | Definition and Value | Size | M/C/O |
| SE Transaction Set | SE01 | Number of included segments Definition: The total number of elements included in a transaction set (including ST and SE elements) Value: [Number of included elements] | 1-10 AN | M |
| Trailer | SE02 | Transaction Set Control Number Definition: The identifying control number that must be unique within the transaction set functional group for a transaction set. *Note: This is the final element in the 832 transaction set. Value: [Transaction Set Control Number] | 4-9 AN | M |

C¹ = Conditional: Element is required if catalog is used for Navy standard core menu. C² = Conditional: Item is required if allowance applies for this item

C³ = Conditional: Element is required if item is a Catch-weight item.

C⁴ = Conditional : Element is mandatory for OCONUS contracts, while optional for others.

C⁵ = Conditional: Element is mandatory for CONUS Fixed Unit Price type contracts, while optional for others. C⁶ = Conditional: Element is mandatory for CONUS Alaska contracts, while optional for others.

832 Example File:

```
ISA~00~    ~00~    ~ZZ~ABC    ~ZZ~S39017    ~120312~1234~U~
00200~000000593~0~P~^_
GS~SC~ABC~S39017~120312~1234~587
~X~003040
ST~832~100535
BCT~PC~SPM3001
0DXXXXX
DTM~152~120312~
1234
```

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

LIN~1~SW~892501E19XXXX~VP~100068~ZZ~C~ZZ~00
REF~ZZ~S
O
REF~ZZ~F
S~N
REF~ZZ~S
K~01232
REF~ZZ~DU~N
PID~F~GEN~~~CANDY, CHOC COV PEANUTS, PAN-COATED, ASST COLORS,
48/1.00 OZ PG~~~Y PO4~48~1.00~OZ~PG~~1.00~CS~10.00~CS
ITD~16~~~~~MARS
LDT~AU
~329~DY
LDT~AF~
2~DA
SAC~A~
C260
SAC~A~C300
SAC~A~C310
SAC~C~C330~ZZ~ 14~11.49
CTP~~STA~243.66~~CS~SEL~1~1
CTP~~PRO~100.00
LIN~2~SW~891501E09XXXX~VP~100041~ZZ~C~ZZ~03
REF~ZZ~S
O
REF~ZZ~F
S~N
REF~ZZ~S
K~53181
REF~ZZ~DU~N
PID~F~GEN~~~RAISINS, SDLS, NAT, US GRA, 144/1.5
OZ PG~~~Y
PO4~144~1.00~OZ~PG~~10.00~CS~100.00~CS
ITD~16~~~~~REGENT
LDT~AU
~546~DY
LDT~AF~
2~DA
SAC~A~C260
SAC~A~C300
SAC~A~C310
SAC~C~C330~ZZ~ 14~11.49
CTP~~STA~10.00~~CS~SEL~1~1
CTP~~PRO~10.00
LIN~3~SW~892501E19XXXX~VP~181164~ZZ~C~ZZ~00
REF~Z
Z~SO
REF~Z
Z~FS~
N
REF~ZZ~SK

~65CLGF
 REF~ZZ~DU
 ~N
 PID~F~GEN~~~HONEY, WHITE, US GRADE A, 5 LB
 CO, 6/CS~~~Y
 PO4~6~1.00~LB~CO~~10.00~CS~100.00~CS
 ITD~16~~~~~AMERICAN BOUNTY
 LDT~AU
 ~728~DY
 LDT~AF~
 2~DA
 SAC~A~
 C260
 SAC~A~C300
 SAC~A~C310
 SAC~C~C330~ZZ~ 22~12.63
 CTP~~STA~10.00~~CS~SEL~6~1
 CTP~~PRO~10.00
 CTT~3
 SE~54~100535
 GE~1~587
 IEA~1~000000593

3.2 850 Purchase Order Version 3040 (Customer to Vendor)

All food ordering sites will use the 850 Purchase Order. Once the order is complete, the user will send the 850 to the vendor. Orders may be sent any number of times during the day.

| | |
|---------------|---------------------------------|
| ISA Qualifier | ZZ |
| ISA Id | CHUCK1 |
| GS Id | CHUCK1 |
| VAN | DLA Transaction Services |

If the vendor is using a third party VAN, the ISA ID will be DDTN.

