

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER 1000052546		PAGE 1 OF 263	
2. CONTRACT NO. SPE300-20-D-4059		3. AWARD/EFFECTIVE DATE April 7, 2020		4. ORDER NUMBER		5. SOLICITATION NUMBER SPE300-17-R-0018	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME		b. TELEPHONE NUMBER (No collect calls)		6. SOLICITATION ISSUE DATE 2016 DEC 02	
9. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Local Admin: Neil-Michael Chiaradio PSPTAFH Tel: 215-737-3668 Email: NEIL.MICHAEL.CHIARADIO@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: 311812 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE BLOCK 9 Criticality: PAS: None		CODE SPE300	
17a. CONTRACTOR/ OFFEROR ANHAM FZCO DBA ANHAM Suite Number 808, East Wing, Buildi Zone DUBAI UTD.ARAB EMIR. TELEPHONE NO. 7034483777		CODE 1ANFW FACILITY CODE		18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA		CODE SL4701	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		See Schedule				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$151,832,471.12			
<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 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. SPE300-17-R-0018 OFFER DATED 2019-Aug-26 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH, HEREIN IS ACCEPTED AS TO ITEMS: SPE300-17-R-0018			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or Print) Jay Ward, CEO		30c. DATE SIGNED April 6, 2020		31b. NAME OF CONTRACTING OFFICER (Type or Print) Neil-Michel Chiaradio		31c. DATE SIGNED April 7, 2020	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

PARTIAL     FINAL

COMPLETE     PARTIAL     FINAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

This contract incorporates all terms and conditions stated in Solicitation SPE300-17-R-0018, including all amendments.

The contract shall be for a term of 60 months, with three separate pricing tiers. The first tier shall be for a 24-month period (inclusive of an up to 140 day ramp-up period followed by the performance period which would be the balance of the 24-months depending on the length of ramp-up). The second tier shall be an 18-month performance period immediately following the first tier. The third and final tier will be an additional 18-month performance period directly following the second tier.

Tier 1 - April 7, 2020 - April 6, 2022  
Tier 2 - April 7, 2022 - October 6, 2023  
Tier 3 - October 7, 2023 - April 6, 2025

Guaranteed Minimum - \$151,832,471.12  
Contract Maximum - \$3,036,649,422.47

**SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS****PID Data - Custom Clause**

Insert (copy and paste) text for - PID information here

**SECTION I - CONTRACT CLAUSES**

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) FAR

252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016) DFARS

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019) DFARS

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) FAR

252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (DEC 2019) DFARS

**SECTION J - LIST OF ATTACHMENTS****List of Attachments**

File Name	Description
ATTACH_Award_Document	SPE300-20-D-4059 Award Document.pdf

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**NOTE: Solicitation SPE300-17-R-0018, to include solicitation amendments 0001 through 0016, are incorporated into this contract document. Certain solicitation clauses and procurement language may have been updated as reflected below. The ANHAM FZCO final offer dated August 26, 2019, which is being accepted by the Government to form this contract, is incorporated by reference into this contract.**

<b>FAR 52.212-4 Contract Terms and Conditions -- Commercial Items (Oct 2018)</b>
--

(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 Government wide 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 FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as,

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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

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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—

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(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 at fixed by the Secretary until the amount is paid.

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

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

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

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

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be

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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; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Reserved

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End Use 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.

**ADDENDUM TO FAR 52.212-4 – Contract Terms and Conditions – Commercial Items**

Contract Terms and Conditions – Commercial Items

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

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

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

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 Prime Vendor, supplier or manufacturer, the Prime Vendor should follow the procedures as outlined below:

(1) Immediately notify the following personnel:

- (i) Customers that have received the recalled product
- (ii) DLA Troop Support Contracting Officer
- (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 Items” and an addendum contained in the solicitation.

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

- (a) Performance of this contract by the Prime Vendor shall be conducted and performed in accordance with detailed obligations to which the Prime Vendor committed itself in its Technical Proposal in response to this solicitation.
- (b) The technical volume(s) of the Prime Vendor'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 Prime Vendor'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 Prime Vendor has entered all mandatory information, including the DUNS number or the DUNS+4 numbers, into the CCR database;
- (b) The Prime Vendor’s CAGE code is in the CCR database; and
- (c) The Government has validated all mandatory data fields and has marked the records “Active”.

<b>52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2019)</b>
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(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) **52.203-19**, 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 (JUL 2018) (Section 1634 of Pub. L. 115-91).
- (3) **52.209-10**, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
- (4) **52.233-3**, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (5) **52.233-4**, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 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 items:

- X   (1) **52.203-6**, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- X   (2) **52.203-13**, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).
- X   (3) **52.203-15**, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- X   (4) **52.204-10**, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) [Reserved].
- X   (6) **52.204-14**, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C.);

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- (7) **52.204-15**, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C.);
- (8) **52.209-6**, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015) (31 U.S.C. 6101 note).
- (9) **52.209-9**, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).
- (10) **[Reserved]**.
- (11)(i) **52.219-3**, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
- (ii) **Alternate I** (NOV 2011) of 52.219-3.
- (12)(i) **52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (ii) **Alternate I** (JAN2011) of 52.219-4.
- (13) **[Reserved]**
- (14)(i) **52.219-6**, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- (ii) **Alternate I** (NOV 2011)
- (iii) **Alternate II** (NOV 2011)
- (15)(i) **52.219-7**, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
- (ii) **Alternate I** (OCT 1995) of 52.219-7
- (iii) **Alternate II** (MAR 2004) of 52.219-7
- (16) **52.219-8**, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637 (d)(2) and (3)).
- (17)(i) **52.219-9**, Small Business Subcontracting Plan (AUG 2018) (15 U.S.C. 637 (d)(4)).
- (ii) **Alternate I** (NOV 2016) of 52.219-9
- (iii) **Alternate II** (NOV 2016) of 52.219-9
- (iv) **Alternate III** (JAN 2017) of 52.219-9
- (v) **Alternate IV** (AUG 2018) of 52.219-9
- (18) **52.219-13**, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (19) **52.219-14**, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- (20) **52.219-16**, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) **52.219-27**, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (22) **52.219-28**, Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2)).

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- (23) **52.219-29**, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (DEC 2015) (15 U.S.C. 637(m)).
- (24) **52.219-30**, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (DEC 2015) (15 U.S.C. 637(m)).
- (25) **52.222-3**, Convict Labor (JUN 2003) (E.O. 11755).
- (26) **52.222-19**, Child Labor—Cooperation with Authorities and Remedies (JAN 2018) (E.O. 13126).
- (27) **52.222-21**, Prohibition of Segregated Facilities (APR 2015).
- (28)(i) **52.222-26**, Equal Opportunity (SEP 2016) (E.O. 11246).
- (ii) Alternate I (FEB 1999) of 52.222-26.
- (29)(i) **52.222-35**, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (ii) Alternate I (July 2014) of 52.222-35.
- (30)(i) **52.222-36**, Affirmative Action for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (ii) Alternate I (JULY 2014) of 52.222-36.
- (31) **52.222-37**, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (32) **52.222-40**, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (33)(i) **52.222-50**, Combating Trafficking in Persons (JAN 2019) (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).
- (34) **52.222-54**, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35) (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.)
- (36) **52.223-11**, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).
- (37) **52.223-12**, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- (38)(i) **52.223-13**, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514)
- (ii) **Alternate I** (Oct 2015) of 52.223-13.
- (39)(i) **52.223-14**, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
- (ii) **Alternate I** (Jun 2014) of 52.223-14.

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- (40) **52.223-15**, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (41)(i) **52.223-16**, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- (ii) **Alternate I** (Jun 2014) of 52.223-16.
- (42) **52.223-18**, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
- (43) **52.223-20**, Aerosols (Jun 2016) (E.O. 13693).
- (44) **52.223-21**, Foams (Jun 2016) (E.O. 13696).
- (45) (i) **52.224-3**, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (ii) **Alternate I** (JAN 2017) of 52.224-3.
- (46) **52.225-1**, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- (47) (i) **52.225-3**, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 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** (May 2014) of 52.225-3.
- (iii) **Alternate II** (May 2014) of 52.225-3.
- (iv) **Alternate III** (May 2014) of 52.225-3.
- (48) **52.225-5**, Trade Agreements (AUG 2018) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (49) **52.225-13**, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (50) **52.225-26**, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (51) **52.226-4**, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (52) **52.226-5**, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (53) **52.232-29**, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- (54) **52.232-30**, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (55) **52.232-33**, Payment by Electronic Funds Transfer— System for Award Management (OCT 2018) (31 U.S.C. 3332).
- (56) **52.232-34**, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (57) **52.232-36**, Payment by Third Party (May 2014) (31 U.S.C. 3332).

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- \_\_\_ (58) **52.239-1**, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- \_\_\_ (59) **52.242-5**, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d) (12)).
- \_\_\_ (60) (i) **52.247-64**, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- \_\_\_ (ii) **Alternate I** (APR 2003) of 52.247-64.
- \_\_\_ (iii) **Alternate II** (FEB 2006) of 52.247-64.

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

[Contracting Officer check as appropriate.]

- \_\_\_ (1) **52.222-17**, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)
- \_\_\_ (2) **52.222-41**, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67.).
- \_\_\_ (3) **52.222-42**, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_\_ (4) **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).
- \_\_\_ (5) **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).
- \_\_\_ (6) **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).
- \_\_\_ (7) **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).
- \_\_\_ (8) **52.222-55**, Minimum Wages under Executive Order 13658 (Dec 2015) (E.O. 13658).
- \_\_\_ (9) **52.222-62**, Paid Sick Leave under Executive Order 13706 (JAN 2017) (E.O. 13706).
- \_\_\_ (10) **52.226-6**, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

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

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



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

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

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

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).
- (iv) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (v) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

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- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (AUG 2018), (41 U.S.C. chapter 67).
- (xiii) \_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (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 E.O. 13627).
- (xiv) 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.)
- (xv) 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)
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages under Executive Order 13658 (Dec 2015).
- (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xix) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
  - (A) Alternate I (JAN 2017) of 52.224-3.
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

**52.215-6 Place of Performance (Oct 1997) FAR**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

<i>OCONUS Warehouse Distribution Facilities</i>	
<i>Place of Performance (Street Address, City, State, Country, Zip Code)</i>	<i>Name &amp; Address of Owner &amp; Operator of the Plant or Facility if other than Offeror or Respondent</i>
[REDACTED]	[REDACTED]

<i>CONUS Warehouse Distribution Facilities</i>	
<i>Place of Performance (Street Address, City, State, Country, Zip Code)</i>	<i>Name &amp; Address of Owner &amp; Operator of the Plant or Facility if other than Offeror or Respondent</i>
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

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[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

<i>CONUS Source Load/Manufacturer Facilities</i>	
<i>Vendor (Name &amp; CAGE)</i>	<i>Place of Performance Street Address, City, State, County, Zip Code</i>
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]



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[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

<i>Administrative Management Support Offices</i>	
<i>Place of Performance (Street Address, City, State, Country, Zip Code)</i>	<i>Name &amp; Address of Owner &amp; Operator of the Plant or Facility if other than Offeror or Respondent</i>
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

*The following additional clauses are set forth in full text:*

**252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (OCT 2016) DFARS**

(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 information that—

(1) Is—

(i) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

(ii) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(2) Falls in any of the following categories:

(i) Controlled technical information.

(ii) *Critical information (operations security).* Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(iii) *Export control.* Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(iv) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Government wide policies (e.g., privacy, proprietary business information).

“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.

(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 non-disclosure 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 non-disclosure 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.



**52.216-19 Order Limitations. (OCT 1995) FAR**

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

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

(1) Any order for a single item in excess of N/A.

(2) Any order for a combination of items in excess of N/A.

(3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in paragraph (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.

**52.216-22 Indefinite Quantity. (OCT 1995) FAR**

(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 the last day of this contract.

**252.225-7997 CONTRACTOR DEMOBILIZATION (DEVIATION 2013-O0017) (AUGUST 2013)**

(a) Generally, the Contractor is responsible for demobilizing all of its personnel and equipment from the Afghanistan Combined Joint Operations Area (CJOA).

(b) *Demobilization plan.* The contractor shall submit a demobilization plan to the Contracting Officer for approval a minimum of 120 calendar days prior to the end of the current contract performance period or as otherwise directed by the Contracting Officer. Upon acceptance of the demobilization plan by the Contracting Officer, the demobilization plan becomes a material part of the contract and the Contractor agrees to fully perform its demobilization in accordance with that plan. The demobilization plan shall address the items specified in this clause and must demonstrate the Contractor's plans and ability to remove its personnel and equipment from CJOA and to return Government property no later than 30 days after the expiration of the current period of performance.

(c) *Demobilization plan implementation.* Every 30 calendar days after incorporation of the plan into the contract, or as otherwise directed by the Contracting Officer, the Contractor shall provide written information to the Contracting Officer and the Contracting Officer Representative that addresses the Contractor's progress in implementing the plan. The Contractor shall continue to provide the information in the preceding sentence until the Contractor has completely and properly demobilized. If the Contracting Officer or Contracting Officer Representative identifies deficiencies with the plan, as approved, or with the implementation of that plan, the Contractor shall submit a corrective action plan (CAP) to those officials within five calendar days to determine whether the CAP is acceptable. Upon approval by the Contracting Officer, the CAP becomes a material part of the demobilization plan.

(d) *Plan contents*

(1) The plan shall identify the method of transportation (air, ground) the Contractor intends to

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use to remove its personnel and equipment from the CJOA and whether that method of transportation is Government or Contractor furnished. If Government-furnished transportation of the personnel and equipment associated with this contract.

(2) the plan shall identify the number of Contractor personnel to be demobilized by category (U.S. citizens, Third Country Nationals (TCN), Local Nationals (LN)) and, for U.S. and TCN personnel, identify the point of origin or home country to which they will be transported to the timeline for accomplishing that objective. If U.S. or TCN employees have authorization to remain in the CJOA after completion of demobilization, the plan shall identify the name each individual, their nationality, their location in the CJOA, and provide a copy of the authorization. The plan shall also identify whether the Contractor needs the Contracting Officer to extend the Letter of Authorization (LOA) for any Contractor personnel to execute the demobilization plan.

(3) The plan shall identify all Contractor equipment and the timeline accomplishing its demobilization. The Contractor shall identify all equipment, whether or not it is covered by CJTSCC Acquisition Instruction Clause “Inbound/Outbound Cargo and Contractor Equipment Census.” The plan shall also specify whether the Contractor intends to leave any equipment in the CJOA, a list of all such equipment, including its location, and the reason(s) therefor.

(4) The plan shall identify all Government property provided or made available to the Contractor under this contract or through any separate agreement or arrangement (e.g., Installation Mayors, Garrison Commanders). The plan shall also identify the timeline for vacating or returning that property to the Government, including proposed dates for conducting joint inspections.

*(e) Demobilization Requirements*

(1) The Contractor shall demobilize and return its personnel to their point of origin or home country according to the approved demobilization plan.

(2) The Contractor is not authorized to use Government-furnished transportation unless specifically authorized in this contract.

(3) the Contractor may request an extension of the LOAs only for those Contractor personnel whose presence is required to execute the approved demobilization plan. The Contractor shall submit its request no later than 30 calendar days prior to the expiration of the current period of performance. LOAs may only be extended for a period up to 30 calendar days after expiration of the current performance period. The request shall contain the following information:

(i) The names of each individual requiring an extension.

(ii) The required extension period.

(iii) The justification for each extension (e.g., the specific function(s) the individual will perform during the demobilization period). The Contractor is not entitled to any additional compensation if the LOAs are extended.

(4) The Contractor shall close out their employee's deployments with the proper status entered into the Synchronized Pre-Deployment Operational Tracker (SPOT) database (e.g., active, redeployed, no-shows, killed, injured) within 72 hours of their employee's re-deployment and, if applicable, release their personnel in SPOT.

(5) All Contractor equipment that is lost, abandoned or unclaimed personal property that comes into the custody or control of the Government after the demobilization period has ended may be sold or otherwise disposed of in accordance with 10. U.S.C. section 2575. Notwithstanding the previous sentence and the Government's authority under 10 U.S.C. section 2575, the Government may exercise any other contractual rights for the Contractor's failure to perform in accordance with its demobilization plan.

(6) If the Contractor waives its interest to all lost, abandoned or unclaimed, or abandoned personal property, the Contractor may still be liable for all costs incurred by the Government to remove or dispose of the abandoned property.

(7) The Government may dispose of any and all lost, unclaimed, or abandoned personal property in accordance with 10. U.S.C. section 2575.

(8) The Contractor shall return all Government property provided or made available under this contract or through any separate agreement. The Contractor shall report all lost or damaged Government property in accordance with DPARS 52.245-1(h) unless other procedures are identified in the contract or separate agreement. If the Government inspects the property and finds that damage or deficiencies have not been reported by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies or replace the loss.

(9) The Contractor is liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the Government in returning a Government facility to its original condition. If damages or deficiencies are discovered during the inspection of said facility, the Contractor shall make the necessary repairs or corrections and then notify the Installation Mayor, Garrison Commander, or

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their designees to arrange for a re-inspection of the facility. If the Installation Mayor or Garrison Commander inspects the facility and finds that damages or deficiencies have not been repaired or corrected by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages and deficiencies.

(10) The Contractor shall ensure that all employees, including all subcontractor employees at all tiers, return installation and/or access badges to the local Access Control Badging Office for de-activation and destruction according to the approved demobilization plan. The Contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If an employee's badge is not returned, the Contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the United States. Failure to comply with these requirements may result in delay of final payment.

(f) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

<b>252.229-7014 Taxed Foreign Contracts in Afghanistan (DEC 2015) DFARS</b>
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**TAXES—FOREIGN CONTRACTS IN AFGHANISTAN (NORTH ATLANTIC TREATY ORGANIZATION STATUS OF FORCES AGREEMENT) (DEC 2015)**

(a) This acquisition is covered by the Status of Forces Agreement (SOFA) entered into between the North Atlantic Treaty Organization (NATO) and the Islamic Republic of Afghanistan issued on September 30, 2014, and entered into force on January 1, 2015.

(b) The SOFA exempts NATO Forces and its contractors and subcontractors (other than those that are Afghan legal entities or residents) from paying any tax or similar charge assessed within Afghanistan. The SOFA also exempts the acquisition, importation, exportation, reexportation, transportation and use of supplies and services in Afghanistan from all Afghan taxes, customs, duties, fees, or similar charges.

(c) The Contractor shall exclude any Afghan taxes, customs, duties, fees or similar charges from the contract price, other than those that are Afghan legal entities or residents.

(d) Afghan citizens employed by NATO contractors and subcontractors are subject to Afghan

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tax laws. To the extent required by Afghan law, the Contractor shall withhold tax from the wages of these employees and remit those withholdings to the Afghanistan Revenue Department. These withholdings are an individual's liability, not a tax against the Contractor.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts including subcontracts for commercial items.

**5152.225-5902 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (JUN 2015)**

(a) The contractor shall ensure the individuals they deploy are in compliance with the current USCENTCOM Individual Protection and Individual/Unit Deployment Policy, including TAB A, Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR, unless a waiver is obtained in accordance with TAB C, CENTCOM Waiver Request. The current guidance is located at <http://www2.centcom.mil/sites/contracts/Pages/GCP.aspx>.

(b) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit.

(c) Contractor personnel who deploy for multiple tours, which exceed 12 months in total, must be re-evaluated for fitness to deploy every 12 months IAW the current USCENTCOM Individual Protection and Individual/Unit Deployment Policy standards. An examination will remain valid for 15 months from the date of the physical. This allows an examination to be valid up to 90 days prior to deployment. Once a deployment begins, the examination will only be good for a maximum of 12 months. Any medical waivers received will be valid for a maximum of 12 months. Failure to obtain an updated medical waiver before the expiration of the current waiver renders the employee unfit and subject to redeployment.

(d) The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information in all subcontracts with performance in the theater of operations.

(e) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09- 1038, DoD Federal Acquisition Regulation Supplement (DFARS) PGI 225.74), resuscitative care, stabilization, hospitalization at a Role 3 military treatment facility (MTF) for emergency life-limb-eyesight care will be provided along with assistance for urgent patient movement. Subject to availability, an MTF may provide reimbursable treatment for emergency medical or dental services (e.g., broken bones, lacerations, broken teeth or lost fillings).

(f) Routine and primary medical care are not authorized. Pharmaceutical services are not authorized for known or routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized

(g) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or patient movement rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website:  
<http://comptroller.defense.gov/FinancialManagement/Reports/rates2014.aspx>.

<b>5152.225-5907 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR) (JUN 2015)</b>
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(a) All contractor employees are required to be medically, dentally, and psychologically fit for deployment and performance of their contracted duties as outlined in the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.225-7995, Contractor Personnel Performing in the United States Central Command Area of Responsibility. This clause requires all contractor personnel to meet the theater specific medical qualifications established by the Geographic Combatant Commander before deploying to, being granted installation access, or performing work under the resultant contract. In the USCENTCOM Area of Operation (AOR), the required medical screening, immunizations, and vaccinations are specified in the current USCENTCOM individual Protection and Individual Unit Deployment Policy and DoD Instruction (DODI) 3020.41, Operational Contract Support (OCS). Current medical screening, immunization, and vaccination requirements are available at <http://www.centcom.mil/sites/contracts/Pages/GCP.aspx>. The current DODI is available at <http://www.dtic.mil/whs/directives/corres/ins1.html>. The current list of immunization and vaccination requirements are available at <https://www.health.mil/MHSHome/Military%20Health%20Topics/Health%20Readiness/Immunization%20Healthcare/Vaccine%20Recommendations/Vaccine%20Recommendations%20by%20AOR#CENTCOM>.