Points of contact for 850 EDI Testing are:

Lou Milano, louis.milano@dla.mil, 215-737-7315
 Bill Saccone, william.saccone@dla.mil, 215-737-0748

Guidelines for 850 – Purchase Order

| Segment | Element | Definition / Value | Size |
|---------|---------|--------------------|------|
|---------|---------|--------------------|------|

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

| | | | |
|---|----------------|--|-------------|
| ST Transaction Set Header | ST01 | Transaction Set Identifier Code Definition: Code uniquely identifying a transaction set. Value: ["850"] | 4/9 N |
| | ST02 | Transaction Set Control Number Definition: This is the Transaction Set Control Number and holds the value of the unique identifying control number within the transaction set. Value: [Transaction Set Control Number] | |
| BEG Beginning Segment for Purchase Order | BEG01 | Transaction Set Purpose Code Definition: This is the Transaction Set Purpose Code and the '00' value indicates that this Purchase Order is the Original. Value: ["00"] | 2 AN |
| | BEG02 | Purchase Order Type Code Definition: This is the Purchase Order Type Code and the value of 'NE' indicates that this is a new Order. Value: ["NE"] | 2 A |
| Segment | Element | Definition / Value | Size |
| | BEG03 | Purchase Order Number Definition: This is the purchase order number for the current order. Value: [Purchase Order Number] | 14 AN |

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

| | | | |
|--------------------------------|----------------|--|-------------|
| | BEG04 | Contract Order Number Definition: This is the Release Number; it holds the contract-order-number which is an alpha-numeric value. Value: [Contract Order Number] | 4 AN |
| | BEG05 | Contract Order Date Definition: This is the Date the order was created. Value: [Contract Order Date] | date |
| | BEG06 | Contract Number Definition: This is the contract number field and it holds the contract number for the contract that the customer will order from when placing orders. Value [Contract Number] | 13 AN |
| DTM Date/Time Reference | DTM01 | Delivery Requested Definition: This is a constant value of '002' to indicate delivery requested. Value: ["002"] | 3 AN |
| | DTM02 | Required Delivery Date Definition: This is the required delivery date for the items on the purchase order. Value: [Required Delivery Date] | 6 AN |
| Segment | Element | Definition / Value | Size |
| N1 Name | N101 | Ship To Definition: The constant value "ST" is required in this segment. Value: ["ST"] | 2 A |

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

| | | | |
|---------------------------------------|----------------|---|-------------|
| | N102 | Not Used | |
| | N103 | <p>Department of Defense Activity Address Code (DODAAC)</p> <p>Definition: The constant value “10” is required and indicates the next segment hold the DODAAC.</p> <p>Value: [“10”]</p> | 2 AN |
| | N104 | <p>Ship To DODAAC</p> <p>Definition: This is the DODAAC of the Ship To Address of the location to where the items will be shipped.</p> <p>Value: [Ship To DODAAC]</p> | 6 AN |
| N2 Additional Name Information | N201 | <p>Ship To Facility Name or Number</p> <p>Definition: This is the facility name or number of the location to where the items will be shipped.</p> <p>Value: [Ship To Facility Name or Number]</p> | 35 AN |
| | N202 | <p>Ship To Building Name Or Number</p> <p>Definition: This is the building name or number of the location to where the items will be shipped.</p> <p>Value: [Ship To Building Name Or Number]</p> | 35 AN |
| Segment | Element | Definition / Value | Size |