(b) The USCENTCOM policy requires contractors to ensure adequate health management is available for Tuberculosis (TB) screening, diagnosis, treatment, and isolation during the life of the contract. This includes management and compliance with all prescribed public health actions regarding TB and the responsibility to ensure adequate health management is available at the Contractor's medical provider or local economy provider's location for all contractor and subcontractor employees throughout the life of the contract. The contractor shall maintain medical screening documentation, in English, and make it available to the Contracting Officer, military public health personnel, or Base Operations Center installation access badging personnel upon request.

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(1) U.S. Citizens are considered Small-Risk Nationals (SRNs) as the U.S. has less than 25 TB cases per 100,000 persons. A TB testing method of either a TB skin test (TST) or Interferon Gamma Release Assay (IGRA) may be used for pre-deployment and annual re-screening of all U.S. Citizens employed under the contract. For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history and CXR. A physical copy of all TST, IGRA, and/or CXRs and radiographic interpretation must be provided at the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deployment and prior to installation access badge renewal.

(2) Other Country Nationals (OCNs) and Local Nationals (LNs) shall have pre-deployment/employment testing for TB using a Chest x-ray (CXR) and a symptom survey completed within 3 months prior to the start of deployment/employment, with annual re-screening prior to installation access badge renewal. This is the only way to verify interval changes should an active case of TB occur. When conducting annual re-screening, the Contractor's medical provider or local economy provider will look for interval changes from prior CXR's and review any changes in the symptom survey. A physical copy of the CXR film with radiographic interpretation showing negative TB results must be provided to the Base Operations Center prior to the start of deployment/employment, with annual re-screening prior to installation access badge renewal.

(3) After arrival in the USCENTCOM AOR, all cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) Physician and/or TB Consultant within 24 hours. Contact tracing, and medical coding, have specific requirements. After consultation with the Theater PM or TB Consultant, the contractor or sub-contractor with suspected or confirmed TB are required to be evacuated to the closest civilian hospital for treatment. The Contractor is responsible for management and compliance with all prescribed public health actions. The employee, contractor/sub-contractor shall be transported out of theater following three (3) consecutive negative sputum smears.

(c) All employees, contractors and sub-contractors, involved in food service, water and/or ice production facilities must be pre-screened prior to deployment and re-screened annually for signs and symptoms of infectious diseases. This includes a stool sample test for ova and parasites. Additionally, all employees, contractors and sub-contractors, will have completed: (1) the full series of immunization for Typhoid and Hepatitis "A" (full series) immunizations per the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years); (2) the required TB tests; and (3) screening for Hepatitis B and C.

(d) Proof of pre-deployment and deployment medical screening, immunizations, and vaccinations (in English) for employees, contractors and sub-contractors shall be made available to the designated Government representative throughout the life of the contract, and provided to the Contracting Officer, for a minimum of six (6) years and (3) months from the date of final payment under the contract.



**NOTE: Clause 5152.225-5908 applies only in circumstances, and for individuals, that have been specifically authorized and approved by the contracting officer. The contracting officer has sole discretion to authorize the furnishing, or termination, of any of the Government support authorized by clause 5152.225-5908. Such support will be provided on case-by-case basis as determined to be necessary by the contracting officer. The Government does not guarantee the provision of any of the services described in clause 512.225-5908, including those checked. All Government furnished contractor support, including billeting services, may be revoked at any time and at the discretion of the Government.**

**The Government does not anticipate authorization of Billeting services as Government Furnished Contractor Support for ongoing Class I operations. However, as indicated in 5152.225-5908 below, the Government may consider authorizing billeting services on a case-by-case basis. If billeting services are desired, requests for such services shall be submitted to the Defense Logistics Agency (DLA) Troop Support Contracting Officer. The Contracting Officer will review each request individually, and determine if authorizing such services is in the best interest of the Government. The Contracting Officer has sole discretion to authorize and deny requests for such services. Failure to comply with applicable laws, regulations, rules, policies and contract terms may result in billeting privileges being revoked. Government furnished contractor support, including billeting services, may be revoked at any time and at the discretion of the Government. Billeting services will be considered for U.S. Citizens and Third-Country Nationals only.**

**5152.225-5908 GOVERNMENT FURNISHED CONTRACTOR SUPPORT (JUN 2015)**

The following is a summary of the type of support the Government will provide the contractor. Services will be provided to contractors at the same level as they are provided to military and DoD civilian personnel. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence. These services are only provided at the following locations: Bagram Airfield (BAF), Jalalabad Air Field (JAF) and Kandahar Airfield (KAF). When contractor employees are in transit, all checked blocks are considered authorized. *NOTE: The services marked in this special clause must be consistent with information marked on the approved GFLSV form.*

U.S. Citizens

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> APO/MPO/DPO/Postal Service              | <input checked="" type="checkbox"/> DFACs****                | <input type="checkbox"/> Mil Issue Equip                         |
| <input type="checkbox"/> Authorized Weapon*****                  | <input type="checkbox"/> Excess Baggage                      | <input checked="" type="checkbox"/> MILAIR (inter/intra theater) |
| <input checked="" type="checkbox"/> Billeting***                 | <input type="checkbox"/> Fuel Authorized                     | <input checked="" type="checkbox"/> MWR                          |
| <input type="checkbox"/> CAAF*                                   | <input checked="" type="checkbox"/> Govt Furnished Meals**** | <input checked="" type="checkbox"/> Transportation               |
| <input checked="" type="checkbox"/> Controlled Access Card (CAC) | <input type="checkbox"/> Military Banking                    | <input type="checkbox"/> Military Clothing                       |
| <input checked="" type="checkbox"/> Installation Access Badge    | <input type="checkbox"/> Laundry                             |  |
| <input checked="" type="checkbox"/> Military Exchange            | <input type="checkbox"/> None                                |  |
| <input type="checkbox"/> Embassy Services Kabul**                |  |  |

Third-Country National (TCN) Employees

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> N/A                                  | <input checked="" type="checkbox"/> DFACs****                | <input type="checkbox"/> Mil Issue Equip                         |
| <input type="checkbox"/> Authorized Weapon*****               | <input type="checkbox"/> Excess Baggage                      | <input checked="" type="checkbox"/> MILAIR (inter/intra theater) |
| <input checked="" type="checkbox"/> Billeting***              | <input type="checkbox"/> Fuel Authorized                     | <input checked="" type="checkbox"/> MWR                          |
| <input type="checkbox"/> CAAF*                                | <input checked="" type="checkbox"/> Govt Furnished Meals**** | <input type="checkbox"/> Military Clothing                       |
| <input type="checkbox"/> Controlled Access Card (CAC)         | <input type="checkbox"/> Military Banking                    | <input checked="" type="checkbox"/> Transportation               |
| <input checked="" type="checkbox"/> Installation Access Badge | <input type="checkbox"/> Laundry                             | <input type="checkbox"/> All                                     |
| <input checked="" type="checkbox"/> Military Exchange         | <input type="checkbox"/> None                                |  |

Local National (LN) Employees

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> N/A               | <input type="checkbox"/> DFACs****                | <input type="checkbox"/> Mil Issue Equip        |
| <input type="checkbox"/> Authorized Weapon*****       | <input type="checkbox"/> Excess Baggage           | <input type="checkbox"/> MILAIR (intra theater) |
| <input type="checkbox"/> Billeting***                 | <input type="checkbox"/> Fuel Authorized          | <input type="checkbox"/> MWR                    |
| <input type="checkbox"/> CAAF*                        | <input type="checkbox"/> Govt Furnished Meals**** | <input type="checkbox"/> Military Clothing      |
| <input type="checkbox"/> Controlled Access Card (CAC) | <input type="checkbox"/> Military Banking         | <input type="checkbox"/> Transportation         |
| <input type="checkbox"/> Installation Access Badge    | <input type="checkbox"/> Laundry                  | <input type="checkbox"/> All                    |
| <input type="checkbox"/> Military Exchange            | <input type="checkbox"/> None                     |   |

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\* CAAF is defined as Contractors Authorized to Accompany Forces.

\*\* Applies to US Embassy Life Support in Afghanistan only. See special note below regarding Embassy support.

\*\*\* Afghanistan Life Support. Due to the drawdown of base life support facilities throughout the country, standards will be lowering to an “expeditionary” environment. Expeditionary standards will be base specific, and may include down grading from permanent housing (b-huts, hardened buildings) to temporary tents or other facilities.

\*\*\*\*Check the “DFAC” AND “Government Furnished Meals” boxes if the contractor will have access to the DFAC at no cost. “Government Furnished Meals” (GFM) is defined as meals at no cost to the contractor (e.g., MREs, or meals at the DFAC. If GFM is checked, “DFAC” must also be checked.

Due to drawdown efforts, DFACS may not be operational. Hot meals may drop from three per day to one or none per day. MREs may be substituted for DFAC-provided meals; however, contractors will receive the same meal standards as provided to military and DoD civilian personnel.

\*\*\*\*\*Military Banking indicates “approved use of military finance offices to either obtain an Eagle Cash Card or cash checks.

\*\*\*\*\*Authorized Weapon indicates this is a private security contract requirement and contractor employees, upon approval, will be authorized to carry a weapon. If the service is NOT a private security contract, the checking of this box does NOT authorize weapons for self-defense without the approval of the USFOR-A Commander in accordance with USFOR-A policy. After award, the contractor may request arming for self-defense off a U.S. installation to the Contracting Officer’s Representative and in CAAMS.

SPECIAL NOTE – US Embassy Afghanistan Life Support: The type and amount of support that the U.S. Embassy Mission in Kabul, Afghanistan, provides to contractors, if any, must be coordinated in advance between the U.S. Mission and the contracting agency in accordance with Department of State Foreign Affairs Handbook, 2-FAH-2. Contractors are not authorized to deploy personnel requiring US Mission support prior to receiving clearance from the Contracting Officer.

SPECIAL NOTE ON MILAIR – MILAIR is allowed for the transportation of DoD contractor personnel (US, TCN, LN) as required by their contract and as approved in writing by the Contracting Officer or Contracting Officer Representative. Transportation is also allowed for contractor equipment required to perform the contract when that equipment travels with the contractor employee (e.g., special radio test equipment, when the contractor is responsible for radio testing or repair)

**5152.225-5914 COMMODITY SHIPPING INSTRUCTIONS (AUG 2011)**

**(a) USFOR-A FRAGO 10-200.** United States Forces Afghanistan (USFOR-A) has directed that all shipments into and out of the Combined Joint Operations Area - Afghanistan (CJOA-A) be coordinated through the Defense Transportation System (DTS) in order to expedite the customs clearance process and facilitate the use of in-transit visibility for all cargo in the CJOA-A.

**(b) Information regarding the Defense Transportation System (DTS).** For instructions on shipping commodity items via commercial means using DTS, see the following websites:

1. Defense Transportation Regulation – Part II Cargo Movement - Shipper, Trans-shipper, and Receiver Requirements and Procedures: [http://www.transcom.mil/dtr/part-ii/dtr\\_part\\_ii\\_203.pdf](http://www.transcom.mil/dtr/part-ii/dtr_part_ii_203.pdf)

2. Defense Transportation Regulation – Part II 4 Cargo Movement – Cargo Routing and Movement: [http://www.transcom.mil/dtr/part-ii/dtr\\_part\\_ii\\_202.pdf](http://www.transcom.mil/dtr/part-ii/dtr_part_ii_202.pdf)

3. Defense Transportation Regulation – Part V - Department of Defense Customs and Border Clearance Policies and Procedures: [http://www.transcom.mil/dtr/part-v/dtr\\_part\\_v\\_512.pdf](http://www.transcom.mil/dtr/part-v/dtr_part_v_512.pdf)

**(c) Responsibilities of the vendor carrier representative, shipping expediter, and/or customs broker:**

1. Afghanistan Import Customs Clearance Request Procedures: The carrier, shipping expediter, and/or customs broker is responsible for being knowledgeable about the Afghan Customs Clearance Procedures.

2. Status of Customs Clearance Requests: All inquiries regarding the status of a customs clearance request prior to its submission to Department of Defense (DoD) Customs and after its return to the carrier representative or shipping expediter should be directed to the carrier or shipping agent.

3. Customs Required Documents: The carrier representative or shipping expediter is required to provide the DoD Contracting Officer Representative (COR) with all documentation that will satisfy the requirements of the Government of the Islamic Republic of Afghanistan (GIROA).

**(d) Required Customs Documents:** Documents must be originals (or copies with a company stamp). Electronic copies or photocopied documents will not be accepted by GIROA. The carrier is responsible for checking the current requirements for documentation with the Afghanistan Customs Department (ACD) as specified by the U.S. Embassy Afghanistan's SOP for Customs Clearance Requests Operations <http://trade.gov/static/AFGCustomsSOP.pdf> and paragraph 4 below.

1. The U.S. Ambassador Afghanistan diplomatic note guarantees that the U.S. Government

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(USG) shipments are exempt from Afghanistan Customs duties and taxes. USG shipments do not provide commercial carriers with the authority to unnecessarily delay shipments or holdover shipments in commercial storage lots and warehouses while en route to its final destination. The U.S. Embassy expects that shipments will be expedited as soon as customs clearance paperwork is received from the respective GIRoA officials.

2. Imports: Documentation must list the year, make, model, and color of the commodity, the commodity Identification Number (if applicable) and for vehicles, the Engine Block Number. The following documentation is required for all import shipments:

- (a) An original Customs Clearance Request (CCR) prepared by the COR in accordance with Afghanistan customs guidance referenced in paragraph 4 below.
- (b) Bills of Lading (for shipments by sea), Airway Bills (for shipments by air) or Commodity Movement Request (CMRs) (for overland shipments). In the consignee block, type in “US Military”. This will help the Afghan Customs officials to recognize that the shipment belongs to the US Military and, therefore, the shipment is subject to tax exemption provisions as specified under the current Diplomatic Note or Military Technical Agreement (MTA).
- (c) Shipping Invoices.
- (d) Packing Lists. Required only if the shipping invoice does not list the cargo.
- (e) An Afghan Government Tax Exemption Form (Muaffi Nama) purchased from the Department of Customs and Revenue and prepared in the local language by the carrier representative, shipping agent, or customs broker.
- (f) A Diplomatic Note, prepared by DoD Customs, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions. Please note that DoD Customs is not responsible for registering vehicles.
- (g) Commercially-owned equipment such as vehicles, construction machinery or generators that are leased and imported to Afghanistan for the performance of a USG contract may be subject to taxes and duties as determined by GIRoA. If commercially-owned equipment is imported into Afghanistan in a duty-free status, that duty-free status only applies as long as the equipment is under the exclusive use of the USG contract. If the equipment is released at the end of the contract, applicable GIRoA duties and taxes will apply to the owner if the equipment is not exported from Afghanistan or transferred to another USG contract.
- (h) USG-owned vehicles must be exported at the conclusion of the project period or transferred to another USG entity. Under certain conditions, the USG may transfer equipment or vehicles to GIRoA.

3. Exports: The following documentation is required for all export shipments:

- (a) An original CCR prepared by the COR. If COR is not available, the Contracting Officer

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(KO) will prepare the CCR.

(b) Invoices.

(c) Packing Lists. Required only if the shipping invoice does not list the cargo.

(d) A Diplomatic Note, prepared by the DoD Customs Cell, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions.

4. Customs requirements from the GIRoA may change with little notice. For current detailed instructions on customs guidelines in Afghanistan, refer to “The Instruction for Customs Clearance Request (Import/Export) Operations.” In all cases, the carrier is required to obtain a copy of this document, found at the following link: <http://trade.gov/static/AFGCustomsSOP.pdf>

**(e) Point of contact (POC) for customs issues is the USFOR-A Joint Security Office (JSO) J3** at DSN: 318-449-0306 or 449-0302. Commercial to DSN conversion from the United States is (732) 327-5130, choose option #1, and then dial 88-318 followed by your seven-digit DSN number.

<b>5152.225-5915 CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY (JUN 2014)</b>
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(a) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the contractor accepts the risks associated with required contract performance in such operations.

(1) Unaccounted Personnel: It is the expectation of the USG that any contractor brought into Afghanistan for the sole purposes of performance of work on a USG contract must be accounted for at all times by their respective employers. Additionally, contractors who maintain living quarters on a USG base shall verify the location of each of its employees' living quarters a minimum of once a month. If a DoD contracted employee becomes missing and evidence does not indicate foul play, a Personnel Recovery (PR) event is NOT automatically triggered. Such an event will be treated as an accountability battle drill by the employer's chain of command or civilian equivalent.

(2) Contractor Responsibilities: The contractor is responsible to take all necessary steps to locate and investigate the unaccounted for employee(s) whereabouts to the maximum extent practicable. To assist in this process, contractors may use the Operational Contracting Support Drawdown Cell as a resource to track or research employee's last known location and/or to view LOA's. All missing personnel will be immediately reported to the installation division Personnel Recovery Officer (PRO), Mayor's cell, Military Police Station and/or the Criminal Investigative Division, and the Base Defense Operations Center (BDOC).

(3) Contractor Provided Information: If it is determined that a potential criminal act has occurred,

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the USD PRO (or USFOR-A Personnel Recovery Division (PRD) with prior coordination) will attempt to validate the missing person’s identity through the employer. The contractor shall provide the information to PRD within 12 hours of request. The required information the contractor should keep on file includes but is not limited to: copy of the individuals Letter of Authorization generated by the Synchronized Pre-deployment and Operational Tracker System (SPOT), copy of passport and visas, housing information of where the individual resides such as room number and location, DD Form 93, Record of Emergency Data, copy of badging, and contact information for known friends or associates.

(b) If USFOR-A PRD determines through investigation that the unaccounted personnel have voluntarily left the installation either seeking employment with another contractor or other non- mission related reasons, PRD will notify the contractor. The contractor shall ensure that all government-related documents such as LOA’s, visas, etc. are terminated/reconciled appropriately within 24 hours of notification by PRD in accordance with subparagraph (a)(8) of DFARS clause 252.225-7997 entitled “Contractor Demobilization”. Contractors who fail to account for their personnel or whose employees create PR events will be held in breach of their contract and face all remedies available to the Contracting Officer.

(c) Contractors shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur. Report the following information:

Contract Number  
Contract Description & Location  
Company Name

Reporting party: Name  
Phone number e-  
mail address

Victim:  
Name  
Gender (Male/Female) Age  
Nationality  
Country of permanent residence

Incident:  
Description  
Location Date and  
time

Other Pertinent Information

**252.229-7001 Tax Relief – Basic (Sep 2014) DFARS**

- (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: \_\_\_\_\_ RATE (PERCENTAGE): \_\_\_\_\_

- (b) 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.

**252.243-7002 Requests for Equitable Adjustment (Dec 2012) DFARS**

- (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. 2410(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 15.403-3 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.

<b>5152.247-5900 INBOUND/OUTBOUND CARGO AND CONTRACTOR EQUIPMENT CENSUS (APR 2012)</b>
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a. Movement and coordination of inbound and outbound cargo in Afghanistan is critical to ensuring an effective drawdown. The contractor shall provide visibility of their inbound cargo and equipment via the Synchronized Pre-Deployment Operational Tracker (SPOT) census for their contract. This requirement includes the prime and subcontractors at all tiers cargo and equipment. The contractor shall report any individual piece of equipment valued at \$50,000 or more. Incoming cargo and equipment census data shall be input 30 days prior to start of performance or delivery of supplies and quarterly thereafter for inbound and outbound equipment.

b. This reporting is required on Rolling Stock (RS), Non Rolling Stock (RNRS), and Twenty Foot Equivalent Units (TEU). The following definitions apply to these equipment/cargo categories:

1. Rolling Stock (RS): All equipment with wheels or tracks, that is self-propelled, or is un-powered and can be towed by a vehicle on a roadway. Also includes standard trailer mounted equipment such as generators, water purification equipment, and other support equipment with permanent wheels. Specific examples of R/S include Wheeled Armored Vehicles (WAVS), Mine-Resistant Ambush-Protected (MRAP) family of vehicles (FOVS), and Highly Mobile Multipurpose Wheeled Vehicles (HMMWVS).
2. Non Rolling Stock (RNRS): All equipment that is not classified as Rolling Stock. Includes equipment that is not trailer-mounted or originally designed to be driven or towed over a roadway.
3. Twenty foot Equivalent Units (TEU): Standard unit for describing a ship's cargo capacity, or a shipping terminal's cargo handling capacity. One TEU represents the cargo capacity of a standard intermodal shipping container, 20 feet long, 8 feet wide, and 8.5 feet high. One TEU is equivalent to 4 QUADCONS and 3 TRICONS. One TEU has an internal volume of 1,166 cubic feet.

c. This data will be used by United States Forces-Afghanistan (USFOR-A) to assist in tracking the drawdown of Afghanistan. The contractor is responsible for movement of their own cargo and equipment. The data provided by contractors is for informational purposes only in order to plan and coordinate the drawdown effort. The Government assumes no responsibility for contractor demobilization except as stated in individual contract terms and conditions.