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

| | | | |
|-------------------------------|--------------|---|-------|
| N3 Address Information | N301 | <p>Ship To Address-1</p> <p>Definition: This is the first line address of the ship to location to where the items will be shipped.</p> <p>Value: [Ship To Address-1]</p> | 35 AN |
| | N302 | <p>Ship To Address-2</p> <p>Definition: This is the second line address of the ship to location to where the items will be shipped.</p> <p>Value: [Ship To Address-2]</p> | 35 AN |
| N4 Geographic Location | N401 | <p>Ship To City</p> <p>Definition: This is the City of the ship to location for the items that will be shipped.</p> <p>Value: [Ship To City]</p> | 25 AN |
| | N402 | <p>Ship To State</p> <p>Definition: This is the State of the ship to location for the items that will be shipped.</p> <p>Value: [Ship To State]</p> | 2 AN |
| | N403 | <p>Ship To Zip</p> <p>Definition: This is the Zip Code of the ship to location for the items that will be shipped.</p> <p>Value: [Ship To Zip]</p> | 9 UI |
| PO1 Baseline Item | PO101 | <p>Line Item Number</p> <p>Definition: This is the line item number for the item on the order. This is a sequential number for each new order.</p> <p>Value: [Line Item Number]</p> | 4 UI |

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

| Segment | Element | Definition / Value | Size |
|---------|--------------|---|---------------------------------------|
| | PO102 | Quantity Definition: This is the quantity ordered for the item. Value: [Quantity] | 5 UI |
| | PO103 | Unit of Measure Definition: The standard Unit of Measure Value: [Unit of Measure] | 2 AN |
| | PO104 | Vendor Selling Price Definition: This is the vendor's selling price for the item Value: [Vendor Selling Price] | 10 explicit decimal 2 "1234567.90" |
| | PO105 | Not Used | |
| | PO106 | Vendor Part Number Definition: This is a constant value of "VP". This value indicates that the next segment will hold the vendor's part number. Value: ["VP"] | 2 AN |
| | PO107 | Vendor Part Number Definition: This is the vendor's part number for the item being ordered. Value: [Vendor Part Number] | 25 AN |
| | PO108 | Stock-Number Definition: This is a constant value of "SW". This value indicates that the next segment will contain the DLA stock number. Value: ["SW"] | 15 AN |

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

| Segment | Element | Definition / Value | Size |
|--|--------------|--|-------|
| | PO109 | Stock Number Definition: This is the DLA stock number for the item being ordered. Value: [Stock Number] | 15 AN |
| | PO110 | Mutually Defined Definition: This is a constant value of 'ZZ' and it means that the next element is mutually defined element between DLA Troop Support and the STORES EDI vendor. Value: ["ZZ"] | |
| | PO111 | FIC Definition: This is the Food Identification Code (FIC). The FIC is used by Navy ordering sites only. It is the identification code used to identify an item on the catalog or order. Value: [FIC] | 3 AN |
| PID Production/Item Description | PID01 | Free Form Definition: The code indicating the format of the DLA Troop Support Item Description. Value: ["F"] | |
| | PID02 | Not Used | |
| | PID03 | Not Used | |
| | PID04 | Not Used | |
| | PID05 | DLA Troop Support Item Description Definition: This is the DLA Troop Support item description of the item that is on the order. The description is taken from the DLA Troop Support catalog. Value: [DLA Troop Support Item Description] | 80 AN |

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

| Segment | Element | Definition / Value | Size |
|-------------------------------|--------------|---|-----------------------|
| CTT Transaction Totals | CTT01 | Line Item Number Definition: This is the total number of line items in the purchase order. Value: [Line Item Number] | 4 UI |
| | CTT02 | Total Purchase Order Dollar Definition: This is the total dollar value for the purchase order. Value: [Total Purchase Order Dollar] | 12 Explicit Decimal 2 |
| SE Segment Elements | SE01 | Number Of Included Segments Definition: This is the number of ST segments in the transaction Value: [Number Of Included Segments] | 1/10 N |
| | SE02 | Transaction Set Control Number Definition: This is the Transaction Set Control Number and holds the value of the unique identifying control number within the transaction set. It should match the Transaction Set Control Number used in the ST02 element. Value: [Transaction Set Control Number] | 4/9 AN |

850 Example File:

```

ISA*00*      *00*      *ZZ* CHUCK1  *ZZ*STORES
              *120214*2103*U*00200*000001161*0*P*<~
GS*PO*CHUCK1*STORES*120214*2103*1161*X*003040
ST*850*000000001
BEG*00*NE*
CHUCK120455695*025N*120214*SPM30011DXXXX
DTM*002*120221
N1*ST*SAM CAFE*10* CHUCK1
N2*SAM CAFE*BLDG# 335
N3*SAM
CAFE*A1C
REEDY
N4*Philadelphia*P
A*19111