<b>52.252-2      CLAUSES INCORPORATED BY REFERENCE (FEB 1998)</b>
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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/far/index.html>;
- DFARS: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>
- DLAD: <http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx>

*The following additional clauses are incorporated by reference:*

<u>CLAUSE NUMBER</u>	<u>TITLE/ DATE</u>
252.201-7000	Contracting Officer’s Representative (DEC 1991) DFARS
52.203-3	Gratuities (APR 1984) FAR
52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006) FAR
52.203-13	Contractor Code of Business Ethics and Conduct (OCT 2015) FAR
252.203-7000	Requirements Relating to Compensation of Former DOD Officials (SEP 2011) DFARS
252.203-7002	Requirement to Inform Employees of Whistleblower Rights (SEP 2013) DFARS
252.203-7003	Agency Office of the Inspector General (AUG 2019) DFARS
252.203-7005	Representation Relating to Compensation of Former DoD Officials (NOV 2011) DFARS
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011) FAR

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<u>CLAUSE NUMBER</u>	<u>TITLE/ DATE</u>
52.204-7	System for Award Management (OCT 2018) FAR
52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011) FAR
52.204-13	System for Award Management Maintenance (OCT 2018) FAR
52.204-16	Commercial and Government Entity Code Reporting (JUL 2016) FAR
52.204-18	Commercial and Government Entity Code Maintenance (JUL 2016) FAR
252.204-7003	Control of Government Personnel Work Product (APR 1992) DFARS
252.204-7004	LEVEL I ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (FEB 2019)
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016) DFARS
52.204-9000	Contractor Personnel Security Requirements (JUL 2015) DLAD
252.205-7000	Provision of Information to Cooperative Agreement Holders (DEC 1991) DFARS
52.208-9	Contractor Use of Mandatory Sources of Supply or Services (MAY 2014) FAR
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015) FAR
52.209-7	Information Regarding Responsibility Matters (OCT 2018) FAR
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) FAR
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country That is a State Sponsor of Terrorism (MAY 2019) DFARS
52.211-5	Material Requirements (AUG 2000) FAR
52.211-17	Delivery of Excess Quantities (SEP 1989) FAR
252.211-7006	Passive Radio Frequency Identification (DEC 2019) DFARS
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data FAR

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<u>CLAUSE NUMBER</u>	<u>TITLE/ DATE</u>
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, Alt IV (OCT 2010) FAR
52.216-19	Order Limitations (OCT 1995) FAR
52.216-22	Indefinite Quantity (OCT 1995) FAR
252.216-7006	Ordering (SEP 2019) DFARS
52.219-8	Utilization of Small Business Concerns (OCT 2018) FAR
52.219-16	Liquidated Damages -- Subcontracting Plan (JAN 1999) FAR
252.219-7003	Small Business Subcontracting Plan (DoD Contracts) – Basic (MAY 2019) DFARS
52.222-29	Notification of Visa Denial FAR (APR 2015)
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan (MAR 2015) FAR
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000) FAR
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification (AUG 2018) FAR
252.225-7001	Buy American and Balance of Payments Program – Alternate I (DEC 2017) DFARS
252.225-7002	Qualifying Country Sources as Subcontractors DFARS (DEC 2017) DFARS
252.225-7004	Report of Intended Performance Outside the United States and Canada—Submission after Award (MAY 2019) DFARS
252.225-7005	Identification of Expenditures in the United States (JUN 2005) DFARS
252.225-7012	Preference for Certain Domestic Commodities (DEC 2017) DFARS
252.225-7021	Trade Agreements—Basic (DEC 2017) DFARS
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States (OCT 2015) DFARS
252.225-7041	Correspondence in English (JUN 1997) DFARS

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<u>CLAUSE NUMBER</u>	<u>TITLE/ DATE</u>
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (JUN 2015)
252.225-7048	Export-Controlled Items (JUN 2013) DFARS
252.225-7975	Additional Access to Contractor and Subcontractor Records (DEVIATION 2020-O0001) (NOV 2019)
252.225-7979	Additional Access to Contractor and Subcontractor Records in the United States Central Command Theater of Operations (DEVIATION 2018-O0008)
252.225-7993	Prohibition on Providing Funds to the Enemy (DEVIATION 2020-O0001) (NOV 2019)
252.225-7995	Contractor Personnel Performing in the United States Central Command Area of Responsibility (Deviation 2015-O0009) (SEP 2017)
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (APR 2019) DFARS
52.228-3	Workers' Compensation Insurance (Defense Base Act) (JUL 2014) FAR
52.229-6	Taxes -- Foreign Fixed-Price Contracts (FEB 2013) FAR
252.229-7000	Invoices Exclusive of Taxes or Duties (JUN 1997) DFARS
52.232-17	Interest (MAY 2014) FAR
52.232-37	Multiple Payment Arrangements (MAY 1999) FAR
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports (DEC 2018) DFARS
252.232-7008	Assignment of Claims (Overseas) (JUN 1997) DFARS
252.232-7010	Levies on Contract Payments (DEC 2006) DFARS
52.233-1	Disputes (MAY 2014) FAR
52.233-2	Service of Protest (SEP 2006) FAR
52.233-3	Protest after Award (AUG 1996) FAR
252.233-7001	Choice of Law (Overseas) (JUN 1997) DFARS

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<u>CLAUSE NUMBER</u>	<u>TITLE/ DATE</u>
252.237-7019	Training for Contractor Personnel Interacting with Detainees (JUN 2013)DFARS
52.242-13	Bankruptcy (JUL 1995) FAR
52.242-15	Stop-Work Order (AUG 1989) FAR
252.243-7001	Pricing of Contract Modifications (DEC 1991) DFARS
252.244-7000	Subcontracts for Commercial Items (JUN 2013)
52.245-1	Government Property (JAN 2017) FAR
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military (OCT 2010) DFARS
52.246-9045	Federal Food, Drug and Cosmetic Act-Wholesale Meat Act DLAD
52.247-34	F.o.b. Destination (NOV 1991) FAR
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) FAR
252.247-7023	Transportation of Supplies by Sea (FEB 2019)DFARS
52.247-9012	Requirements for Treatment of Wood Packaging Material (WPM) DLAD
52.251-1	Government Supply Sources (APR 2012) FAR
252.251-7000	Ordering From Government Supply Sources (AUG 2012) DFARS
52.252-2	Clauses Incorporated by Reference (FEB 1998) FAR
52.253-1	Computer Generated Forms (JAN 1991) FAR

*The following additional procurement language is hereby incorporated into this contract in full text:*

**ECONOMIC PRICE ADJUSTMENT – ACTUAL MATERIAL COSTS FOR DLA TROOP SUPPORT - SUBSISTENCE PRODUCT PRICE BUSINESS MODEL**

(a) Warranties: For the portion of the schedule that is covered by this economic price adjustment (EPA) clause, the Contractor warrants that --

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

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

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

(1) “Contract unit price” means the total 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 #10 for prime vendor fresh fruits and vegetables (FF&V) 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 based on 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 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 up-front 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 clause or other applicable provision of the contract. Only the product price component of the Contract unit price is subject to adjustment under this clause. After the first ordering month, if the Contractor’s product price changes for any or all contract unit prices, the Contract unit price shall be changed in the next month’s ordering catalog upon the Contractor’s request, submitted in accordance with paragraph iii below, by the same dollar amount of the change in the Product price, subject to the limitations in paragraph (d). The price change shall be effective at the beginning of the next ordering month. All ordering catalog unit prices computed in accordance with this clause and in effect when an order is placed shall remain in effect for that order through delivery. DLA Troop Support will be charged the Contract unit price in effect at the time of each order regardless of any changes in the unit price occurring in any subsequent ordering month.

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(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:

$$\text{Supplier A} - 40\% \times \$5.70 = \$2.28$$

$$\text{Supplier B} - 30\% \times \$5.90 = \$1.77$$

$$\text{Supplier C} - 30\% \times \$6.30 = \$1.89$$

$$\text{Product price} = \$5.94$$

(iii) Updates to the product price: All notices and requests for new item product prices and price changes shall be submitted monthly, no later than **5:00 PM** local Philadelphia, Pennsylvania, United States (U.S.) time one week prior to the first day of the next ordering month, to be effective in the next ordering month'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 month's ordering catalog and each Contract unit price shall be changed by the same dollar amount of the change in the product price in the next month's ordering catalog.

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

(v) Price change requests that the Contracting Officer questions or finds to be inconsistent with the requirements of this clause shall not be posted until the Contracting Officer specifically authorizes the posting. If the Contracting Officer does not notify the

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Contractor by close of business local Philadelphia, Pennsylvania, U.S. time on the **Friday** day immediately following the **Monday** that a price or a price change request is being questioned or has been found to be erroneous, the price change(s) will post to the ordering catalog effective the beginning of the following ordering month. The posting of updated prices in the ordering catalog, calculated in accordance with this clause, constitutes a modification to this contract. No further contract modification is required to effect this change.

(vi) Should the Contracting Officer determine that, or question whether, a price change request contained an erroneous unit price or price change, or cannot otherwise determine the changed price(s) to be fair and reasonable, such as when the changed price(s) is (are) higher than lower product prices for items of comparable quality which are reasonably available to the Government or Contractor from other sources, the Contracting Officer will so advise the Contractor, prior to close of business local Philadelphia, Pennsylvania, U.S. time on the **Friday** immediately following the **Monday**. If the Contracting Officer cannot determine a price fair and reasonable, and the Contracting Officer and the Contractor cannot negotiate a fair and reasonable price, the Contracting Officer may reject any price change and direct in writing that the item in question be removed from the Contractor's ordering catalog, without Government liability. The Contracting Officer may subsequently remove any such item from the ordering catalog if the Contractor fails to remove it. The Government has the right to procure such removed items from any alternate source of supply, and the failure of the Contractor to supply such item will be considered a negative instance of performance.

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

(2) Limitations: All adjustments under this clause shall be limited to the effect on contract unit prices of actual increases or decreases in the product prices for material. There shall be no upward adjustment for --

(i) Supplies for which the product price is not affected by such changes;

(ii) Changes in the quantities of material; and

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

(d) Upward ceiling on economic price adjustment: The aggregate of contract product price increases for each item under this clause during the contract period inclusive of any option period(s) or tiered pricing period(s) shall not exceed **30% (60% for fresh fruits and vegetables (FF&V))** of the initial Contract product price, except as provided below:

(1) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. In the event the latest actual market price for an item would result in a Contract unit price that will exceed the allowable ceiling price under the contract, then the Contractor shall immediately notify the Contracting Officer in writing or via its EDI 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 clause.

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

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

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

Note: The Contracting Officer’s Fair and Reasonable determination for price change items shall be performed once the item is in the vendor’s OCONUS inventory and ready to be added to the catalog via 832 transactions as prescribed in the Economic Price Adjustment (EPA), Economic Price Adjustment – Actual Material Costs for Subsistence Product Price Business Model.

**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.

**IN PERSONAM JURISDICTION FOR CIVIL OR CRIMINAL ACTIONS BROUGHT BY THE UNITED STATES GOVERNMENT (DEC 2009)**

- a. Definitions, as used in this clause,
  - (1) Contractor- For purposes of this clause the term “contractor” includes both the contractor and subcontractors at any tier and any employees of the contractor or any subcontractor performing work under or in connection with the contract.
  - (2) United States- For purposes of this clause the term “United States” means the 50 States and the District of Columbia. The term does not include any military installation or facility located outside the United States, as so defined.
- b. The contractor consents to and, in the event of initiation of an action by the United States, shall also consent at that time to in personam jurisdiction over the contractor by the Federal courts of the United States with respect to any civil or criminal action brought by the United States Government based on any act or failure to act of the contractor in the performance of or otherwise arising from or related to this contract. The contractor further agrees to accept service of process with regard to any such action, failing which the contractor shall be deemed to be subject to the in personam jurisdiction of any Federal court of competent subject matter jurisdiction through operation of this clause.
- c. Consent to in personam jurisdiction pursuant to this clause shall not operate to deprive or terminate in personam jurisdiction in any other court that otherwise has in personam jurisdiction under applicable law.

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- d. Where a cause of action arises from an act or omission occurring outside the United States, in personam jurisdiction shall lie in the United States District Court for the District of Columbia if it cannot be established in another Federal court.
- e. In the event that the value of the contract (including options) equals or exceeds \$5,000,000 and the contractor does not maintain an office in the United States, the contractor shall designate an agent located in the United States for service of process in any action covered by this clause, and provide the name and address of that agent to the Contracting Officer.
- f. The contractor shall include this clause in any subcontracts under this contract, and each subcontractor shall include this clause in any of its subcontracts

**SANITARY CONDITIONS**

(a) Food establishments.

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

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

(i) Meat and meat products and poultry and poultry products may be supplied from establishments which are currently listed in the “Meat, 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/wps/portal/fsis/topics/inspection/mpi-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) at <http://www.ams.usda.gov/poultry/grading.htm>.

(iv) Egg products (liquid, dehydrated, frozen) may be supplied from establishments listed in the “Meat, Poultry and Egg Product Inspection Directory” published by the USDA FSIS at [http://apps.ams.usda.gov/plantbook/Query\\_Pages/PlantBook\\_Query.asp](http://apps.ams.usda.gov/plantbook/Query_Pages/PlantBook_Query.asp). All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

(v) Fish, fishery products, seafood, and seafood products may be supplied from establishments listed under “U.S. Establishments Approved For Sanitation And For Producing USDC Inspected Fishery Products” in the “USDC Participants List for Firms, Facilities, and Products”, published electronically by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration Fisheries (USDC, NOAA) (available at: <https://www.fisheries.noaa.gov/topic/seafood-commerce-certification>). 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.



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(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 <http://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 <http://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: <http://www.ams.usda.gov/AMSV1.0/getfile?dDocName=STELPRD3651022>) 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>.

(3) 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 from National Technical Information Service, 5301 Shawnee Road, Alexandria, VA 22312 ; 1-888-584-8332 ; or download from web site: [http://www.apd.army.mil/pdf/files/r40\\_657.pdf](http://www.apd.army.mil/pdf/files/r40_657.pdf)) For the most current listing of exempt plants/products, see the Worldwide Directory (available at: <http://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDApprovedFoodSources.aspx>).

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

(5) When the Military Medical Service or other Federal agency acceptable to the Military Medical Service determines the levels of food safety and food defense of the establishment or its products have or may lead to product contamination or adulteration, the Contracting Officer will suspend the work until

such conditions are remedied to the satisfaction of the appropriate inspection agency. Suspension of the work shall not extend the life of the contract, nor shall it be considered sufficient cause for the Contractor to request an extension of any delivery date. In the event the Contractor fails to correct such objectionable conditions within the time specified by the Contracting Officer, the Government shall have the right to terminate the contract in accordance with the “Default” clause of the contract.

(b) Delivery conveyances.

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

***The following Procurement Notes are hereby incorporated into this contract in full text:***

**C03 Contractor Retention of Supply Chain Traceability Documentation (SEP 2016)**

(1) By submitting a quotation or offer, the contractor agrees that, when the contractor is not the manufacturer of the item, it is confirming that it currently has or will obtain before delivery and shall retain documented evidence (supply chain traceability documentation) that the item is from the approved manufacturer and conforms to the technical requirements. The retention period is five years after final payment under this contract.

(2) At a minimum, the supply chain traceability documentation for the item shall include: basic item description, part number and/or 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 item(s) acceptance by the Government. The documentation should also include, where available, the manufacturer's batch identification for the item(s), such as date codes, lot codes, or serial numbers.

(3) Examples of acceptable supply chain traceability documentation can be found at:

<http://www.dla.mil/LandandMaritime/Business/Selling/Counterfeit-Detection-Avoidance-Program/>

(4) The contractor shall immediately make available documentation upon request of the contracting officer. The contracting officer determines the acceptability and sufficiency of documentation. If the contractor fails to retain or provide the documentation or the contracting officer finds the documentation

to be unacceptable, corrective action may be taken including, but not limited to, cancellation of undelivered orders or rejection of delivered supplies.

### **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/noncompetitive 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,

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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.

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**AUTHORIZED NEGOTIATORS**

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this contract.

1. Jay Ward, Chief Executive Officer  
[Jay.Ward@anham.com](mailto:Jay.Ward@anham.com)  
703-448-3777
  
2. David Braus, ~~Managing Director~~  
[David.Braus@anham.com](mailto:David.Braus@anham.com)  
703-448-3777
  
3. Gaven Jones, President  
[Gaven.Jones@anham.com](mailto:Gaven.Jones@anham.com)  
971(0) 528288570
  
4. ~~Marzia Spanta~~  
~~[Marzia.Spanta@anham.com](mailto:Marzia.Spanta@anham.com)~~  
~~703-448-3777~~

## **I. INTRODUCTION**

This contract involves subsistence Prime Vendor support to military and other authorized customers located throughout the country of Afghanistan. U.S. operations within Afghanistan have been deemed a “contingency operation” as defined in Federal Acquisition Regulation (FAR) 2.101, see [http://www.acq.osd.mil/dpap/pacc/cc/international\\_operations.html](http://www.acq.osd.mil/dpap/pacc/cc/international_operations.html). This designation, though accurate as of the time of contract award, is subject to change depending upon numerous factors affecting the region. The Prime Vendor must be aware of the overall fluidity of the political, economic, security, and military climate of the region and consult with the U.S. Department of State ([www.travel.state.gov](http://www.travel.state.gov)) and other appropriate resources for the latest information on the political and security conditions inside Afghanistan. The contractor bears all risk and responsibility for personal injury or death of its employees or agents, or subcontractor employees or agents, or for any damage to, loss of or demurrage of equipment during the transportation of product into and within Afghanistan.

The Defense Logistics Agency-Troop Support (DLA-Troop Support) has entered into a Fixed Price Indefinite Delivery Indefinite Quantity (IDIQ), with Economic Price Adjustment (EPA), contract with ANHAM FZCO (ANHAM) who will act as a Prime Vendor responsible for the supply and delivery of semi-perishable and perishable item food items as well as non-food Food Service Operating Supply (FSOS) items. The Prime Vendor must be capable of supplying all chilled products, semi perishable food products, frozen fish, meat and poultry, other frozen foods (fruits, vegetables, prepared foods, etc.), dairy and ice cream products, fresh and frozen bakery products, beverage base & juices (for dispensers), beverages & juices (non-dispenser), fresh fruits and vegetables, non-food items and Government Furnished Material (GFM) such as Unitized Group Rations (UGR’s), Meals Ready to Eat (MREs), Health and Comfort packs (HCPs) and other operational ration items either currently in existence or to be introduced during the term of this contract.

The Prime Vendor is required to support all authorized DLA customers located in Afghanistan (i.e. 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 authorized customers. Though the contract describes existing customers known to the Contracting Officer at the time of the contract’s issuance, other customers, including military, Department of Defense (DoD), or non-DOD, may be added as necessary during the life of the contract. The addition of said customers located within the contract’s specified region will be at no additional cost to the Government. Any change in the place(s) of performance cited in the contract is prohibited unless it is specifically approved in advance by the Contracting Officer at no additional charge to the Government.

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The contract shall be for a term of 60 months, with three separate pricing tiers. The first tier shall be for a 24-month period (inclusive of an up to 140 day ramp-up period followed by the performance period which would be the balance of the 24-months depending on the length of ramp-up). The second tier shall be an 18-month performance period immediately following the first tier. The third and final tier will be an additional 18-month performance period directly following the second tier. The price for all aspects of performance detailed in the Statement of Work (SOW) below must be included in the Prime Vendor's fixed Distribution Price(s). Fixed price type contracts place the maximum risk and responsibility for all costs, and resulting profit or loss, on the Prime Vendor. Distribution Price(s) will remain fixed for the life of the contract and the Prime Vendor'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 contract, will refer to all of the delivery points under this contract.
- 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 were submitted in an ANHAM's proposal, and payment will be made for performance under any resultant contract, in U.S. dollars.
- The term "convoy security" as used throughout this Statement of Work includes security provided by the Afghanistan Public Protection Force (APPF), private or commercial security firms, and any other future GIRoA mandated entity. All costs associated with convoy security performed by the APPF, future private convoy security (PCS) firms, or any other future GIRoA mandated entity, shall be included in the non-standard distribution price, and shall be fixed for the length of each contract pricing tier.

**Afghanistan Distribution Network:** At a minimum, the Prime Vendor is required to have one Outside Continental United States (OCONUS) physical warehouse location and distribution network located within Afghanistan. This facility and distribution network shall be used to provide subsistence support of those items included on the resulting contract catalog (at award or added during contract performance) to any and all customers located within Afghanistan, including the supply of fresh items (i.e., fruits and vegetables, bakery, dairy, etc.). It is expected that the Prime Vendor will support all customers inside of Afghanistan via delivery routes originating from this warehouse location and distribution network within Afghanistan, unless otherwise authorized by the Contracting Officer. For instance, the Contracting Officer may authorize the Prime Vendor to source fresh and/or Local Market Ready (LMR) products from approved sources located within Afghanistan for direct delivery to its customers. However, these circumstances are expected to be the exception to the general rule that all

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subsistence support will originate from the Prime Vendor’s physical warehouse and distribution network within Afghanistan.

**Deliveries within Afghanistan:** While performing this contract, the Prime Vendor may be required to transport both full and empty containers and/or trucks to and from Afghanistan delivery locations during the delivery process. When convoy security is required for Afghanistan deliveries, the Prime Vendor shall arrange for its own convoy security, unless otherwise directed by the Contracting Officer. The use of convoy security and the mode of delivery used must be approved by the Contracting Officer in coordination with the customer. The Prime Vendor must fully comply with all applicable laws and regulations related to convoy security, including Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States (currently a June 2015 revision), and all appropriate clauses which may supplement it or supersede it. Currently, the only security authorized in Afghanistan is provided by the Afghanistan Public Protection Force (APPF). DLA Troop Support will not be responsible for the payment of Afghanistan Public Protection Force services. The U.S. Government and/or U.S Military will not offer any support or protection to the contractor. As previously described, U.S. military operations within Afghanistan are designated “contingency operations.” Travel within Afghanistan remains very dangerous as various forms of terrorist and other criminal elements remain active. Attacks against military and civilian targets, including private security convoys, continue throughout Afghanistan. All offerors were strongly advised to take these concerns into consideration when preparing a proposal in response to solicitation SPE300-17-R-0018. All offerors were advised to consult the U.S. Department of State and other appropriate resources for the latest information on the political and security conditions present in Afghanistan.

**II. ESTIMATED VALUE/GUARANTEED MINIMUM/MAXIMUM QUANTITY:**

**ACQUISITION VALUE:** The estimated dollar value of this contract is \$1,518,324,711.24. The maximum dollar value is \$3,036,649,422.47 inclusive of all tiered pricing periods and surge. The guaranteed minimum for the entire contract is ten percent (10%) of the estimated dollar value, which equates to \$151,832,471.12. The Government’s legal obligation under this contract shall only be that of the guaranteed minimum.

The Area of Responsibility (AOR) covered under this contract includes multiple ordering facilities (i.e. customers), as listed in the Deliveries and Performance section of this contract. Ordering facilities within this region covered by this contract 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**

1. In the event that a follow-on contract is awarded to the incumbent Prime Vendor, the contract implementation phase will be utilized to establish fully functional catalogs in accordance with the terms and conditions of the new contract. The following terms shall apply:

i. Within six (6) months after award, the incumbent 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.

ii. The incumbent Prime Vendor shall first use existing inventory that is stored at its facility or in the pipeline prior to using inventory purchased under the terms of the new contract, if those items are included on the new contract. Any such items shall be placed on the new catalog(s) at the product price as defined by the prior contract and the distribution price as defined by the new contract. The Prime Vendor shall use the existing product before new product is ordered.

iii. New product that is ordered during the ramp-up and ramp down period shall only be ordered to bring in new items requested and approved by the Government for the awarded new catalog. This product must be ordered and cataloged at the product price defined by the new contract.

iv. Product prices shall be updated on the new catalogs in accordance with the terms and conditions of the new contract.

2. In the event that a follow-on contract is awarded to a firm other than the incumbent Prime Vendor, the contract implementation phase will be utilized to ramp-up the new Prime Vendor and ramp down the incumbent. Ramp up/down planning shall begin immediately after award. The ramp up/down process is expected to be completed within 6 months after award. The following terms shall apply:

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i. Within (15) days after the incumbent Prime Vendor is notified that it has not received the contract award pursuant to this solicitation, the incumbent Prime Vendor is expected to submit a proposed ramp-down schedule to the Contracting Officer. Upon receipt and after review and discussion, the Contracting Officer will begin to provide the new Prime Vendor with the incumbent Prime Vendor's weekly Supply Chain Fitness Reports 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.

ii. It is estimated that the incumbent Prime Vendor will remain the principal source of food and non-food supplies for the first five months of the implementation period.

iii. The incumbent Prime Vendor may have stocked product available for sale to the new Prime Vendor. The new Prime Vendor is required to procure the available product offered for sale from the incumbent Prime Vendor. Any such sale shall be in accordance with the following terms and conditions. Any additional terms must be agreed upon between the two parties and will be considered a commercial agreement separate from the requirements of the resulting contract from this solicitation.

- In accordance with the average demand history for each item at time of award, quantities sold to the new Prime Vendor shall be a minimum of 4 months of stock (where available) and shall not exceed 8 months of stock, unless otherwise approved by the Contracting Officer, which would account for a total pipeline (stock on-hand and receipted replenishment quantities to include stock levels for surge and sustainment requirements). Products shall be sold to the new Prime Vendor at the "Product Price" as defined by Economic Price Adjustment – Actual Material Costs for Subsistence Product Price Business Model. The estimated value for the minimum 4 months of stock (product price only) is \$27.4M. The estimated value for the maximum 8 months of stock (product price only) is \$54.8M. The new Prime Vendor shall request and obtain supporting invoice documentation from the incumbent Prime Vendor of all items purchased for traceability and price verification purposes. Any other charges by the incumbent Prime Vendor will be billed to the new Prime Vendor separately from the Product Price and shall not be included in the new Prime Vendor's catalog pricing or otherwise reimbursed by the Government.

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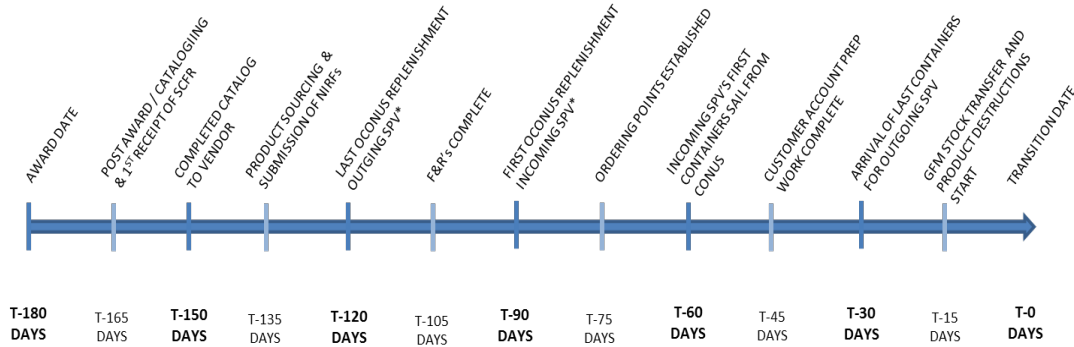
- The new Prime Vendor shall inspect all products prior to accepting the product into its warehouse. Product that fails to meet minimum contractual requirements (i.e. proper storage, shelf life remaining, etc.); product that does not have sufficient anticipated demand; and/or product that is sourced from Outside the Contiguous United States (OCOUS) Prime Vendors (i.e. fresh fruits and vegetables, etc.), may be excluded from the transaction. The new Prime Vendor will be responsible for determining whether the product meets minimum contractual requirements.
- All products purchased by the new Prime Vendor at the “Product Price” as defined by Economic Price Adjustment – Actual Material Costs for Subsistence Product Price Business Model shall be used to establish fully functional catalogs under the new contract and provide initial support to the customers under the terms and conditions of the new contract. See below section titled “Prime Vendor 832 Catalogs.”
- The new Prime Vendor will only be entitled to 50% of its standard distribution price (non-standard distribution price, if applicable, will be paid in full) for product purchased from the incumbent Prime Vendor in accordance with this section and ultimately delivered to customers under the resulting contract.

iv. All GFM that meets minimum contractual requirements will be delivered to the new Prime Vendor’s warehouse facility.

- GFM product shall be cataloged by the new Prime Vendor at a \$0 product price and the new Prime Vendor will only be entitled to 50% of its standard distribution price (non-standard distribution price, if applicable, will be paid in full) for GFM delivered by the incumbent Prime Vendor in accordance with this section and ultimately delivered to customers under the resulting contract.

v. It is the Government’s intent to have all orders placed and delivered under the new contract 5 months 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 Transition Timeline



NOTE: The implementation timeline begins on the contract award date and ends 180 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 180 day period will not re-start from the beginning. For example:

Contract Award Date: June 16, 2017  
 Stop Work Order Issued: August 05, 2017  
 Stop Work Order Rescinded: September 05, 2017  
 Implementation Timeline: June 16, 2017 – August 05, 2017  
 and September 05, 2017 – January 13, 2018

**B. CONTRACT TRANSITION OUT– RAMP DOWN**

1. As part of this contract, the 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 6 months before the expiration of this contract to allow for a coordinated ramp-down of the existing contractor and ramp-up of the follow-on contractor. The 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.

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2. During this ramp-down/transition out period, the 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. The Prime Vendor shall submit Total Asset Visibility Reports and/or other supply chain information on a weekly basis to the Contracting Officer, or in the frequency otherwise requested. The Prime Vendor consents to the disclosure of this information to the follow-on contractor. The Prime Vendor may be required to sell the OCONUS inventory to the new contractor at the conclusion of the performance period. The 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 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 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 Prime Vendor shall maintain its contractually required fill-rate. Notwithstanding other provisions of 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 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 ECONOMIC PRICE ADJUSTMENT – ACTUAL MATERIAL COSTS FOR DLA TROOP SUPPORT – SUBSISTENCE PRODUCT PRICE BUSINESS MODEL for pricing details.

2. In reference to Economic Price Adjustment – Actual Material Costs for Subsistence Product Price Business Model, paragraph (b)(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 Prime Vendor, 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}; 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 based on 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 [1A or 2A] 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.*

\*\* The contracting officer may, on a case by case basis, accept a CONUS based manufacturer/grower/private label holder's product pricing which is a national price. National Pricing is further clarified as a CONUS based manufacturer, grower or private label holder's product price, inclusive of transportation costs to a SPV CONUS distribution point. In general, the Contracting Officer will consider national pricing only for items that are sold nationally, have comparable commercial sales, and when the manufacturer/grower/private label holder's commercial practice is to offer pricing only on a nationally priced basis (i.e. a fixed price that is f.o.b. destination to any CONUS location). The contracting officer has the sole discretion to determine whether to accept national pricing, and the contracting officer's decision whether to accept national pricing will be final.

3. In reference to Economic Price Adjustment – Actual Material Costs for Subsistence Product Price Business Model, paragraph (b)(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.”*

4. In accordance with the above, the Distribution Price for this contract is broken down into Standard and Non-Standard Distribution Price elements as follows. Each distribution price shall remain fixed for the duration of each tiered pricing period. Each distribution price shall exclude ocean shipping costs referenced in Economic Price Adjustment – Actual Material Costs for Subsistence Product Price Business Model paragraph (b)(8). **NOTE: As detailed in Economic Price Adjustment – Actual Material Costs for Subsistence Product Price Business Model , paragraph (b)(3), product price is distinct from and not to be included in the standard or non-standard distribution price. (Note that for FF&V items purchased from an importer in the local markets, importer charges may be included as specified in accordance with Economic Price Adjustment – Actual Material Costs for Subsistence Product Price Business Model, paragraph (b)(3)(i)(a).)**

i. **Standard Distribution Price:** The standard distribution price is a firm fixed price and offered as a dollar amount, which represents all elements of the unit price, other than the product price and non-standard distribution prices. All performance under this SOW will be included in the standard distribution price except aspects of performance that are specifically identified as being included in the non-standard distribution price. The Prime Vendor shall not include the same performance or cost element in both the standard and non-standard distribution prices.

ii. **Non-Standard Distribution Price for Ground Movement within Afghanistan inclusive of Convoy Security:**

This non-standard distribution price category only applies when the Prime Vendor utilizes convoy security for customer deliveries within Afghanistan. This category will supplement the Prime Vendor's standard distribution price for the aforementioned support. Because of this, said non-standard distribution price, offered as a firm fixed price dollar amount, shall represent only the unique costs associated with performing contractual obligations utilizing convoy security as well as all other non-standard elements of pricing related to performance under this SOW as specifically stated in the solicitation. The non-standard distribution price established at award for each Tiered Pricing Period of the contract shall remain fixed throughout the period to which it is applicable. The non-standard distribution price shall exclude ocean shipping costs referenced in (8) below and performance included in the standard distribution price separately priced in the Schedule of Items.

NOTE: Ground Movement is the required method of transportation for support within Afghanistan at this time and will remain, absent specific direction and authorization from the Contracting Officer. Authorization of non-standard distribution pricing with or without Convoy Security/APPF shall be made by the Contracting Officer based on customer requirements.

iii. **Non-Standard Distribution Price for Ground Movement within Afghanistan without Convoy Security:**

This non-standard distribution price category only applies when the Prime Vendor provides customer support within Afghanistan WITHOUT convoy security and/or commercial air for customer deliveries within Afghanistan. This category will supplement the Prime Vendor's standard distribution price for the aforementioned support. Because of this, said non-standard distribution price, offered as a firm-fixed price dollar amount, shall represent only the unique costs associated with performing contractual obligations within Afghanistan absent convoy security and commercial air as well as all other non-standard elements of pricing related to



performance under this SOW as specifically stated in the solicitation. The non-standard distribution price established at award for each Tiered Pricing Period of the contract shall remain fixed throughout the period to which applicable. The non-standard distribution price shall exclude ocean shipping costs and performance included in the standard distribution price separately priced in the Schedule of Items.

NOTE: Ground Movement is the required method of transportation for support within Afghanistan at this time and will remain, absent specific direction and authorization from the Contracting Officer. Authorization of non-standard distribution pricing with or without Convoy Security/APPF shall be made by the Contracting Officer based on customer requirements.

iv. **Non-Standard Distribution Price for Commercial Air Movement within Afghanistan:**

This non-standard distribution price category only applies when the Prime Vendor utilizes commercial air movement for customer deliveries within Afghanistan. This scenario will arise when ground movement within Afghanistan is not possible based on conditions within the country. The Contracting Officer must authorize this type of delivery. This category will supplement the Prime Vendor's standard distribution price for the aforementioned support. Because of this, said non-standard distribution price, offered as a firm-fixed price dollar amount, shall only represent the unique costs associated with performing contractual obligations within Afghanistan utilizing commercial air as well as all other non-standard elements of pricing related to performance under this SOW as specifically stated in the solicitation. The non-standard distribution price established at award for each Tiered Pricing Period of the contract shall remain fixed throughout the period to which applicable. The non-standard distribution price shall exclude ocean shipping costs and performance included in the standard distribution price separately priced in the Schedule of Items.

NOTE: Ground Movement is the required method of transportation for support within Afghanistan at this time and will remain, absent specific direction and authorization from the Contracting Officer.

5. Pricing will be based on the following:

For Afghanistan deliveries without private security or without Prime Vendor provided airlift assets (for example under Emergency Airlifts and/or USTRANSCOM tenders are utilized):

Contract Unit Price = Product Price + Standard Distribution Price + Non-Standard Distribution Price for Ground Movement without Convoy Security

For direct vendor deliveries (DVD) within Afghanistan (i.e. the Prime Vendor purchases product from within Afghanistan and uses that manufacturer to perform the delivery service to the DLA customer(s)).

Contract Unit Price = Product Price + 50% of the Standard Distribution Price + Non-Standard Distribution Price for Ground Movement without Convoy Security

Note: Convoy security will not be authorized for DVDs.

For Afghanistan ground deliveries utilizing convoy security:

Contract Unit Price = Product Price + Standard Distribution Price + Non-Standard Distribution Price for Ground Movement with Convoy Security

For Afghanistan deliveries utilizing Prime Vendor provided airlift assets:

Contract Unit Price = Product Price + Standard Distribution Price + Non-Standard Distribution Price for Commercial Air Movement within Afghanistan

**B. DISTRIBUTION CATEGORIES**

1. The supplies and services to be procured and/or performed under this contract have been broken down into the following 24 distribution categories (categories 1 through 19 and sub-categories 1A through 5A).

Distribution Category #	Distribution Category Description	Unit of Measure
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 (For Product Price Exception A)	LB
11	OCONUS Water CS (Potable - Bottled)	CS
12	Disposal (Incl. Trans; Approved at the Contracting Officer's Discretion)	CS
13	Restocking Price for Orders Over \$10K (Approved at the Contracting Officer's Discretion)	CS
14	GFM Inspection, Storage, Rework, Relabel, Distribution, Dry (Single Case/Box) CS	CS
15	GFM Inspection, Storage, Rework, Relabel, Distribution, Dry (2 Cases per Module) EA = 2 cases	EA
16	GFM Inspection, Storage, Rework, Relabel, Distribution, Dry (3 Cases per Module) EA = 3 cases	EA
17	GFM Inspection, Storage, Rework, Relabel, Distribution, FZN CS	CS
18	Pick Up of Customer Owned Product from Customer Location	Pallet
19	Wet Ice (Potable) LB	LB

2. 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 has been eliminated, the offeror must bring it to the attention of the Contracting Officer at least 15 days BEFORE the solicitation closing date. A determination will be made at that time whether or not to add the category via an amendment to the solicitation.

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3. IAW Economic Price Adjustment – Actual Material Costs for Subsistence Product Price Business Model, paragraph (b)(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 Prime Vendor 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).

4. Once the contract has been awarded and for the duration of the five (5) 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 Sub-Category will be established within that Category (e.g., Sub-Category 1C) 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 1C; CONUS Dry would be added for \$3.00 with a UOM of CS.

- An item in Category 1 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 1D; 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 contract 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 (DFARS 252.225-7000 NOV 2014) which is located herein.

2. The source restrictions of the Berry Amendment, 10 U.S.C. 2533a as implemented in DFARS 225.70 and 252.225-7012 and included in this contract, 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

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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 to deliveries to customers throughout the region. As such, this contract 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, applies to customer deliveries within Afghanistan, as operations within Afghanistan have been designated a contingency operation. With that designation, deliveries of all non-domestic food items, not just perishable items, are permitted in Afghanistan. This exception is subject to change based on changes to contingency operation designations in the region. Please note that even with these exceptions, it is still the Government’s preference to provide domestic items to the maximum extent practicable.

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 an analysis in keeping with the Balance of Payments Program. Non-domestic items will not be added to the catalog without the prior approval of the Contracting Officer. Note: 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. The Prime Vendor shall do so at no additional cost to the Government. In this case, the associated Local Market Ready Distribution Price Category 6, 7, 8, 9, 10, or 11 shall be utilized.

**D. LOCAL MARKET READY (LMR) ITEMS:**

1. The prime vendor must have the ability to procure and perform delivery of the local market ready (LMR) items (e.g. FF&V, fresh dairy, fresh juice and beverages, water, eggs, and fresh baked product) from locally approved sources within Afghanistan.

2. Based on customer requirements reflected during cataloging, the Prime Vendor will select LMR vendors from the United States Army Public Health Command (USAPHC) listing of Sanitarily Approved Establishments and/or the Worldwide Directory of

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Sanitarily Approved Establishments for Armed Forces Procurement listing for approved local Afghanistan vendors Prime Vendor. If no vendor is identified for a particular requirement, the Prime Vendor shall identify and request USAPHC inspection for the 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 market ready items and their usage quantities are identified in the Market Basket and are included in the total estimated annual sales dollars.

**E. BRAND NAME ITEMS**

1. Based on the ordering habits of the customers listed in this contract, the current Market Basket includes numerous Brand Name items. These are items which customers have expressed a preference for, and shall 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.

Note: For information on NAPA items holders and holders, refer to the following website: (National Allowance Program Agreement):

<http://www.dla.mil/TroopSupport/Subsistence/FoodServices/mpanapa.aspx>

**F. NATIONAL CONTRACTS**

During the performance of this contract, DLA Troop Support may issue Indefinite Delivery Type Contracts (IDTCs) as National/Central Contracts for specific food items to be distributed by the Prime Vendor. 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. DLA Troop Support currently has a National Contract in place for the acquisition of chicken items and DLA Troop Support intends to put other categories of protein items onto central/national contracts.

**G. DLA TROOP SUPPORT MANUFACTURER’S PRICING AGREEMENT (MPA) PROGRAM:**

1. A DLA Troop Support Manufacturer’s Pricing Agreement (MPA) Program has been developed to maximize the leverage of DLA Troop Support’s buying power and to obtain fair and reasonable product pricing under Subsistence Prime Vendor contracts for the customers of DLA Troop Support. The agreements between DLA Troop Support and manufacturers shall identify a fixed product price for specific items that will be cataloged by the Prime Vendor. The Prime Vendor will be responsible for purchasing MPA items from the MPA holders at the product price established by the MPA.
2. The list of MPA holders, the specific items under agreement, and the fixed product prices for those items will be provided during contract implementation (ramp-up/ramp-down).
3. The Prime Vendor will be required to establish commercial agreements with the MPA holders for all MPA items cited for cataloging during the ramp-up phase of the contract. As the program is implemented, it is anticipated that 75 to 80 percent of the contract product price dollar value will be under agreement. This percentage pertains only to product shipped from CONUS manufacturers / consolidators, and does not include product such as Local Market Ready and water items, which are locally sourced. Currently, approximately 40% of the contract product price dollar value is under agreement.
4. Post implementation, the Prime Vendor must have a MPA Holder commercial agreement in place before a new MPA item may be added to the catalog. For existing cataloged items that are added to the MPA Program, the Prime Vendor must establish the MPA Holder commercial agreement within 30 days of receiving notice from the Contracting Officer. The Prime Vendor shall immediately bring to the attention of the Contracting Officer the names of MPA Holder(s) unwilling or unable to enter into a commercial agreement with the Prime Vendor, including an explanation for each. All MPA items are required to be placed on the catalog at the MPA established prices, unless otherwise approved by the Contracting Officer.
5. It is anticipated that MPA prices will remain fixed for a minimum of 30 days and a maximum of six months. Updated MPA listing will be issued to the Prime Vendor monthly via e-mail. The new MPA product prices shall be updated on the Prime Vendor catalog during the scheduled catalog update that immediately follows receipt of the new product into the Prime Vendor’s inventory.