```

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

PO1*0086*88*LB*1.97**VP*11111*SW*891501E213585*ZZ*V03
PID*F****APPLES, EATING, RED, SWT, FRESH,
BU
PO1*0087*88*LB*2.06**VP*2222*SW*891501E21
3586*ZZ*V04
PID*F****APPLES, EATING, YELLOW, FRESH, BULK
PO1*0088*81*LB*.8**VP*33333*SW*891501E213590*ZZ*V11
PID*F****BANANAS, FRESH, BULK,
BUY IN 1 LB I
PO1*0089*108*LB*.83**VP*44444*SW*89
1501E211702
PID*F****BANANAS, FRESH, NMT, 4L, BULK, BUY
PO1*0090*4*CS*20.94**VP*55555*SW*891001E299881*ZZ*U47
PID*F****CHEESE, COTTAGE, CHL, ESL, SMALL
CU
PO1*0091*11*LB*3.25**VP*66666*SW*891501E213
599*ZZ*V42
PID*F****CUCUMBERS, BULK, FRESH,
US NO. 1 GR
PO1*0092*36*LB*2.28**VP*77777*SW*891
501E213252
PID*F****GRAPES, FRESH, RED, GLOBE, BULK, US
NO.
PO1*0093*54*LB*.99**VP*88888*SW*891501E213
604*ZZ*V61
PID*F****HONEYDEW MELONS, FRESH, BULK, US NO
PO1*0094*28*LB*3.33**VP*99999*SW*891501E213605*ZZ*V66
PID*F****KIWIFRUIT, FRESH, BULK, US GR NO. 1
PO1*0095*72*LB*2.37**VP*12222*SW*891501E213607*ZZ*V69
PID*F****LETTUCE, ICEBERG, FRESH, BULK, US
N
PO1*0096*11*LB*2.95**VP*21222*SW*891501E213
614*ZZ*V87
PID*F****ONIONS, GREEN, FRESH, US
NO. 1 GR,
PO1*0097*88*LB*.67**VP*323333*SW*891
501E310466
PID*F****ONIONS, YELLOW, LG, DRY, BUY IN 1 L
PO1*0098*22*LB*3.94**VP*434444*SW*891501E213
620*ZZ*W02
PID*F****PEPPERS, BELL, SWT, FRESH, US NO 1
PO1*0099*66*LB*1.07**VP*545555*SW*891501E213622*ZZ*W07
PID*F****PINEAPPLE, FRESH, BULK, US
NO. 1 GR
PO1*0100*66*LB*.85**VP*656666*SW*891
501E211782
PID*F****POTATOES, FRESH, MAYQUEEN 2L, US#1
PO1*0101*44*LB*.82**VP*177777*SW*891501E213626*ZZ*W15
PID*F****POTATOES, WHITE, FRESH, FOR
BAKING,

PO1*0102*72*LB*3.08**VP*3288888*SW*891
 501E211785
 PID*F****TOMATOES, FRESH, LARGE, US#1 OR
 LOC
 PO1*0103*18*CS*6.6**VP*888655*SW*891001E391
 626*ZZ*U95
 PID*F****YOGURT, REG, VARIETY, CHL, ESL,
 FRU
 PO1*0104*34*LB*1.14**VP*655555*SW*891501E213
 601*
 Z*V54
 PID*F****GRAPEFRUIT, FRESH, US NO. 1 GRADE,
 PO1*0105*190*LB*1.21**VP*867567676*SW*891501E213615*ZZ*V89
 PID*F****ORANGES, FRESH, ANY VARIETY EXCEPT
 PO1*0106*44*LB*1.37**VP*32323111*SW*891501E213
 633*ZZ*W39
 PID*F****TANGERINES, FRESH, BULK, US NO. 1 G
 CTT*21*2038.4
 SE*51*000000001
 GE*1*1161
 IEA*1*000001161

3.3 810 INVOICE - VERSION 3040/3050

This Draft Standard for Trial Use contains the format and establishes the data contents of the Invoice. Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. The transaction set can be used to provide for customary and established business and industry practice relative to the billing for goods and services provided.

Certain data segments will require data transmitted as it appears on the Purchase Order. .

Points of contact for 810 Invoice Testing are:

Karen Conroy-Hegarty, karen.hegarty@dla.mil, 215-737-7550

Guidelines for 810 – Invoices

| <i>Segment</i> | <i>Element</i> | <i>Definition and Value</i> | <i>Siz</i> | <i>M/C/O</i> |
|-----------------------------|----------------|---|------------|--------------|
| Transaction Set Header (ST) | ST01 | Transaction Set Identifier Code Definition: Code uniquely identifying a transaction set. Value: [810] | 3/3 ID | M |

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

| | | | | |
|-------------------------------------|----------------|---|-------------|--------------|
| | ST02 | Transaction Set Control Number Definition: Identifying control number that must be unique within the Transaction set functional group assigned by the originator for a transaction set Value: [Transaction Set Control Number] | 4-9 AN | M |
| Beginning Segment for Invoice (BIG) | BIG01 | Invoice Date Definition: The invoice date 3050 Value: [YYMMDD] 3050 Example: [101312] | 6 - Date | M |
| Segment | Element | Definition and Value | Size | M/C/O |
| | BIG02 | Invoice Number Definition: Identifying number assigned by issuer Value: [Invoice Number] | 1-22 AN | M |
| | BIG03 | Not Used | | |
| | BIG04 | Contract Number Definition: The contract number of the invoice Value: [Contract Number] | 13/13 AN | M |
| | BIG05 | Call Number / Release Number Definition: The call or release number Value: [Call or Release Number] | 4/4 AN | M |
| | BIG06 | Not Used | | |
| | BIG07 | Transaction Type Code Definition: This element will always be 'DI' standing for 'Debit Invoice' Value: ["DI"] | 2/2 ID | O |

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

| | | | | |
|-------------------------|----------------|--|-------------|--------------|
| | BIG08 | Transaction Set Purpose Code Definition: The mutually agreed upon transaction set purpose code. Value: ["ZZ"] | 2/2 ID | O |
| N1 Loop ID (N1) | N101 | Entity Identifier Code Definition: The Entity Identifier Code Value: ["ST"] | 2/2 ID | M |
| | N102 | Customer Name Definition: The Customer Name Value: [Customer Name] | 1/35 AN | M |
| Segment | Element | Definition and Value | Size | M/C/O |
| | N103 | Identification Code Qualifier Definition: This Identification Code will always be '10', designating it as a Dept of Defense Activity Address Code (DODAAC) Value: ["10"] | 1/2 AN | M |
| | N104 | Ship To DODAAC Definition: The Ship-To DODAAC for the invoice. Value: [Ship To DODAAC] | 6/6 AN | M |
| Reference Numbers (REF) | REF01 | Reference I.D. Qualifier Definition: This Reference Number Qualifier will always be 'RQ', the code for Purchase Requisition Number Value: ["RQ"] | 2/2 ID | M |
| | REF02 | Purchase Order Number Definition: The Purchase Order Number (or Reference ID) Value: [PO Number] | 14/14 AN | M |

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

| | | | | |
|----------------------------------|----------------|---|-------------|--------------|
| Date/Time Reference (DTM) | DTM01 | Date/Time Qualifier Definition: This element displays a Date Qualifier of '011' Value: ["011"] | 3/3 ID | M |
| | DTM02 | Date Definition: This element displays the Date the invoice was sent 3050 Value: [YYMMDD] | 6/8 DT | M |
| Baseline Item Invoice Data (IT1) | IT101 | Contract Line Item Number (CLIN) Definition: a Four position Alpha-numeric characters assigned for differentiation within a transaction set Value: [alpha-numeric characters] | 1/11 AN | M |
| Segment | Element | Definition and Value | Size | M/C/O |
| | IT102 | Quantity Invoiced Definition: The quantity of supplier units invoiced Value: [Numeric quantity] | 1/10 R | M |
| | IT103 | Unit or Basic Measurement Definition: The unit of measurement Value: [Unit of measurement] | 2/2 ID | M |
| | IT104 | Price-extended CLIN Definition: Price-extended for CLIN, quantity invoiced * price. Value: [Price per unit] | 1/14 R | M |
| | IT105 | Not Used | | |