6. Information on the DLA Troop Support MPA Program is located at the following website:

<http://www.dla.mil/TroopSupport/Subsistence/FoodServices/mpanapa.aspx>

## **H. MANDATORY ITEMS (MANDATORY FOOD PRODUCTS AND NON-FOOD ITEMS)**

1. The website for general information, 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 considered being obtained from nonprofit agencies participating in the program operated by the Committee for Purchase From People Who Are Blind or Severely Disabled (the Committee) under the AbilityOne, formerly known as Javits-Wagner-O'Day Act (JWOD) (41 U.S.C. 46- 48c).
3. When items are determined to be mandatory products, they 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 Committee. The Prime Vendor is required to expeditiously catalog the mandatory products and remove any commercial equivalent product with “essentially the same”\* product characteristics. If the removal and replacement will take longer than 30 days after notification by the Contracting Officer, the approval of the Contracting Officer must be obtained for the extension.
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, 30 days stock of mandatory products are on hand to satisfy anticipated customer demand taking into account lead times for delivery from the designated mandatory source to the Prime Vendor. If the Prime Vendor is notified that any of the below 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 items.
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



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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 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 Committee for Purchase are included in 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 Ability One Mandatory Product List (MPL) will be made on the DLA Troop Support Subsistence Ability One webpage.

11. The DLA Troop Support Subsistence Prime Vendor Ability One MPL webpages will be updated for the following changes in: prices, ordering information, contractor locations, items (additions and deletions), Ability One Approved contractors and purchase exceptions.

12. Prime Vendor should be notified via e-mail. The e-mail notification will alert the Prime Vendor to check the DLA Troop Support Subsistence Ability One Program webpage. Additionally, changes to the MPL will be bolded for easy identification. Prime Vendors 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. The Prime Vendor is required to expeditiously catalog the mandatory products and remove any commercial equivalent product with "essentially the same" product

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characteristics. Within 30 days of notification by the Contracting Officer, the Prime Vendor must provide the Contracting Officer with current details of issues (i.e. outstanding orders, product in the pipeline, etc.) and provide the date when the catalogs will be updated. The Contracting Officer will notify the Subsistence Ability One Team.

15. Any other commercial equivalent product with “essentially the same” product characteristics cannot be sold to the 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.

\*16. The following criteria should be used in determining if a commercial product is “essentially the same” as an Ability One MPL item:

- i. It has effectively the same form, fit and function.
- ii. The Ability One and commercial products may be used for the same purpose.
- iii. The Ability One 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 characteristic of the Ability One product and commercial product are not significantly different from one another

17. 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. Contracting Officers will notify the Subsistence Ability One Team.

18. Payments shall be made directly to the MPL designated source.

19. 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.

**I. 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 the 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.

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 this contract:

- 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 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.

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. 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.
- 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	PRIME VENDORPARTNO	15	Alpha-Numeric	

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Field Number	Field Description	Field Name	Width	Format	Note
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	PRIME VENDOR MARKUP	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:

1. Field #1 - This field represents the manufacturer’s part number of the product. If a valid case UPC is available, you should use the case UPC. The UPC check digit is optional. In the case where a UPC is not available, then you must use the manufacturer’s part number (SKU number) as designated by the manufacturer. All leading zeros are required. All characters such as dashes are also required if the manufacturer uses the character in their part number identifier.

2. Field #4 - This field needs to identify the manufacturer (not necessarily the supplier) of the product. If your item master has a valid case UPC and you send the UPC in field 4 there is no need to provide this field. If you do not have a valid case UPC, please indicate the manufacturer or brand name or some code indicating the same. If you use a code please provide an additional listing of those codes and their description. Please note, this is the manufacturer of the product not necessarily who supplied you the product.

3. Field #6 - This is the off-invoice allowance amount. It can be found in the NAPA table. If the product is not subject to a NAPA allowance then please set this field to zero.

4. Field #7 - This is the allowance UOM. It can be found in the NAPA table. If the product is not subject to a NAPA allowance then please leave this field blank.

5. Field #8 - Conversion to the Unit of Issue UOM. The conversion factors to equalize the allowance UOM to the unit of issue UOM. For example, if the unit of issue UOM is “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 lbs in a case. If the product is not subject to a NAPA allowance then please set this field to zero.

6. Field #9 - For each item, provide the applicable markup amount. As previously negotiated with DLA Troop Support, you have assigned a markup amount to each food category or to each item. This amount should correspond to the unit of issue measurement. This is required in order to insure that a NAPA allowance was provided off-invoice.

vii. The NAPA Program is for the exclusive use of DLA Troop Support customers purchasing product under the resultant contract.

Note: For information on NAPA items holders and holders, refer to the following website:  
<http://www.dla.mil/TroopSupport/Subsistence/FoodServices/mpanapa.aspx>

**J. 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 this contract, throughout the period of performance. For all items, the Prime Vendor 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 by the Prime Vendor 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 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 to the Government any invoices, quotes, or agreements relevant to the product price component for existing catalog items, for any new items being added to the catalog, and for requested price changes to existing catalog items. The 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 subcontracting 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-Prime Vendor’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



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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.

**K. ITEM AVAILABILITY**

1. Items must be stocked in sufficient quantities to fill all ordering activity requirements. Fluctuations, increases, decreases, and 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. 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 airlift the product from CONUS at its own expense. Use of the Defense Transportation System may be available to the Prime Vendor for these movements, however, the Prime Vendor will be responsible for reimbursing the Government for all costs associated with those movements and the associated costs are to be included in the non-standard distribution price.
3. Holiday requirements MUST be stocked in sufficient quantities to fill all ordering activity requirements 60 days prior to the actual holiday. Exceptions will be considered on a case-by-case basis and must be approved by the contacting officer.

**L. SURGE AND SUSTAINMENT**

1. The primary mission of the Defense Logistics Agency (DLA) is to support the military in peace and during contingencies. The ability to ramp-up quickly to meet early requirements, and to sustain an increased pace throughout the contingency are critical to the execution of U.S. military strategy. DLA's designation as a Combat Support Agency makes it directly responsible for the timely support of critical supplies to the Combatant Commanders in support of their operational requirements. Because of DLA's unique role, surge and sustainment capability is a primary consideration in all acquisitions. All DLA Prime Vendors 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 this contract for the life of the contract.

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2. DLA defines surge as the ability to ramp up quickly to meet early requirements normally needed within the first 30 days of a contingency. Sustainment is defined as the ability to sustain an increased pace throughout the contingency(s) for six months or longer. The spectrum of possible contingencies includes major theater and smaller scale contingency operations. A non-exhaustive list of 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 52 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 300% 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 is required to meet the surge demand in the normal contractual lead times. The Prime Vendor is required to have the ability to sustain surges of 300% 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 Prime Vendor 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 capability to ramp-up quickly to meet early requirements, as well as sustainment for an extended period of time is essential.

Mobilization – A full scale military mobilization or a national emergency could increase demand for supplies of those items and quantities listed in the Prime Vendor 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.

#### **M. FOOD SERVICE OPERATING SUPPLIES (FSOS)**

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

## **N. DISPOSAL OF PRODUCTS**

All products, prime vendor owned and government furnished material shall be properly managed by the prime vendor to avoid the need for disposal. The Government shall not be liable for any disposal costs associated with Prime Vendor products. The Government shall only be liable for disposal costs of Government Furnished Material (GFM). An example of authorized GFM disposal costs is as follows:

- The Government delivers 100 cases of product (government furnished material – GFM) to the prime vendor’s OCONUS warehouse. The GFM is properly stored and managed by the prime vendor, but never ordered by the customer and the shelf life of the 100 cases has expired. In this scenario, the Government is responsible for the disposal costs of the 100 cases (distribution category 12) only.

The costs for disposal (distribution category 12) 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. The approved invoice amount will be placed on order via Subsistence Total Ordering and Receipt System (STORES) using local stock numbers designated for itemized billing/costs, receipted, invoiced, billed and paid. 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 15<sup>th</sup> 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.

## **V. TRANSPORTATION**

### **A. BEST SERVICES**

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

1. The Prime Vendor is required to ship its products from the United States within the United States Defense Transportation System (DTS). The Prime Vendor will use contracts

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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](mailto: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 transport 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 Transportation Operations team, 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, unless another form of communication is authorized by the Contracting Officer. The Prime Vendor is 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 timely submission of its packing lists and any required documentation 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 may 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 costs of import back into the U.S. will be the responsibility of the Prime Vendor and the original transportation charges shall be reimbursed to DLA by the Prime Vendor.

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 that 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 and/or Contracting Officer Representative (as delegated). 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 four (4) 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 is responsible for properly loading and contacting the ocean carrier for drayage of the loaded container to the embarkation port. The 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

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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 is 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 has been advised by USTRANSCOM that the “Point to Point” delivery time to Afghanistan from the Eastern and Western U.S. coasts averages 120 days depending upon the point of embarkation. The delivery time for new items can range from eighty (80) to ninety-five (95) 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 contract 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 said contracts and agreements for purposes of proposing on this solicitation and consider those limitations and the associated risks when preparing offers.

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. The delays and any associated costs will be the Prime Vendor’s responsibility.

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

10. The Subsistence Prime Vendor must utilize DTS routes established by TRANSCOM, and are subject to availability. Offerors may not rely exclusively on a particular supply route.

## **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. Such shipments may include the use of the Universal Services Contract (USC), Commercial Multimodal contract (CMM), and/or any other current or future USTRANSCOM contract. The Prime Vendor's products will be shipped through DTS via commercial carriers receiving USTRANSCOM contract awards. Although these carriers are generally 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), some of which may be found at the following U.S Army Military Surface Deployment and Distribution Command website:

<https://www.sddc.army.mil/intlTrans/Pages/default.aspx>

2. During the implementation period as defined herein and/or as a requirement for offeror submission as defined in solicitation SPE300-17-R-0018, 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 claims processing and dispute 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

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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. 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 required for offeror submission for the solicitation, the Prime Vendor and the carrier(s) shall develop a claims procedure for the handling of any claims that may arise between the Prime Vendor and the carrier(s) for the products shipped by the carrier(s). This procedure shall be the basis for the resolution of any claims for loss or damage, as well as any other issues that may arise. A copy of this procedure, and any changes or updates, shall be promptly furnished to the Contracting Officer throughout the life of the contract.

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, as permitted by applicable law. Finally, the Prime Vendor should consider in 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 appropriate 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



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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 so advise the Contracting Officer.

5. 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 prime vendor 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. CUSTOMS:**

The ocean carrier via the USTRANSCOM contract will be responsible for all customs clearance from the point of debarkation through to the Prime Vendor's OCONUS facility(s) when using DTS. Therefore, the Prime Vendor is only responsible for customs clearance from his OCONUS facility(s) to the final delivery points within the region, or when transportation occurs outside of DTS. The Prime Vendor is, however, responsible for providing any necessary documentation to assist in customs clearance.

**D. PRIME VENDOR RESPONSIBILITIES REGARDING TRANSPORTATION**

1. The Prime Vendor is 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 is responsible for making a visual inspection of the container to ascertain that it is intact and that all equipment appears to be operable.
3. All freeze and chill trucks will use temperature recording devices, readings of which will be made available upon request.

4. The Prime Vendor is responsible for the van temperature verification, pre-cooling vans, when appropriate, and loading vans.
5. Unless otherwise specified in the contract, the Prime Vendor is responsible for arranging the return of empty containers to the Ocean Carrier. The Prime Vendor shall be responsible for detention charges that result from the delayed return of the empty containers.
6. International Convention for the Safety of Life at Sea (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. See additional information on these requirements in Military Surface Deployment and Distribution Command Customer Advisory CA-16-04/08-0035 dated April 8, 2016.
7. The Prime Vendor is responsible for all deliveries from the Prime Vendor's OCONUS distribution facility to all customer delivery points within Afghanistan whether by ground with convoy security, by ground without convoy security, or by air (both fixed wing and rotary wing). In addition, the Prime Vendor is also responsible for routine airlifts from out of country to the Prime Vendor's OCONUS distribution facility (e.g. FF&V airlifts from out of country), and the transportation of product from the Southern Caucasus/Central and Southern Asian States (SC / CASA) locations to the Prime Vendor warehouse(s) in Afghanistan. The contract price shall also include all tri-wall containers used in performance, if applicable, and the distribution of contractor-owned and GFM items.
8. The Prime Vendor is required to provide either dry ice or wet ice and packing using tri-walls, if pallet tri-walls are the preferred method of packaging. This product protection will be part of the Prime Vendor's operating expense addressed via the non-standard distribution price – no additional or separate fees/pricing will be paid by the Government for ice or protective packaging.
9. Conditions on the ground can change with little or no notice. At times, product may have been already packaged and delivered for shipment. U.S. Government will not be liable for the costs of the material, product or delivery due to schedule changes.

#### **E. GOVERNMENT RESPONSIBILITIES REGARDING TRANSPORTATION**

1. When using DTS, 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 Operations Team 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."

## **F. VEHICLE TRANSPORTATION**

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

## **G. GLOBAL POSITIONING SYSTEM (GPS)**

1. The Prime Vendor is required to have a Global Positioning System (GPS) that closely monitors all bobtails, flatbeds, shipment containers, reefers, non-tactical vehicles, etc. that are destined for delivery to all locations within Afghanistan. The units are required to be tagged with GPS devices.
2. The Prime Vendor is also required to provide vehicle tracking data into the military's Radio Frequency-In Transit Visibility (RF-ITV) system or other relevant tracking system. The integration between the Prime Vendor's GPS and the military RF-ITV is limited to Prime Vendor vehicles and associated foodstuff shipments within the Subsistence Prime Vendor contract Afghanistan operations. The Prime Vendor shall provide an interface between their GPS and the military RF-ITV system to allow for data transfer from Prime Vendor to the U.S. Military regarding vehicle location in theater. The following information shall be available:
  - a) Vehicle Departure from Origin Data (including mission and Cargo RFID reference (when RFID tagged), or fully-expressed cargo level 6 detail (when non-RFID tagged).
  - b) Vehicle Location data for ITV between Prime Vendor and final destination.
  - c) Vehicle Arrival to Destination information.

- d) Vehicle Return Notification.
- e) Notification of AVL or Bob-tail change, container changes (i.e. also includes consolidation of containers on ne trailer).

This information will be in the form of an asynchronous transmission from the prime vendor to RF-ITV and corresponding acknowledgement of received data from RF-ITV to prime vendor. The following control features shall be implemented:

- a) Acknowledgement by the RF-ITV system for each data set that is sent by the GPS regarding the Prime Vendor vehicles in theater,
- b) The Prime Vendor shall support an "initialize feed" pull by RF-ITV where the data set transmitted to RF-ITV represents the current fleet/deliveries in operation at that point in time,
- c) Following unsuccessful transaction pull (i.e. no acknowledgement received by Prime Vendor from RF-ITV), the RF-ITV system will continue indefinitely to re-attempt connect/pulls with the Prime Vendor web service. The Prime Vendor is responsible for storing/maintaining unpulled (queued up) transactions for up to 48 hours, after which time a re-initialization pull will be required to "catch up" RF-ITV with the Prime Vendor data.

Intra-Theater Asset Visibility and Tracking - Global Positioning System (GPS) will be included in the standard distribution price.

It is estimated that typical reporting frequency of prime vendor vehicles serving military needs in Afghanistan will be 4 to 6 positions per day per vehicle. The frequency may be changed as necessary at the direction of the Contracting Officer. The GPS and interface capabilities are required to be tested during the contract implementation period and functional when the first order is placed with the prime vendor for an Afghanistan customer. In the event of interface changes initiated by the Prime Vendor, additional related costs associated with maintaining the level of integration outlined above will be borne by the Prime Vendor. The Government has the option to utilize new features introduced in future prime vendor GPS upgrades. Performance of these GPS requirements shall be included in the standard distribution price.

## H. SECURITY IN AFGHANISTAN

### 1. Convoy Security / APPF

The Government of the Islamic Republic of Afghanistan (GIROA), currently requires all security services in Afghanistan, including but not limited to convoy and static security, to be performed by the Afghanistan Public Protection Force (APPF), who are the sole provider of pay-for-service security requirements in Afghanistan.

All costs associated with convoy security performed by APPF, future private convoy security (PCS) firms, or any other future GIROA mandated entity, shall be included in the non-standard distribution price, and shall be fixed for the length of the contract.

In the future, should non-APPF private convoy security become an available option in Afghanistan, any award made against this solicitation may require new authorization prior to implementation. The Prime Vendor shall comply with all the CENTCOM Convoy Security guidance and requirements at no additional cost to the Government. The Prime Vendor is required to ensure that all security services are provided in accordance with applicable U.S. and foreign law.

Convoy Security / APPF will be included in the non-standard distribution price.

### 2. Static Security

- a) The Prime Vendor is required to maintain static site security at any Prime Vendor distribution facility it operates or uses that is located in Afghanistan. The required vehicle and pedestrian entry control point (ECP) search; foot patrols; static posts (perimeter watch towers); Critical Incident Response teams, and any other key capabilities required to ensure facility physical security.
- b) The static security plan will be regularly subjected to inspection and review by US military Product Protection personnel. The plan will be reviewed against the framework of the “CENTCOM Contractor Arming Policy Checklist” (<http://www.centcom.mil/>).

Static Security will be included in the standard distribution price.

## **I. AIRLIFTS**

### 1. Intra-Afghanistan Airlifts:

The Prime Vendor is required to execute airlifts to meet Afghanistan customer requirements that cannot be fulfilled by traditional ground movement (e.g. trucks). The requirement to execute commercial airlifts to Afghanistan customers shall only be utilized when ground movement is not possible based on conditions on the ground and must be authorized by the Contracting Officer.

Note: It is anticipated that USTRANSCOM will not be available for intra-Afghanistan airlift requirements.

Some examples which may require the Prime Vendor to execute airlifts include, but are not limited to:

1. Customer location
2. Time constraints
3. Road closures
4. Weather related disturbances
5. Contingencies in the AOR
6. Military exercises
7. Unforeseen changes in troop personnel at bases
8. Addition of new customers/requirements
9. Disruptions caused by the Afghanistan Government
10. Subcontractor performance limitations
11. Convoy security / APPF services are not available
12. Lack of security due to possible transition from APPF to Private Convoy security

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. The Prime Vendor will be responsible for all commercial airlift, pallet, and ice requirements to include loading. Pallet tri-walls must be constructed from the appropriate level of cardboard to withstand the normal requirements of the journey. Frozen and chill pallet tri-walls must be lined with suitable insulating materials and either wet ice or dry ice will be added as needed to maintain the products for the expected journey timeframes. The Prime Vendor remains responsible for the product during transit and product will be inspected at final destination

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for acceptance purposes, and may be rejected for failure to comply with contract requirements.

At the present time, based on conditions on the ground, there are four (4) Afghanistan customers receiving orders via air.

Note: All Afghanistan Ground and Air movement requirements are subject to change based on actual conditions on the ground. The Prime Vendor must plan accordingly for such risks.

Each Afghanistan customer will be assigned two DoDAACs for placing their orders; one for ground movement and one for air movement. The Prime Vendor shall confirm and verify with both the customer and the Contracting Officer all first time requests for orders to be delivered via air. The Prime Vendor will need to coordinate all necessary delivery times and destinations, landing permissions, offloading and drayage (including outside the wire deliveries – no mil escort) with the customer requiring delivery. Advance confirmation should be made as to responsibility for offloading. In some areas, the customer will offload. In other areas the air carrier will be required to perform offloading. The Prime Vendor will e-mail all concerned parties of confirmation of receipt of goods. The Prime Vendor will be required to submit load characteristics to the Contracting Officer or Contracting Officer Representative to include but not limited to the number of tri walls (frozen, chill and dry), air pallets, pieces, weight and cube.

It is the responsibility of the Prime Vendor to complete timely deliveries and meet customer required delivery dates (RDD).

When commercial airlifts are utilized to meet Afghanistan airlift requirements, the following price formula shall apply:

$$\text{Contract Unit Price} = \text{Product Price} + \text{Standard Distribution Price} + \text{Non-Standard Distribution Price (Air Movement within Afghanistan)}.$$

2. Emergency Airlifts from Out of Country to Prime Vendor's OCONUS distribution facility:

The Prime Vendor is required to stock sufficient quantities of product to meet all Afghanistan customer demands. If an item with an established demand is not properly managed by the Prime Vendor and a not-in-stock situation occurs, and if the item is projected to be out of stock for more than 21 days, the Prime Vendor will be required to airlift product into Afghanistan at its own expense and the associated costs are to be included in the non-standard distribution price.