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

| | | | | |
|------------------------------------|----------------|---|-------------|--------------|
| | IT106 | Product/Service I.D. Qualifier Definition: This Product ID Qualifier will always be 'FS', designating a National Stock Number Value: ["FS"] | 2/2 ID | M |
| | IT107 | Product/Service I.D. NSN Definition: The Product ID/NSN (National Stock Number) Value: [National Stock Number] | 13/13 AN | M |
| | IT108 | Product/Service I.D. Qualifier Definition: The mutually agreed upon transaction set product qualifier code. Value: ["ZZ"] | 2/2 ID | C |
| | IT109 | Product/Service I.D. Definition: The identifying code for a Prime Vendor Value: ["PV"] | 2/2 AN | C |
| Segment | Element | Definition and Value | Size | M/C/O |
| | IT110 | Vendor Number Definition: The code specifying the next element will display the Vendor's Item Number Value: ["VN"] | 2/2 ID | O |
| | IT111 | Vendor Item Number Definition: The Vendor's Item Number identifying the item on the invoice Value: [Vendor Item Number] | 1/30 AN | C |
| Total Monetary Value Summary (TDS) | TDS01 | Amount of Total Invoice Definition: The total invoice amount Value: [Invoice Amount] | 1/10 N2 | M |

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

| | | | | |
|--------------------------|------|--|---------|---|
| Transaction Totals (CTT) | | Number of line items invoiced Definition: The total number of line items invoiced Value: [Number of line items invoiced] | 1/6 No | M |
| SE Segment Elements | SE01 | Number of included segments Definition: Total number of segments in the 810 Value: [Number of included segments] | 1/10 No | M |
| | SE02 | Transaction Set Control Number Definition: The unique identifying control number for the 810 transaction set | 4/9 AN | M |

810 Invoice Example

ISA*00* *00* *ZZ*COMPANYABC *ZZ*DTDN
*20120301*0900*U*00401*000129756*1*P*>
GS*IN*COMPANYABC*HBJSUB*20120301*0900*129756*X*
004010
ST*810*0001
BIG*20120301*281082**SPM300010DXXXXX*642T*
*DI*ZZ N1*ST*HEyrATAN*10*WZZZZZ
REF*RQ*WYYYYYY20430641
DTM*011*120301
IT1*1212*0*LB*0**FS*891501E2XXXXXX*ZZ*PV*VN*7171
IT1*1213*0*LB*0**FS*891501E2XXXXXX*ZZ*PV*VN*7115
IT1*1214*18*LB*1.00**FS*891501E2XXXXXX*ZZ*PV*VN*7099
IT1*1215*20*LB*1.00**FS*891501E2XXXXXX*ZZ*PV*VN*7186
IT1*1216*0*LB*0**FS*891501E2XXXXXX*ZZ*PV*VN*7173
IT1*1217*0*LB*0**FS*891501E2XXXXXX*ZZ*PV*VN*7109
IT1*1218*0*CS*0**FS*891001E2XXXXXX*ZZ*PV*VN*1841
IT1*1219*0*CS*0**FS*891001E2XXXXXX*ZZ*PV*VN*1840
IT1*1220*0*CS*0**FS*891001E2XXXXXX*ZZ*PV*VN*18752
IT1*1221*40*LB*1.00**FS*891501E2XXXXXX*ZZ*PV*VN*7172
IT1*1222*40*LB*1.00**FS*891501E2XXXXXX*ZZ*PV*VN*7176
IT1*1223*0*LB*0**FS*891501E2XXXXXX*ZZ*PV*VN*7098
IT1*1224*30*LB*1.00**FS*891501E2XXXXXX*ZZ*PV*VN*7096
IT1*1225*0*LB*0**FS*891501E2XXXXXX*ZZ*PV*VN*7112
IT1*1226*0*LB*0**FS*891501E3XXXXXX*ZZ*PV*VN*7188
IT1*1227*0*LB*0**FS*891501E3XXXXXX*ZZ*PV*VN*7185
IT1*1228*0*LB*0**FS*891501E2XXXXXX*ZZ*PV*VN*7183
IT1*1229*0*LB*0**FS*891501E2XXXXXX*ZZ*PV*VN*7107