**J. DIRECT VENDOR DELIVERIES WITHIN AFGHANISTAN**

Afghanistan customers may require direct vendor deliveries for certain items (e.g., FF&V, water, bakery, soda, etc.) from approved local Afghani sources. The Prime Vendor shall sub-contract with the approved Afghani source(s) to fulfill these direct vendor delivery requirements.

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

Contract Unit Price = Product Price + 50% of the Standard Distribution Price + 100% of the Non-Standard Distribution Price for Ground Movement without Convoy Security.

**K. 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 contract 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. The receiving Prime Vendor should only pay the cataloged product price for said item. There should be no additional costs to the items added by the selling Prime Vendor being passed to the receiving Prime Vendor.

**VI. INTERNATIONAL AGREEMENTS, WORKERS COMPENSATION INSURANCE, INTERPRETATIONS/TRANSLATIONS**

**A. INTERNATIONAL AGREEMENTS, DEFENSE COOPERATION AGREEMENT DIPLOMATIC NOTES AND STATUS OF FORCES AGREEMENT (SOFA)**

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



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

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

## **B. WORKERS COMPENSATION INSURANCE**

1. FAR 52.228-03 WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014) is included by reference in this contract.

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.

NOTE: All costs associated with workers' compensation insurance, including those that may be related to the Defense Base Act (DBA) and the Longshore and Harbor Workers Compensation Act, are to be included within the proposed standard distribution price.

## **C. 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.

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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 which require interpretation or translation.
4. All correspondence, official documents that impact work performed under this contract and communications between the Prime Vendor and the US Government pertaining to this contract shall be in the English language.

## **VII. INVENTORY AND WAREHOUSE MANAGEMENT**

### **A. WAREHOUSE MANAGEMENT**

1. The Prime Vendor is required to perform supply chain and warehouse management functions and to position a full line of food and beverage, non-food items, and Government Furnished Material (GFM) items into their warehouse(s). The Prime Vendor has responsibility for all supply chain management. In regard to GFM, the theater food adviser shall recommend the time to reorder and the respective replenishing amounts.
2. Supply chain management is 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 contract. The Prime Vendor is responsible for stocking any item that has a fifteen (15) case average monthly requirement based on the last 12 weeks of demand. However, there might be instances when the Prime Vendor will be required to source items that do not meet this monthly case level.

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3. The Prime Vendor is required to maintain a minimum of 60 days of supply on-hand for every line item of CONUS procured Prime Vendor items at all times at each OCONUS warehouse location. If proposing multiple warehouse locations, Prime Vendor must use the individual demand at each specific warehouse location to determine 60 days of supply on-hand for every line item at that OCONUS location. 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 contract to include surge requirements. The Prime Vendor will be responsible for determining its stocking needs based on its own average weekly and average monthly demands (AWD/AMD).

**Note:** Solicitation estimates were only estimates and subject to increase or decrease based on the actual conditions on the ground.

**Note:** On-Hand is defined as readily available to DLA Troop Support customers and does not include inventory that is 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.

4. The Prime Vendor must provide all of the necessary assets, to include, material handling equipment and labor to maintain operations.

5. The Prime Vendor is responsible to provide the proper equipment (i.e. pallet jacks or fork lifts, etc.) to move material to the back of the delivery vehicles at the customer delivery points. However, in some instances, the Prime Vendor might be required to download the product.

## **B. GOVERNMENT FURNISHED MATERIAL (GFM)**

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

Operational Rations:

Unitized Group Rations (UGRs) are used to sustain military personnel during worldwide operations. The UGR is designed to maximize the use of commercial items and to simplify the process of providing high quality food service in a field environment. All components for a complete meal are included in the UGR, with

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the exception of mandatory supplements, such as milk. Each UGR meal module also contains all required disposable items (cups, compartment trays, and utensils). This ration is available in three options, with each sharing a core of quick prepared and/or ready to use commercial products. (The number and variety of menus is subject to change):

UGR Heat and Serve (UGR-H&S), which is characterized by tray pack entrees and starches/desserts. The unit of issue for the UGR H&S group feeding rations consists of 3 shipping cases under a single NSN (each of the 3 UGR H&S Breakfast and 10 Dinner menus has its own unique NSN, i.e. 13 NSNs).

UGR-A, which includes perishable frozen entrees (A-Rations). Each complete UGR-A ration consists of 3 shipping cases: 2 cases represent the semi perishable portion of the module and 1 case is the perishable (frozen) portion of the module. The semi perishable portion of the modules are ordered/shipped under a single LSN (i.e., the two cases, Box 1 and Box 2, must be delivered together), and the perishable portion of the module is shipped under a separate, second LSN. There are currently 7 Breakfast and 14 Lunch/Dinner rations and 7 short order menus, for a total of 28 LSNs).

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

UGR-E, is a compact, self-contained module that provides a complete hot meal. The components are thermally processed, pre-prepared, shelf-stable foods, and currently packaged in hermetically sealed, half-size steam table containers. There are currently 4 breakfast and 8 lunch/dinner menus. The module consists of one box, 20 x 16 x 10 ¼. One pallet contains 18 boxes. Six boxes fit on one tier or a 40 x 48 inch pallet. There are three tiers per pallet. Each box weighs approximately 45 pounds. The module comes complete with all food items and disposable items (cups, compartment trays, napkins, utensils, and trash bags). Standard items that are included in all modules are coffee, creamer, hot sauce, gloves, box cutter, hand cleaner (towelette), dinner trays, dining packets, trash bags, and heater module.

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

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- a. Meal, Ready-to-Eat (MRE) 8970-00-149-1094
- b. Long Range Patrol Ration (LRP) 8970-01-467-1749
- c. Meal, Cold Weather (MCW) 8970-01-467-1753
- d. Humanitarian Daily Ration (HDR) 8970-01-375-0516
- e. First Strike Ration 8970-01-584-8759
- f. Meal Religious Halal 8970-01-424-1998
- g. Meal Religious Kosher Passover 8970-01-524-8003
- h. Meal Religious Kosher 8970-01-424-1996

For more information regarding these rations, please go to <http://www.dla.mil/TroopSupport/Subsistence/Operationalrations.aspx>

2. Pallet spaces for operational rations are American sized pallet spaces (48 x 40 inches). Estimated GFM distribution quantities are identified on the schedule of items. The Prime Vendors costs for GFM storage, distribution, re-work, and re-labeling shall be included in the Standard Distribution Price for GFM, distribution categories 14, 15, 16 & 17. These costs shall not be separately billed by the Prime Vendor. When the product is ordered by the customer and delivered by the prime vendor invoicing and payment will occur.

### **C. BREAKING CASES**

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 Contracting Officer, at no additional costs to the Government.

### **D. OFFICE SPACE AND EQUIPMENT FOR GOVERNMENT EMPLOYEES**

1. Contracting Officer Representatives (CORs). The Prime Vendor is required to station CORs at its various facilities. It is estimated that two (2) persons, at a minimum, will be stationed at the Prime Vendor's main distribution facility in Afghanistan during regular office hours. Additional CORs may be needed during the life of the contact.

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The Prime Vendor is required to provide an office at each of its main distribution facilities. The office (approximately 150 square feet) must have a self-closing, tight-fitting door, capable of being locked. The offices must be within or adjacent to the Prime Vendor facility. Other requirements include (at a minimum): two office workstations and 2 chairs, two two-door cabinets, two filing cabinets, one small refrigerator, 1 laser jet printer, 1 paper shredder, low volume simple office shredder, 1 business quality document scanner, 1 copy machine, electricity, temperature control, as well as normal housekeeping services, use of the rest rooms, and three parking spaces.

2. Work Space and Equipment must be available for Army Veterinary Inspectors (AVIs) when present. The primary mission for AVIs is inspection, extension, or condemnation of Operational Rations and Government Furnished Material. Additionally, AVIs inspect and recommend rejection, extension or condemnation of Prime Vendor owned product as requested by the Prime Vendor, deemed necessary by the Theater Food Advisor and approved by the Contracting Officer or authorized Contracting Officer Representative. It is estimated that two (2) AVIs will be present during product inspection stationed at the Prime Vendor's main distribution facility during office hours.
3. The Prime Vendor shall provide safe, secure, and clean working and living conditions for the COR(s) at the contractor's main OCONUS distribution facility(ies). The contractor shall provide, at a minimum for each COR:
  - 3 meals per day consistent with that provided for its own management staff
  - Bottled water from US Public Health Command (PHC)-approved sources available at all times
  - Daily laundry service
  - A fully equipped private single room with air conditioning and heating, refrigerator, desk, lamp, chair, bed, mattress, wall locker capable of being secured, television, DVD player, private bathroom to include toilet and shower, and secure entrance door capable of being secured by the COR
  - Basic satellite television service in the COR's room and assistance installing and operating a Government-provided AFN decoder
  - Internet connectivity in the COR's room capable of connecting to public .mil domain locations and supporting interactive social media such as Yahoo messenger, Skype, Facetime, et al.
  - Normal room supplies including, but not limited to- bed linens, towels, blankets, toilet tissue, light bulbs, laundry bags, etc. on as needed basis
  - Recreation area for the use of the COR

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- One commercial cell phone, SIM, and recharge cards as needed to conduct official government business
4. At each main OCONUS distribution facility where permanent CORs are stationed, the Prime Vendor might be required to provide one armored non-tactical vehicle. Must be armored to equivalent level of B6. Each vehicle must be capable of carrying a minimum of 4 passengers in addition to the driver and provide a cargo area capable of transporting an equivalent of a minimum of approx 4-6 US-military style duffel bags. Prime Vendor shall provide fuel to supply the vehicle on an as-needed basis, and maintenance/services as required to maintain the vehicle in a safe and proper operating condition. Prime Vendor must provide for any vehicle registration/license plate requirements and associated documentation as required.
  5. The Prime Vendor shall take all appropriate measures to secure the personal and government property of the COR(s) and any US Government material(s) and equipment in the COR(s) possession while performing COR duties.
  6. It is estimated that the cost to support 2 CORs for the contract, and provide 1 armored vehicle (inclusive of fuel) per each main OCONUS distribution facility will be approximately \$200,000 per year.
  7. The chart below represents the minimum office space and equipment requirements that must be provided to the CORs:

Secure Office & Work area (approx. 150 sq. ft) capable of being locked	1 Laser Jet Printer, Black and White
2 Computers with monitors. (minimum requirement: DLA – Current Versions of Microsoft Office, Acrobat Professional (read/write), Form Flow, Explorer, Battery back-up, internet access, and IT support.	2-12” wide wall lockers with locks for personal item storage
Paper Shredder, low volume simple office shredder	2 desks w/drawers and chairs or equivalent
2 Large Filing Cabinet	1 Couch, coffee table for break room
1 Microwave Oven Large	1 Refrigerator Large
1 Copy Machine	Commercial stand up chill box for frozen sample thawing/slacking

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Commercial oven/stove with vented hood, 4 heating elements minimum	Floor Scale, tip, lbs 1-100, graduated or equivalent
Tabletop scale, digital (gram and oz)	2 parking spaces
4 sets, Freezer Coat/pants (for working in freezers)	4 Cutting Boards, commercial quality 18"x24"x3/4"
Business quality document scanner	3 butcher knives
3 boning knives	3 Spoons, plain bowl, basting
Stone, sharpening	3 Spatulas, Stainless Steel
3 Metal Tongs, commercial 12" minimum	3 Pans, Cooking (18" and 12")
3 Pots, Cooking Round (14qt, 8qt, and 4qt)	3 Pans, Baking Sheet (7330-00-633-8905)
1 Can Opener, Mounted (7330-00-205-3151)	Ruler, Machinist's Steel Rule; graduated to 1/8", 1/16", 1/32", and 1/64", 12" long, 5220-00-234-5224
1 Drill, 1/4". Cordless (Model 7078/1898 or equivalent) needed for internal temperature of frozen product	Metal Sieve with Catch Pan (USA Testing Sieve, A.S.T.M. -9450 E-11, Spec sizes No. 8 & 20 (for sifting products when looking for insects or spec req
3 Gauge, compound pressure, vacuum, dial (6685-00-806-9300)	3 Small Trash receptacles for office
Miscellaneous Kitchen utensils, plates, cups, cleaning supplies	3 Large Trash Cans
Temperature control, as well as normal housekeeping services	Use of the rest rooms

**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 take steps and ensure steps are taken to prevent the deliberate tampering and contamination of subsistence items. Such precautions are designed to provide for Food



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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 product 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, as determined by the Contracting Officer, the DLA Troop Support Food Defense Checklist. (NOTE: to download a copy of the DLA Troop Support Food Defense Checklist go to [http://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/food\\_defense\\_check.pdf](http://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/food_defense_check.pdf)

or contact the applicable Contracting Officer or the DLA Troop Support Quality Audits & Food Defense Branch at 215-737-8656). This 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 Vendors 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

The Prime Vendor may modify its Food Defense Plan at any point during 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

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approval. If more than one facility will be used to store or distribute product, a separate acceptable Food Defense Plan for each facility is required.

3. 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, vehicle conveyances, and/or GPS units or signals.

4. 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 sufficient to secure the integrity of the product 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. Ensure drivers have communication devices available in the event of an emergency and establish emergency phone numbers for them to use. Firms should keep a low profile and share customer routes, etc. on a need to know basis. Review of overall organizational corporate security plans should be conducted and consider whether 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. The military liaison or designated representative at the drop-off point shall be responsible for re-sealing the delivery

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vehicle with the new seal and annotating the number on the delivery ticket. Under no circumstances will drivers re-seal 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.

v. The contractor shall not use food product arriving in a container where there is evidence that someone had unauthorized access to the load. Product in containers that arrive with broken or missing seals or display evidence of pilferage will be rejected in its entirety. Food product that shows evidence of, or may have been, subject to any tampering will be rejected and shall not be delivered under this contract.

5. 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 (INFOSYSSEC) by all employees.

6. 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.

7. 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.

8. 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. Failure to prevent unauthorized disclosure of information provided to the Prime Vendor by the Government will be considered a breach of contract.

9. Cybersecurity requirements

A. 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:

- 1) 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.
- 2) 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).
- 3) 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 this the artifacts.
- 4) 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.

B. INDEPENDENT VERIFICATION AND VALIDATION

- 1) Upon request, the contractor shall provide to the Contracting Officer a copy of the contractor's most current plan of action to meet the security requirements defined in National Institute of Standards and Technology (NIST) SP 800-171, and any revisions thereto. Unless otherwise directed by the Contracting Office, the contractor shall use the NIST Controlled Unclassified Information (CUI) Plan of Action template format found at <https://csrc.nist.gov/CSRC/media/Publications/sp/800-171/rev-1/final/documents/CUI-Plan-of-Action-Template-final.docx>. The plan of action shall detail the resources required to accomplish the elements of the plan, any milestones in meeting the tasks, and scheduled completion dates for the milestones. This

requirement extends to any security requirements which may supersede or replace NIST SP 800-171.

- 2) Upon request, the contractor shall provide to the Contracting Officer documentation verifying compliance with NIST SP 800-171 requirement 3.11.1, and any revisions thereto. The documentation shall demonstrate that the contractor periodically assesses the risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals, resulting from the operation of organizational systems and the associated processing, storage, or transmission of Controlled Unclassified Information (CUI). Examples of appropriate documentation include, but are not limited to: risk assessment; risk assessment results; risk assessment reviews; and risk assessment updates. The Contracting Officer may direct the contractor to provide other relevant documents or records if the Contracting Officer determines such documents or records are necessary to verify compliance with NIST SP 800-171 requirement 3.11.1. This requirement extends to any security requirements which may supersede or replace NIST SP 800-171 requirement 3.11.1.
- 3) The contractor shall allow a Government Cyber Assessment Team or a Third Party Assessor to perform an on-site compliance review for compliance with DFARS 252.204-7012, of the systems owned and operated by the contractor or subcontractor that will be processing, storing, transmitting, or displaying Covered Defense Information or that will be used to perform the requirements of the contract designated as operationally critical support as defined in DFARS 252.204-7012. If the contractor proposes a Third Party Assessor in lieu of the Government Cyber Assessment Team, all costs associated with engaging the assessor shall be borne by the contractor. Furthermore, the Government shall be provided all the standards and requirements of the Third Party Assessor in the contractor's request to use the Third Party Assessor. If the Government proposes a Third Party Assessor in lieu of the Government Cyber Assessment Team, the associated costs shall be borne by the Government.

This will be a measured assessment with pre-defined IP address ranges identified at the start of the assessment and will include technical and operational reviews designed to test the rigor of all required security controls implemented. The identification of IP address ranges will be agreed upon by both the Government and the contractor during the planning phase of the assessment. The IP addresses shall include all the systems that processes, stores, or transmits covered defense information in support of the contract.

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If this assessment is to be performed by DLA’s Cyber Assessment Team or Third Party Assessor engaged by DLA, the rules of engagement that will govern this action will be provided to the contractor at least ninety (90) days prior to the actual engagement.

**C. CONTINUITY OF OPERATIONS**

Upon request, the contractor shall provide to the Contracting Officer contingency planning documentation showing compliance with NIST SP 800-171 requirement 3.8.9, “Protect the confidentiality of backup CUI at storage locations,” and any revisions thereto.

Compliance with NIST SP 800-171 requirement 3.8.9, “Protect the confidentiality of backup CUI at storage locations” shall be in accordance with NIST SP 800-171A Assessment Objectives. This requirement extends to any security requirements or assessment objectives which may supersede or replace those requirements.

**D. OTHER SAFEGUARDING OR REPORTING REQUIREMENTS**

The cybersecurity requirements identified in this Statement of Work do not abrogate or otherwise modify the contractor’s responsibility for compliance with any other safeguards or cybersecurity-related requirements contained in this contract, or required by other applicable U.S. Government statutes or regulations.

**E. SUBCONTRACTS**

The contractor shall include all the information security requirements detailed above in all subcontracts and agreements with third parties that are or will be processing, storing, or displaying Covered Defense Information in performance of the contract, or that will be used to perform the requirements of the contract designated as operationally critical support.

**F. DEFINITIONS**

The definitions in DFARS 252.204-7012 apply to the Information Security Requirements stated above.

**B. 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,

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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 Prime Vendor 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 is 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. Examples include the quarterly ARCENT and CJOA-A ESC Food Service Management Board (FSMB) and the weekly JSC-A/military senior logistics command Class I meetings. 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. The Prime Vendor will provide official notes for meetings attended.

## 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 U.S. Government's requirements. The Prime Vendor shall articulate in written format, internal and external management processes that directly relate to the Statement of Work (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 COR, 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 the contract must be presented by the Prime Vendor, to USCENTCOM, DLA, or any Afghanistan governmental official acting in a governmental capacity upon request. Personnel, including any private security personnel (when being utilized), will not have been convicted of any felony. Personnel may not have been declared incompetent by reason of mental defect by any court of competent jurisdiction. Personnel may 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 General Order Number 1B and other policies which apply to Prime Vendor personnel.

The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and US Central Command orders and directives as applicable to personnel in Afghanistan, including but not limited



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to USCENTCOM, Multi- National Force and Multi-National Corps or Chief of Mission operations and fragmentary orders, instructions, policies and directives. Contractor employees performing in the USCENTCOM Area of Responsibility (AOR) may be subject to various jurisdictions and the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al)(UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.

**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 21 and not have a criminal record. Nor shall any Prime Vendor personnel have an existing warrant for any crimes. Prime Vendor personnel can be U.S. Citizens, Third Country Nationals, or Local National (Afghan) citizens. The U.S. Government (USG) encourages the Prime Vendor to support the 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 Government of Afghanistan (GoA) and 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, subcontractors, DLA Troop Support, and In-Country Officials and any designee.

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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 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 Transportation System (DTS) process as discussed herein. All customer service representatives are required to speak English, and must have the authority to make binding decisions on behalf of the Prime Vendor on any concern, which, may occur. While English-speaking truck drivers are not required they are preferred. In either instance, all truck drivers must be able to contact English speaking superiors at all times (via cellular phone or other direct line of communication) to allow for customers/Prime Vendor communication when necessary. 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 with 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 this contract or as directed by the Contracting Officer. For the purpose of issuing ID badges, and for

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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, including MHE and trucks.

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’s employees and/or Prime Vendor’s expense, all of its employees shall obtain all passports, visas, badges 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 for its employees, including drivers, as necessary. A plan of

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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 the Afghanistan Government 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 designee. The Contracting Officer, or his/her designee, 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 work force to ensure uninterrupted performance of all tasks defined within this contract.

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. Intra-Theater Asset Visibility and Tracking – Global Positioning System (GPS):

The Prime Vendor is required to provide a Global Positioning System (GPS) that provides real-time close monitoring of all assets to include bobtails, flatbeds, shipment containers, reefers, non-tactical vehicles, etc. used to distribute Delivery Orders in the contact zone.

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The Prime Vendor will provide the Customer real-time ability to see Delivery Order statuses via the established system (BCS3, RF-ITV Web Server, Prime Vendor RF-ITV system, etc.). The units are required to be tagged with GPS devices. The Prime Vendor is also required to provide vehicle tracking data into the military's Radio Frequency-In Transit Visibility (RF-ITV) system. The Prime Vendor shall provide an interface between their GPS and the military RF-ITV system to allow for data transfer from Prime Vendor to the US Military regarding vehicle location in theater. The following information shall be available:

- a) Vehicle Departure from Origin Data (including mission and Cargo RFID reference (when RFID tagged), or fully-expressed cargo level 6 detail (when non-RFID tagged).
- b) Vehicle Location data for ITV between Prime Vendor and final destination.
- c) Vehicle Arrival to Destination information.
- d) Vehicle Return Notification,
- e) Notification of AVL or Bob-tail change, container changes (i.e. also includes consolidation of containers on ne trailer).

The integration between the prime vendor's GPS and the military RF-ITV is limited to Prime Vendor vehicles and associated foodstuff shipments within the Subsistence Prime Vendor (SPV) contract Afghanistan operations. The Prime Vendor GPS shall interface with the US Military's RF-ITV system as XML data, transmitted over a secure internet connection (HTTPS). This information will be in the form of an asynchronous transmission from the Prime Vendor to RF-ITV and corresponding acknowledgement of received data from RF-ITV to prime vendor. The following control features shall be implemented:

- 1) Acknowledgement by the RF-ITV system for each data set that is sent by the GPS regarding the Prime Vendor vehicles in theater,
- 2) The Prime Vendor shall support an "initialize feed" pull by RF-ITV where the data set transmitted to RF-ITV represents the current fleet/deliveries in operation at that point in time,
- 3) Following unsuccessful transaction pull (i.e. no acknowledgement received by Prime Vendor from RF-ITV), the RF-ITV system will continue indefinitely to re-attempt connect/pulls with the Prime Vendor web service. The Prime Vendor is responsible for storing/maintaining unpulled (queued up) transactions for up to 48

hours, after which time a re-initialization pull will be required to "catch up" RF-ITV with the Prime Vendor data.

Intra-Theater Asset Visibility and Tracking - Global Positioning System (GPS) will be included in the standard distribution price.

## 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, transported, and delivered in accordance with all applicable national and international laws and regulations. All property acquired by the Prime Vendor for the performance of this effort, shall be considered Contractor Furnished Equipment. The Prime Vendor shall hold title to that property. The Prime Vendor shall be responsible for the disposition of all Contractor Furnished Equipment unless directed differently by the Contracting Officer.

### iii. Uniforms

The Prime Vendor may choose to designate a company uniform, but the Government does not require it and will not reimburse the Prime Vendor. There is no USG "dress code", however, inappropriate attire as determined by the Prime Vendor will not be permitted. The Prime Vendor shall provide all personnel, personal protective equipment Interceptor Body Armor (IBA) and gear, uniforms (Nomex suit and gloves or equivalent for Protective Security Detachment (PSD), Convoy Escort Team (CET), and CET members only). PSD's are required to wear professional attire. Logo t-shirts are prohibited unless part of a company's issued uniform.

### iv. Personnel Identification

The Prime Vendor shall furnish an identification badge (ID) to each employee, which shall include at a minimum, a recent photograph, name of the employee, and name of the Prime Vendor.

### v. Non-Tactical Vehicles (NTVs)

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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.

**C. Mandatory Eligibility for Installation Access**

(a) U.S. and Coalition Commanders possess inherent authority to maintain law and order, provide security, and impose discipline necessary to protect the inhabitants of U.S. and/or Coalition installations, U.S. and Coalition personnel operating outside of installations, and U.S. or Coalition-funded developmental projects in Afghanistan. This authority allows commanders to administratively and physically control access to installations and/or project sites, and to bar contractors – including prime contractors, subcontractors at any tier, and any employees, from an installation or site. A commander’s inherent force protection (FP) authority is independent of an agency’s contracting authority, and it may not be superseded by any contractual term or provision.

(b) An offeror/Prime Vendor acknowledges that submission of a bid, offer, or a proposal; acceptance of contract award of any type; or continuing effort under any resultant contract requires that the Prime Vendor, and all subcontractors under any affected contract, be initially eligible, and remain eligible during the entire period of contract performance to include any warrant period, for installation/base access to a U.S. and/or Coalition installation, regardless of whether the performance will take place on or off a U.S. or Coalition installation. Failure to obtain or maintain installation/base access eligibility for the Prime Vendor, or any subcontractor, may render a proposal unacceptable or be grounds for termination for cause.

(c) To be eligible for installation access, Contractors and subcontractors at all tiers are required to register for installation access in the Joint Contingency Contracting System (JCCS).

(1) All offerors are required to register with JCCS as follows:

1. Go to [www.jccs.gov](http://www.jccs.gov)
2. Read Registration Instructions
3. Enter Company and Financial Information
4. Enter Point of Contact Information

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5. Registration Confirmation – User ID and Password Issued
6. Complete JCIIAS Vendor Questionnaire
7. Upload Documents

(d) Failure to be approved in JCCS and failure to be eligible for installation access at the Prime and subcontractor levels – or failure to inform the contracting officer of the names of all prospective subcontractors (or provide a negative reply) – may render the offerors/contractor ineligible for award or continued performance. Additionally, any firm that is declared ineligible for installation access may be deemed non-responsible until such time as that firm is again deemed eligible by the appropriate access approval authority.

(e) Installation access determinations arise from the Combatant Commander’s inherent authority and are separate and distinct from any law, regulation, or policy regarding suspension and debarment authority. Contractor queries or requests for reconsideration related to U.S. or Coalition installation base access eligibility must be directed to the authority responsible for base access decisions.

(f) The offerors’ proposed OCONUS subcontractors, at all tiers must be registered, approved, and eligible for installation access prior to award, and remain eligible for installation access for the life of the contract. All Prime Vendor subcontractors (CONUS and OCONUS, at all tiers) must be registered, approved, and eligible for installation access during contract performance, and remain eligible for installation access for the life of the contract. If a subcontractor is denied base access, the Prime Vendor will still be required to continue uninterrupted performance by changing subcontractors, self-performing, or other means necessary to fulfill the contract requirements. That change shall be at no additional cost to the Government.

## **IX. QUALITY CONTROL, QUALITY ASSURANCE AND INSPECTIONS**

### **A. PRODUCT QUALITY**

#### **1. Shelf-life:**

- i. Acceptance of supplies awarded under this contract 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.



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ii. For items produced with shelf life greater than 150 days, no product shall be delivered to with less than 30 days manufacturer's original shelf life remaining, unless approved in advance by the Contracting Officer.

iii. For items produced with shelf life less than 150 days, no product shall be delivered to customers with less than 5 days manufacturer's original shelf life remaining unless approved in advance by the Contracting Officer.

Note: In circumstances where an exception to the shelf life requirements identified in sub-paragraph ii and iii above have 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. 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 product with a short shelf life has been depleted, 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 approved short shelf life product is depleted, 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 off 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.

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

v. Products required by the DLA Troop Support Item Description to be chilled must be maintained and delivered chilled; products required to be frozen must be delivered frozen to the DLA Troop Support customer unless approved by the

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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. 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 manufacturers' frozen shelf life recommendations for each type of product. All documentation of the manufacturer’s recommended “Freeze-by-Date” and the frozen item recommended shelf life should be available for review if the product is blast-frozen at the Prime Vendor'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. Expired Product/Shelf Life Extensions:

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

i. The Prime Vendor submits 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 VS quantity requested by customers, etc.), Manufacturer Letter of Extension, and Manufacturer’s extended expiration date. If acceptance of request is considered by the Contracting Officer, the Contracting Officer Representative (COR), as designated, coordinates/requests

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inspection of products from the local Military Inspection services (Veterinarian/Medical) for each specific product on the list.

ii. The Military Inspection Services (Veterinarian/medical personnel) inspect each product (in accordance with their list of priorities) for wholesomeness and fit for continued use. Products found fit for a shelf life extension should be extended (by the Military Inspection Services) by taking into consideration the length of the extension guarantee by the manufacturer and their own inspection results. Items fit for continued use should be extended using a DD 1232 Quality Assurance Representative Correspondence form or other approved inspection document. The shelf-life of a product will not be extended, regardless of the Manufacturer Letter of Extension, if the Military Inspections Services inspection's results indicates unwholesomeness or product is not fit for continued use.

iii. The COR coordinates with customers (Theater Food Service Advisors) regarding over-aged product, provides list of items inspected and found fit for continued use by the Military Inspections Services, and requests customer agreement to receive the product.

iv. 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. Shelf-life shall only be extended once for any specific product. All requests for shelf life extensions for products that were previously (shelf life) extended will be rejected by the Contracting Officer.

v. Prior to issuing any products that have been approved for shelf life extensions or have otherwise been accepted from the shelf life requirements of the contract, the Prime Vendor must submit a catalog price change via 832 EDI transaction to reflect the approved product price reduction. It is the Prime Vendor's responsibility to monitor the inventory with shelf life extensions and notify the Contracting Officer and/or Contract Specialist when that inventory is depleted. Once the product with extended shelf life has 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

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runs are not guaranteed. After 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 off 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.

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 market basket, the item must be:

- a. Identical in respect to packaging when the DLA Troop Support unit of issue is not described by weights (e.g., 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. In respect to the previous examples, the DoD ordering activities require continuity with the DoD unit of issue for proper inventory and accounting within DoD.
- c. Equivalent in respect to grade or fabrication.

ii. All items must meet or exceed the Government’s item description of their assigned Government stock number.

**B. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS**

(a) Food establishments.

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

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

(i) Meat and meat products and poultry and poultry products may be supplied from establishments which are currently listed in the “Meat, 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/wps/portal/fsis/topics/inspection/mpi-directory>. The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or

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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) at <http://www.ams.usda.gov/poultry/grading.htm>.

(iv) Egg products (liquid, dehydrated, frozen) may be supplied from establishments listed in the “Meat, Poultry and Egg Product Inspection Directory” published by the USDA FSIS at [http://apps.ams.usda.gov/plantbook/Query\\_Pages/PlantBook\\_Query.asp](http://apps.ams.usda.gov/plantbook/Query_Pages/PlantBook_Query.asp). All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

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

(vi) Pasteurized milk and milk products may be supplied from plants having a pasteurization plant compliance rating of 90 percent or higher, as certified by a state milk sanitation officer and listed in “Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers” (IMS), published by the U.S. Department of Health and Human Services, Food and Drug Administration (USDHHS, FDA) at <http://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 <http://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: <http://www.ams.usda.gov/AMSV1.0/getfile?dDocName=STELPRD3651022> ) 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>.

(3) 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 from National Technical Information Service, 5301 Shawnee Road, Alexandria, VA 22312 ; 1-888-584-8332 ; or download from web site: <http://armypubs.army.mil/> For the most current listing of exempt plants/products, see the Worldwide Directory (available at: <http://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDApprovedFoodSources.aspx>).

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

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

(b) Delivery conveyances.

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

Note: If the Prime Vendor stores, distributes, processes, and/or ships fresh fruits and vegetables (Produce) to DLA customers, the USDA Guidance for fresh fruits and vegetables is the USDA-AMS Good Agricultural Practices (GAP) Verification Directory or the USDA-AMS Good Handling Practices (GHP) / Verification Directory for fresh fruits and vegetables. As applicable, a Hazard Analysis Critical Control Point (HACCP) Audit will be performed if a fresh-cut operation is performed at the Prime Vendor facility. Bulk Fresh fruits and vegetable suppliers must be inspected and listed under the USDA-AMS GAP and/or the GHP 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 Items” (Oct 2018) 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 Prime Vendor program shall be proactively monitored and evaluated by the Prime Vendor.
3. The Prime Vendor shall have inspection procedures that ensure the 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 has in place are adequate and working.
4. 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 domestic source restrictions such as 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 EPA and 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;
- xvii. Commercial standards are used to maintain temperatures appropriate for individual items.

5. 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.

This policy is expected to be in place in 2020; however, offerors are strongly encouraged to begin adopting responsible antibiotic-use policies prior to this date.

## **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 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, product supplier and/or 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 (this list is not inclusive) as deemed necessary: The methods and procedures used to comply with the terms of the contract; condition of storage facilities; product shelf-life management; inventory in-stock (age of product and condition, labeling, product rotation (e.g. First In-First Out), etc.); shelf life extensions; product substitutions; control of material targeted for destruction/disposal or to return to suppliers as a result of customers' returns including DLA Troop Support's Prime Vendor 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.; Prime Vendor's response to customer returns/issues and visits to customers' locations. The QSMV may also include unannounced visits to customers served by the Prime Vendor.
- ii. The Prime Vendor must provide the Government a report showing all DLA Troop Support catalog products sorted by location when the QSMV Team arrives. The Prime Vendor's technical proposal will be incorporated by reference into the contract.
- iii. The Prime Vendor will be responsible for complying with its technical proposal. Procedures and processes set forth in the Prime Vendor's technical proposal may be used as standards for a QSMV. If there is any conflict between the contract language and the Prime Vendor's technical proposal, the contract language governs.

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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 Prime Vendor contract for cause. The government may, at its discretion, take other action to correct the concerns identified during the QSMV, such as but not limited to unannounced QSMVs. Such action will not 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 war fighters are receiving products of an optimum quality level. The audit objectives focus on the following to ensure:

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

c. The Prime Vendor will undergo an initial audit once per contract tier pricing period with the first audit occurring during the first tier pricing period and other initial audits occurring once per each following tier pricing period. The Audits are conducted as a product cutting. The average cost of one Food Audit is approximately \$9,500.00 (product cost only). As a

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Prime Vendor, you will be expected to provide samples of the government's choice at a cost of approximately \$9,500.00 per audit. Additional cost 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 standard distribution prices.

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 is devoted to sample selection at the Prime Vendor's warehouse. Day two and three encompass the performance of the actual audit.

c. If the Prime Vendor stores, distributes and/or ships fresh fruits and vegetables (Produce) 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 Good Agricultural Practices (GAP)//Good Handling Practices (GHP)/HACCP (if fresh-cut operation performed at PRIME VENDOR facility) will be performed. A Produce Quality Audit is typically a two (2) day process. Day one is devoted to sample selection at the Prime Vendor's warehouse and performance of the GAP/GHP/HACCP Audit. Day two encompasses the performance of the actual Produce Quality audit, a Joint USDA-AMS effort.

Warehouse/storage facility 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 USDA-AMS' and DLA Troop Support 's Quality Auditors or by USDA-AMS's Auditors as requested/directed by DLA.

d. Upon arrival at the Prime Vendor's facility (Day One), the Lead Auditor will provide a list of items identified for evaluation and the samples will be selected by a USDA-AMS' Auditor. The Lead Auditor will accompany the USDA-AMS during the performance of the GAP/GHP Audits.

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 Prime Vendor failing the audit. One or more audit failures may be grounds for terminating the contract.

f. During the Produce Quality Audit, the DLA Troop Support Lead Auditor will assign an item rating based on compliance with or departure from stated requirements in the DLA Troop Support NSN catalog and 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)**

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

**MINOR NONCONFORMANCE (YELLOW)** = Not fully acceptable. A Minor nonconformance is a deviation from the contract or the item description stock number requirements. This minor nonconformance is not likely to materially reduce the usability or serviceability of the item for its intended purpose or affect its condition and/or the continued storage of the item for further use. Examples of minor 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.

**ACTION REQUIRED:** This nonconformance requires attention from the PRIME VENDOR. Minor nonconformances may be tolerated by the

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customer for a short period of time (until the PRIME VENDOR receives a new product at OCONUS but for no more than 30 days at CONUS locations).

**MAJOR NONCONFORMANCE (BLUE)** = A major nonconformance, other than critical, is a deviation from the contract or the item description stock number requirements. This major nonconformance is a deviation that materially affects or is likely to have a major 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.

**ACTION REQUIRED:** PRIME VENDOR is required to STOP ISSUE of the item, unless otherwise approved by the Contracting Officer.

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

**ACTION REQUIRED:** 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 continue issue of the item because of location extenuating circumstances and on a case-by-case basis. This approval is depending on the type and severity of the deviation; DLA Troop Support -FTSB' Lead Auditor recommendation; customer approval; and if the same item and/or a substitute of equal/higher technical quality is Not-in-Stock at OCONUS location. Continue issue of the item may require and include 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 wrong items (not meeting item description cited in DLA Troop Support catalogs). The rating assigned to the item WILL NOT be changed by the Lead Auditor because of acceptance with a waiver/rework/repair of the item 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 to 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



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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 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.
- 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 auditor at the end of the audit.

iv. Sample List/Selection of Samples

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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 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 excluded in the contract/FAR/DFAR 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 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 firm's past performance. DLA Troop Support considers 85% acceptability for each category (Meats, Poultry, Seafood, and Processed Products) as the minimum standard for acceptable performance. 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-day audit (one or two commodities) these samples may require removal from refrigeration and/or frequent monitoring by PRIME VENDOR's personnel the previous day/evening to ensure thawing within a 24-hour period. Additionally, the DLA Troop Support -FTSB's Lead Auditor may stop at the facility to review the thawing progress the evening before the audit.

vii. Audit failures

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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 action to address the audit failure such as, but not limited to unannounced QSMVs or follow-up audits. Such action 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 Prime Vendor.

**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**

1. The Prime Vendor is responsible for proper product storage, segregation and delivery of product in excellent condition. The following will apply:
  - i. In order for frozen items to be accepted by the receiving activity, the following criteria must be observed:
    - a. Packages must be solid, not soft, upon arrival;
    - b. Container and wrapping must be intact, not damaged, and in a solid condition;
    - c. 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

- d. 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 questions. If present, the Contracting Officer Representative (COR) may be consulted. The final decision can 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 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 Prime Vendor has

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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 without further inspection and may not be delivered/redelivered under the contract.

**I. AUTHORIZED RETURNS:**

The Prime Vendor shall accept returns under the following conditions:

- i. Products shipped in error;
- ii. Products damaged in shipment;
- iii. Products with concealed or latent damage;
- iv. Products that are recalled;
- v. Products that do not meet shelf life requirements;
- vi. Products that do not meet the minimum quality requirements as defined for the items listed in the Market Basket;
- vii. Products delivered in unsanitary delivery vehicles;
- viii. Products delivered that fail to meet the minimum/maximum specified temperature;
- ix. Quantity excess as a result of order fulfillment error by the Prime Vendor / and or purchase ratio factor error; and
- x. Any other condition not specified above that is determined a valid reason by the customer.

**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

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official will print their full name, sign and date the delivery invoice. The Prime Vendor's representative (the truck driver/pilot), will acknowledge and counter-sign the delivery ticket/invoice.

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. ARMY VETERINARY INSPECTORS AND INSPECTIONS**

As described and detailed in this contract, all inspections by United States Army Public Health Command (USAPHC) (Formally VETCOM COMMAND) shall be conducted in accordance with 48 CFR Part 246, Army Regulation (AR) 40-657, AR 40-656, and any other rule, regulation, or standard food inspection policy applicable to the Subsistence Prime Vendor operating within this geographic area as may be established from time to time by CENTCOM, Third US Army, or any other Department of Defense entity (e.g., PACOM). 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 invoices 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 current delivery points are indicated in the Customer Section. For Prime Vendor delivery of products from the OCONUS facility(s), all items will be delivered to end-user customer delivery point's loading platform (unless otherwise indicated) and be free of damage, with all packaging and packing intact. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charge involved before the actual delivery (or "constructive placement" as may be defined in carrier tariffs) of the supplies to the final destination. The Prime Vendor may be liable directly to the USTRANSCOM Universal Services Contract (USC) ocean carrier(s) , Commercial Multimodal contract (CMM) carriers, and/or any other current or future USTRANSCOM contract carriers for charges for detained containers, port storage of detained containers, and maintenance of detained refrigerated containers. The Prime

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Vendor shall pay and bear all charges to the specified point of delivery. For complete definition of F.O.B. Destination, see FAR Clause, 52.247-34, F.O.B. DESTINATION (Nov 1991), which is incorporated into this contract 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, secured, 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 three (3) copies of the delivery ticket/invoice with the shipment. The authorized Government receiving official will use the delivery ticket/invoice as the receipt document. Two (2) copies of the signed and annotated delivery ticket/invoice will serve as the acceptance document. No invoice may be submitted for payment until acceptance is verified.
3. Under special circumstances; i.e., special military exercises, F.O.B. Origin terms may apply. In these instances, the Government will accept product at the Prime Vendor's



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CONUS/ OCONUS 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 contract by reference. On any F.O.B. origin shipment, the Prime Vendor must arrange for USDA Inspection and is responsible for associated cost.

- 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/OCONUS 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 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. The Prime Vendor shall ensure that all such dates are original, accurate, and unaltered, unless a modification has been specifically approved by the contracting officer.

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- 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.

**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 practicable, 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.

**Case Marking/Labeling – Customers OTHER THAN THE NAVY**

Shipping cases shall be marked or labeled on one end or side panel with the following information:

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

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D. 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. 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.