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

IT1*1230*33*LB*1.00**FS*891501E2XXXXXX*ZZ*PV*VN*7170
 IT1*1231*0*LB*0**FS*891501E2XXXXXX*ZZ*PV*VN*7102
 IT1*1232*0*LB*0**FS*891501E2XXXXXX*ZZ*PV*VN*7101
 IT1*1233*0*CS*0**FS*891001E3XXXXXX*ZZ*PV*VN*9371
 TDS*15216
 CTT*22
 SE*30*0001

Example of 864 Transaction and MSG Segment Layout

Data delimited with the pipe (|) symbol.

ST*864*000000001
 BMG*00*INVENTORY REPORT
 DTM*097*20110330*064640
 N1*FR*COMPANY A*33*CAGEC
 N1*TO**10*SC0500
 MIT*001*INVENTORY REPORT
 MSG*895001E098779|PV|123A|6|0|1|1|13.00|12.42|11.87|12.04|645|FT9455|1531413|08009809987878
 7|Y|343|R|156|TEST DESCRIPTION 890123456789012345|23.43|145|Y|A|CS|Y|61414187001121
 MSG*894001E591135|PV|234B|2|108|324|17|10.50|9.87|8.88|9.01|78|FT9455|1481169|0980039933366
 7|Y|265|X|129|TEST DESCRIPTION 890123456789012345|263.87|4351|N|A|CS|N|64264441772555
 MSG*894001E190210|PV|675C|151|50|0|22|12.75|12.34|11.99|12.10|193|FT9455|800078|00987766884
 4|N|110|X|98|TEST DESCRIPTION 890123456789012345|45.1|98325|N|I|CS|Y|621466552286
 MSG*891501E297578|PV|189D|3|0|0|3|9.15|8.88|8.05|8.55|67|FT9455|820100|09006999605758505858|
 Y|65|R|33 |TEST DESCRIPTION 890123456789012345|421.65|145|Y|A|CS|N|624472266451
 SE*11*000000001

864 MSG Segment Format:

| # | Column Name | Column Length | DEFINITION | VALID ENTRIES |
|---|---------------------------|---------------|--------------------------|---|
| 1 | NSN | 13 | National Stock Number | Government Stock Number |
| 2 | Item Category | 3 | Type Category Code | Either PV, GFM or LMR |
| 3 | Distribution Fee Category | 4 | Vendor Internal Category | Vendor Internal Reference Number NTE 4 positions |
| 4 | Stock-On-Hand | 10 | Quantity of Item On-Hand | Numeric NTE 10 positions, No Commas |
| 5 | In-Transit | 10 | Quantity In-Transit | Numeric NTE 10 positions, No Commas |

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

| | | | | |
|----|---------------------------|----|--|--|
| 6 | On-Order | 10 | Quantity On-Order | Numeric NTE 10 positions, No Commas |
| 7 | In-Demand | 10 | Quantity Demand | Numeric NTE 10 positions, No Commas |
| 8 | Item Unit Price | 7 | Item Unit Price | Numeric NTE 7 positions, No Commas |
| 9 | Product Price | 7 | Product Price of Item | Numeric NTE 7 positions, No Commas. Decimal explicit (must be sent) |
| 10 | Distributor Price | 7 | Distributor Unit Price of Item | Numeric NTE 7 positions, No Commas. Decimal explicit (must be sent) |
| 11 | Premium Distributor Price | 7 | Premium Distributor Unit Price of Item | Numeric NTE 7 positions, No Commas. Decimal explicit (must be sent) |
| 12 | Cases Filled | 10 | Number of Cases Filled this period | Numeric NTE 10 positions, No Commas |
| 13 | Inventory Location | 6 | Actual Location of Items (DODAAC) | Alpha/numeric data |
| 14 | Vendor Code | 15 | Vendor Internal Item Number | Alpha/numeric data NTE 15 positions |
| 15 | SKU Field | 25 | SKU Number | Alpha/numeric data NTE 25 positions |
| 16 | MLL | 1 | Master Load List Number | Alpha/numeric data NTE 1 position; Y or N |
| 17 | Stock on Hold | 10 | Quantity on Hold | Alpha/numeric data NTE 10 position |
| 18 | Hold Reason Code | 1 | Hold Reason | R = recalled; X = expired |
| 19 | In Transfer | 10 | Quantity in Transfer | Alpha/numeric data NTE 10 position |

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

| | | | | |
|----|--------------------------|----|---------------------------------|---|
| 20 | Item Description | 35 | Item Descriptive Data | Alpha/numeric data NTE 35 positions |
| 21 | Cube | 5 | Item cubic size | Numeric NTE 5 positions. No Commas. Decimal explicit (must be sent) |
| 22 | Gross Weight | 5 | Item weight | Numeric NTE 5 positions |
| 23 | Category | 1 | New Item Category | Y = yes; N = no |
| 24 | Item Status | 1 | Status of item | A = active; I = inactive |
| 25 | Unit of Measure | 2 | Item's Unit of Measurement Code | CS = cases (always reported in cases) |
| 26 | Mandatory Status | 1 | Item's Mandatory Status Code | Y = yes; N = no |
| 27 | Global Trade Item Number | 14 | Item's Global Trade Item Number | Numeric data NTE 14 positions |

Example Format of Output File

DTM02|N104|N102|MSG01|MSG02|MSG03|MSG04|MSG05|MSG06|MSG07|MSG08|MSG09|MSG10|MSG11|MSG12|MSG13|MSG14|MSG15|MSG16|MSG16|MSG17|

MSG18|MSG19|MSG20|MSG21|MSG22|MSG23|MSG24|MSG25|MSG26|MSG27

Translated Output would look similar to this:

Output file data delimited with the pipe (|) symbol.

20110330|CAGEC|COMPANY A|895001E098779|PV|123A|6|0|1|1|13.00|12.42|11.87|12.04|645|FT9455|1531413|080098099878787|Y|343|R|156|TEST DESCRIPTION
890123456789012345|23.43|145|Y|A|CS|Y|61414187001121

20110330|CAGEC|COMPANY A|894001E591135|PV|234B|2|108|324|17|10.50|9.87|8.88|9.01|78|FT9455|1481169|09800399333667|Y|265|X|129|TEST DESCRIPTION
893456789012345|263.87|4351|N|A|CS|N|64264441772555

20110330|CAGEC|COMPANY A|894001E190210|PV|675C|151|50|0|22|12.75|12.34|11.99|12.10|193|FT9455|800078|009877668844|N|110|X|98|TEST DESCRIPTION 890123456789012345|45.1|98325|N|I|CS|Y|621466552286

SPE300-26-D-4004
Subsistence Prime Vendor Island of Puerto Rico

20110330| CAGEC| COMPANY

A|891501E297578|PV|189D|3|0|0|3|9.15|8.88|8.05|8.55|67|FT9455|820100|09006999605758505858|Y|6
5|R|33|TEST DESCRIPTION890123456789012345|421.65|145|Y|A|CS|N|624472266451

Document Changes:

| Version | Date | Purpose |
|---------|------------|--|
| 1.0 | 4/2011 | Initial Document |
| 2.0 | 7/7/2011 | Addition of columns 15, 16, 17, 18, 19 |
| 2.1 | 7/8/2011 | Addition of column 20 |
| 2.2 | 9/13/2011 | Addition of columns 21, 22, 23, 24 |
| 2.3 | 11/2/2011 | Clarification of column 18, Hold Reason Code |
| 2.4 | 08/01/2012 | Addition of columns 25, 26, 27 |