E. TRACEABILITY REQUIREMENTS FOR PRIME VENDOR AND IT’S 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 their suppliers documentation/certificates containing the following information: Item nomenclature, name and number of establishment, location, country of origin, date of production/pack (DOP), lot number, etc. If processing/production/packaging of the item occurred in more than one establishment, documentation for each item must also be maintained/provided. These records must maintain traceability of the item to the extent that a lot number/DOP/Code Date of an item can be traced back to the original manufacturers/producers of an end item. The manufacturer/producer and/or the Prime Vendor’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 Prime Vendor 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.

F. 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

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consumption of unsafe/hazardous products and (2) To maintain traceability of re-packaged/re-labeled items in order to verify country of origin, approved source requirement during the shelf life cycle of the item in the Prime Vendor storage and the customer's receipt/storage of the item in order to expedite the recall process for all suspected items intended for DLA Troop Support's customers.

## **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). No pallet exchange programs will be available for the customers listed in this contract. 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 pallet. Pallet retrieval and all associated costs shall be the responsibility of the Prime Vendor.

B. 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. All shipments must include a pallet manifest in addition to the truck manifest.

## **XIII. CUSTOMERS**

### **A. CURRENT AFGHANISTAN CUSTOMERS:**

Listed below is a general guide as to the number of current delivery points in Afghanistan. The names of the facilities and locations may change during the life of the contract and based on conditions on the ground, the actual locations may increase or decrease. For example, the locations may have temporary or permanent closures, move to other areas and new areas may be added as needed. These locations will normally require one to three deliveries per week. All customers will receive their deliveries via truck unless otherwise authorized by the Contracting Officer. Significant delays may be experienced due to factors including but not limited to base security procedures, road closures or weather conditions. The Prime Vendor will be responsible to work with each individual customer to ensure delivery capability. In the event that ground movement within Afghanistan is not possible, the Contracting Officer may approve customer deliveries via airlift on a case-by-case basis.



**XIV. Delivery, Title, Orders, and Order Fill Rates**

**A. CUSTOMER DELIVERIES:**

1. Normal routine deliveries for Afghanistan customers shall be made 6-8 days after order placement unless otherwise directed by the Contracting Officer.
  - i. Unless otherwise specified by the Contracting Officer, deliveries shall be F.O.B. Destination to all ordering activities and delivery points. All items will be delivered to customer locations, within the scheduled delivery period, free of damage, with all packaging and packing intact. Dependent upon the specific customers, deliveries shall average 1-3 times per week to each customer, unless the customer and the Prime Vendor agree upon more or less frequent stops. All orders shall be accompanied with three copies of the delivery ticket/invoice documents.
  - ii. Pallet return may not be allowable either due to customer missions(s) or country custom regulations. Where allowable and practical, pallet exchange programs will be implemented by customers. Pallets 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.
  - iii. 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 contract 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.
  - iv. Installation delivery routes and stop-off sequences will be coordinated and verified with the installations on a post award basis by the awardee(s).

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v. All deliveries are subject to military inspection at destination. Delivery vehicles may be required to stop at central locations and / or Entry Control Points (ECPs) for inspection or convoy support 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.

vi. Delivery point information is provided on page 161. The Afghanistan Dining Facility (DFAC) locations, MKTs or Class I Points will be the destination of delivery. For customers in Afghanistan, expectations are for sites to require delivery every other day for some sites. It will be up to the Prime Vendor to find the most efficient delivery schedule which maximizes each sites delivery schedule. An ordering sequence will be developed to spread the customer orders out in order to prevent all orders/ “pushes” to be on the same day.

vii. The customers should not be contacted regarding questions concerning delivery prior to contract award. Prime Vendors are advised to contact the Contracting Officer(s) or the Contract Specialist(s) for any such information. Post award, Services will have representatives available from a combination of HQ staff, deployed commands and dining hall representatives.

viii. 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.

ix. The Prime Vendor shall also ensure that the personnel loading and delivering the product provide prompt and efficient service to the customer. Drivers shall carry picture ID's, and comply with badge requirements and any other internal ID and security requirement of the specific site. 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. Failure to comply with all security requirements may result in delay, damage, or costs that will be the Prime Vendor's responsibility.

x. 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, and the product must be accessible for downloading by the customer. However, in some instances, the Prime Vendor will be required to download the product. The Prime Vendor

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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 contract will apply to the additional locations, and no further cost will be incurred by the Government.**

xi. The Prime Vendor will be required to maintain a detailed contingency CONOPs designed to ensure that you will be able to independently provide continued support to all DLA customers covered by this contract should any of your 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, 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. This contingency CONOPs may be tested at any time throughout the life of the contract. Such testing will be at no additional costs to the Government and shall be included in the Prime Vendors distribution price.

## 2. Additional Delivery Programs

### A. Inbound Transportation from outside Afghanistan to the Prime Vendor's OCONUS distribution facility:

The Prime Vendor is required to execute deliveries from the neighboring countries, e.g. Southern Caucuses/Central and Southern Asian States (SC/CASA) states, into the Prime Vendor's OCONUS distribution network. Distribution Price categories 6, 7, 8, 9, 10 and 11 would apply. Unlike normal delivery processes, currently, there are no TRANSCOM transportation rates in place for these routes. The Prime Vendor is required to arrange for their own transportation services and rates. However, if USTRANSCOM transportation rates become available at any time throughout the life of the contract, the Prime Vendor shall immediately use DTS to transport their product in lieu of arranging their own transportation. In this case, Distribution Price categories 1, 1A, 2, 2A, 3, 3A, 4, 4A, 5 and 5A would apply. The Prime Vendor will also be responsible for all customs clearance from the point of debarkation through to the Prime Vendor's OCONUS distribution facility(s).

Inbound Transportation will be included in the non-standard distribution price.



**B. TITLE**

Title of all products purchased for the Government remains with the Prime Vendor during the shipment, and title passes to the Government when products are inspected and accepted at the final delivery point by an authorized Government receiving official.

**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.
2. Customers will be able to order all of their requirements through STORES. The system will transmit orders to the Prime Vendor and to DLA Troop Support.
3. The awardee shall be required to interface with STORES and must be able to support the following EDI transactions:
  - i. 810 – Electronic Invoice
  - ii. 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
  - iv. 864 – Inventory Reporting
4. Subsistence EDI guidelines and 864 Inventory Reporting requirements are identified at the bottom of this document.

5. The Prime Vendor shall have access to the Internet and be able to send and receive electronic mail (email).
6. Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point.
7. 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."
8. 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.
9. In the event that STORES or the Prime Vendor interface is not operational, the Prime Vendor must 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.
10. 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.
10. Prime Vendors are permitted to request no more than one (1) Special 832 transaction per week. All Special 832 transactions must be approved by the Contracting Officer.

#### **D. ORDER PLACEMENT**

1. Order placement must be made before 12 noon local time to be considered for that day. Each order must be ready to be shipped within a maximum of six (6) days of receipt of order. Upon the Contracting Officer's authorization, exceptions may be granted for remote areas and communication problems. Each Prime Vendor must submit an order

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delivery schedule which depicts transit time and method of distribution to each DODAAC (customer location).

2. The Prime Vendor is to advise the customer no later than 12 noon local time on the day following order placement of the non-availability of an item. If it appears that the contractor does not expect a stock replenishment in sufficient time to fulfill the requirement, the contractor should offer the customer a substitute of equal or higher quality and of equal or lower cost (unless otherwise accepted by the customer) at the time of the non-availability notification, or advise them of the not in stock (NIS) position of the item. The customer will make the final decision on the acceptability for any substitution and submit a new delivery order.

#### **E. ORDER CANCELLATION**

1. Ground customers may cancel orders that do not contain tri-walls prior to truck sealing. No restocking charges shall apply. Restocking charges may only be applied at the Contracting Officer's discretion, for cancellations after truck sealing on orders over \$10K.
2. Airlift customers may cancel orders prior to loading of product onto aircraft. No restocking charges will apply. Restocking charges may only be applied at the Contracting Officer's discretion, for cancellations after the aircraft is loaded on orders over \$10K.
3. In regard to airlifts, Afghanistan customers may cancel orders prior to loading of product onto aircraft. No restocking charges will apply. Restocking charges may only be applied at the Contracting Officer's discretion, for cancellations after the aircraft is loaded on orders over \$10,000.

#### **F. HOLIDAYS**

All orders are to be delivered on the specified delivery date. However, when a scheduled delivery falls on a holiday or during a holiday period, such as the thirty (30)-day month of Ramadan and the three (3)-day celebration of Eid al-Fitr, the contractor shall make delivery arrangements in advance with the customer to prevent disruption of service. In sufficient time prior to Ramadan and Eid-al-Fitr, the contractor will ensure that ample stock levels are maintained in the OCONUS

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distribution facility(s) should containers / trucks / aircraft be detained at the ports, borders, Class I yards, air ramps, and the contractor’s OCONUS distribution facility(s) due to limited transportation capabilities.

**G. EMERGENCY ORDERS**

1. Any emergency order must be approved by the contracting officer. Emergency orders placed by the customer are those that are required sooner than the routine 6, 7, 8 day delivery schedules, or agreed upon schedule. The Prime Vendor will provide a maximum of two such “emergency” orders, excluding mobilization actions, per month, per customer at no additional charge. In the event additional emergency orders are authorized, the Prime Vendor will be paid \$250 in addition to any applicable distribution prices. The Prime Vendor will not be able to reject an extra emergency order and/or be able to reschedule the extra emergency order.
2. The Prime Vendor must be able to receive and process delivery orders on any day of the week to include holidays. Delivery days and times under this contract 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 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**

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.

**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 120 days lead time to source, transport and make available the new item to the end-user customer. This 120-day period will begin after the Prime Vendor receives the individual services’ Headquarters or Regional Area Command approval and initial demand for the item. It is the Prime Vendor’s responsibility to obtain individual services’ Headquarters or Regional Area Command approval. The 120-day lead time does not apply to replacement items. Lead time will

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depend on existing inventory. 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. While the Government does not guarantee, however, any particular ordering pattern or amount, 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 fifteen (15) 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 fifteen (15) case monthly order quantity. Those slow moving items will be considered for catalog deletion. Special Order, Seasonal, Spices, and Holiday Items will be required at less than fifteen (15) case demand levels and are excluded from the fifteen (15) case monthly demand review. Offerors are reminded that the Government's only ordering obligation under this IDIQ contract is the guaranteed minimum.

2. The Prime Vendor shall assume the responsibility of introducing new food items to the customers, as well as to show cost effective alternatives to their current choices. The Prime Vendor will use their proposed supplier selection process to include analysis/comments/recommendation of new products prior to the product sampling/taste testing. The Prime Vendor will be responsible to work with the customer to ensure that the customer is included in the decision to determine the acceptability of product.

3. All new items, including replacement, Mandatory, MPA and National Contract items must be approved in accordance with individual services' Headquarters or Regional Area Command's operating procedures. New item and replacement item prices must be determined fair and reasonable and approved by the Contracting Officer prior to the items addition to the customer's catalog. Customers are responsible for an estimate of initial monthly demand which the Prime Vendor will use for their original order placement to the manufacturer/supplier. The Prime Vendor will re-order inventory according to the customers' monthly sales. It is the Prime Vendor's responsibility to notify the customers when product is not moving in accordance with the monthly sales, in order for the customers to adjust those quantities if deemed necessary.

4. 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 bi-monthly and monthly 832 updates.

5. If an item is deleted or replaced by a new item due to customer preference, the customer

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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.

6. Procedures for Processing New Items

- i. Written approval from the Contracting Officer shall authorize all specified new item additions and/or changes to NSNs prior to catalog update transmissions. This requirement is for the Contracting Officer's determination of price reasonableness. The customer will continue to determine the items to be added to the catalog.
- ii. Vendors must utilize the latest New Item Request Form (NIRF), which will be provided by the Contract Specialist during post-award administration. When downloading these forms from the website, there will be a message regarding the case label requirement. This pop-up must be acknowledged in order to access these forms. This NIRF must be submitted for all items including Mandatory and MPA items.
- iii. New item prices for non-MPA items must be determined fair and reasonable, and therefore approved by the Contracting Officer prior to the items 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 for the new non-MPA item to be fair and reasonable and approves the addition.
- iv. Each request for the approval of the new item must have the following documentation attached:
  - Copy of the Manufacturer's original invoice signifying the Manufacturer's FOB Origin product price, and discount terms, or written price quote, on the manufacturer's letterhead, if the item is not currently in stock, containing: item price per unit of measure (UOM), date price quote was obtained, time period price quote is effective for, item description, quantity covered by the price quote, manufacturer's identification number (i.e., Global Trade Identification Number (GTIN), Stock Keeping Unit (SKU), Universal Product Code (UPC), etc.), manufacturer's FOB Origin product

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price, payment terms include any applicable discounts, manufacturer's point of contact information, stock number if available, NAPA Discount if applicable, FOB Origin Terms to include the location and the original manufacturer or grower's point of contact including name, title, signature address, and phone number. For all Fresh Fruit and Vegetable and OCONUS Items, in addition to the above, you must include the location of the importer.

- Copy of the Manufacturer's specification sheet.
- Supplier/Distributor Case Label.
- Principal Display Panel (PDP). This is 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.
- Information Panel (IP). This is the portion of the label including the Ingredient Statement, Nutrition facts, county of origin and the name of the manufacturer, distributor, or broker and their address. This submission will assure the correct product information is available to the DLA Troop Support catalog team. Requests submitted without this information, will not be processed (the awardee will be provided copies of the acceptable "case labels" post award).
- Distribution Price Category and Distribution Price per unit of measure (UOM) will be annotated on the NIRF by the Contracting Officer or Contract Specialist.
- Estimate of initial monthly demand for the new item (i.e. Average Monthly Demand/AMD) as provided by the customer.

\*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.

All requests and the related supporting documentation shall be emailed to the Contracting Officer, Contract Specialist and Tailored Vendor Logistics Specialist (TVLS) for immediate review. Any request missing information outlined above will not be processed.

The approved price as submitted on the form (i.e. generic, NAPA, or non-food) MUST be the price submitted upon the 832 transmission. Incoming 832 transmissions will be verified for compliance. Prices other than those approved will be rejected.

**J. FILL RATE/SUBSTITUTIONS/EXCEPTIONS**

1. The required minimum 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

During contract performance, higher fill rates may result in a higher Past Performance and Experience rating for future acquisitions. Fill rates will be documented in the Contractor Performance Review System (CPARS) and low fill rates may impact past performance evaluations on subsequent acquisitions.

2. The Government’s in-house record for non-catch weight fill rate shall be calculated utilizing the order and receipt information located in STORES, as specified below. The 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.

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

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

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

4. Definitions:

i. Non catch-weight item: An item which has a specific weight per case, e.g. 8920-01-E09-7315, Cake Mix, Yellow, 6/5 LB BX.

ii. Catch-weight item: An item for which a weight range is acceptable; normally meat items purchased by the pound, e.g. 8905-01-E29-2117, Beef Flank Steak, 11-15 LB.

iii. Cases accepted: For non-catch weight items, the product quantity that the customer has received and receipted, not including damaged cases, and mis-picks.



iv. Cases ordered: For non-catch-weight items, the product quantity requested by a customer.

v. Pounds accepted: For catch weight items, the product quantity that the customer has received and receipted, not including damaged cases, and mis-picks.

vi. 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%.

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 estimated weight average of cases that will be delivered) is input in 832 catalog field CTP04, Catch Weight Multiple.

6. See paragraph 3 above for the calculation of fill-rate for catch weight items.

7. No single line item will be credited for more than 100% fill-rate. This includes both catch weight and non-catch weight items and for any items should the accepted quantity be greater than the quantity ordered.

8. Non-conforming cases, e.g. incorrect items (mis-picks) and damaged cases will not be accepted and receipted.

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 required delivery dates (RDD). Fill-rates are calculated for non-catch-weight items and catch-weight items.

10. The Prime Vendor shall promptly inform the Contract Specialist, Contracting Officer, and COR of any specific instances that would absolve or excuse its failure to deliver an order, or individual line item(s), in full; (i.e. customer written cancelation line or quantity prior to STORES receipt, customer ordered incorrect quantity, item being discontinued, etc.). If the Contracting Officer agrees with the justification, the exception will post to STORES 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

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in the calculation. These excusable instances represent Fill-Rate Exceptions, and are shown below.

11. The Prime Vendor shall submit its fill-rate report (to include overall non-catch weight item fill rate based on cases and overall catch weight fill rate based on pounds) to the DLA TROOP SUPPORT Contracting Officer. The reports shall be based on order required delivery dates (RDD), not order placement dates. The Government will compare and attempt to reconcile the Government and Prime Vendor's report. The Government's fill-rate report will be the official government record for contract performance evaluation.

VENDOR SHORT SHIPMENT EXCEPTION CODES:

- D01 STORES receipt data did not process – DLA Troop Support exception\*\*
- D02 STORES catalog problem, prf incorrect (STORES master production catalog error)- DLA Troop Support exception
- D03 STORES catalog problem, catch weight item pkg data incorrect (master production catalog error) – DLA Troop Support exception
- D04 Approved NIS waiver (CONUS/OCONUS NIS approved by the contracting officer - to provide supporting documentation for decision) – DLA Troop Support exception
- V01 Monthly item demand exceeds average demand by >300% - vendor exception
- V02 Newly cataloged item (insufficient time for vendor to capture demand history) - Vendor exception\*\*
- V03 Low shelf life. Frequent restocking required (cooler item i.e., yogurt) - Vendor exception\*\*
- V04 Pre-deliver / customer cancelled order - Vendor exception
- V05 Customer based order quantity on the incorrect unit of issue - Vendor exception
- V06 Customer did not provide sufficient ordering lead time i.e., special order item - Vendor exception
- V07 Item being phased out (catalog timing issue) - Vendor exception
- V08 Catch weight adjustment (customer orders 100 lbs. Actual weight of product is 98 lbs.) - Vendor exception
- V09 Product recalled - Vendor exception
- V10 Other (vendor to provide specific explanation for "other" exception) – Vendor exception

\*\* Note: Not Applicable in OCONUS

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Unless otherwise directed by the Contracting Officer, the following format will be used for DLA Troop Support Prime Vendor Fill Rate Exception Reporting:

DLA Troop Support Vendor Fill Rate Exception Spreadsheet									
Contract #	DODAAC	PO Number	Stock #	Exception Code	Actual Order Cases	Actual Receipt Cases	Actual Order Weight (Catch)	Actual Receipt Weight (Catch)	Other Reason Verbose Description
<b>Notes:</b>									
1) Exception Codes must be from the current list of authorized short shipment codes.									
2) The Unit of Measure must match what is in the catalog provided to STORES.									
3) Column J should only be completed if Exception Code V01 or V10 has been entered in Column J. Limit to 160 characters.									
4) Use the header provided without altering									
5) Do not add additional columns.									
6) Do not delete existing columns.									

Unless otherwise directed by the Contracting Officer, the following format will be used for DLA Troop Support Prime Vendor Fill Rate PO Summary Reporting:

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DLA Troop Support Vendor Fill Rate PO Summary Spreadsheet										
Contract #	DODAAC	PO Number	Total Actual Order Cases	Total Actual Receipt Cases	Total Actual Order Weight (Catch)	Total Actual Receipt Weight (Catch)	Total # of Line Items	Overall Fill Rate %	Overall Non Catch Weight Fill Rate %	Overall Catch Weight Fill Rate %
<b>Notes:</b>										
1) Columns F and G are required for catch weight items only.										
2) Do NOT place the percentage sign (%) in columns I, J, and K. Restrict the decimal point to two (2) places.										
3) Use the header provided without altering										
4) Do not add additional columns.										
5) Do not delete existing columns.										
6) Do not provide additional column totaling.										
7) Ensure that there are NO COMMAS in in columns I, J, and K.										

**XV. CONTRACT AUTHORITY, ADMINISTRATION, IN-PROCESS REVIEWS, INVOICES, PAYMENTS, REPORTS, AND PRIME VENDOR 832 CATALOGS**

**A. CONTRACTING AUTHORITY**

1. The DLA Troop Support Contracting Officer is the only person authorized to approve changes, or modify any requirement of the contract. Notwithstanding any provisions contained elsewhere in the contract, said authority remains solely with the DLA Troop Support Contracting Officer.
  
2. In the event the Prime Vendor effects any change at the direction of any person other than the DLA Troop Support Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made. The Contracting Officer 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 DLA Troop Support 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 DLA Troop Support Contracting Officer must approve any changes to the contract.

**C. IN-PROCESS REVIEWS**

1. The Contracting Officer will conduct In-Process Reviews (IPRs) to evaluate and discuss Prime Vendor performance on a monthly basis.
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. As a minimum, the Prime Vendor participants must include: the contract administrator and/or program manager. Future meetings may be required, costs for such travel will not be reimbursed by the Government

**D. NOTICE TO CONTRACTORS**

1. The Prime Vendor is hereby advised that although there is a guaranteed minimum 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. The resulting Prime Vendor will be required to hold prices the week prior to the Government's Fiscal Year change (October 1). No catalog adjustments will be made the week prior to the start of a new fiscal year.

**E. CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)**

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

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

Since November 1, 2006, a DoD Public Key Infrastructure (PKI) Certificate is required for all Prime Vendor 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 Prime Vendors 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 Prime Vendors establish distribution prices.

Government contractors who do not work at a DoD facility may purchase a DoD PKI certificate from one of three External Certificate Authorities (ECAs). The ECAs are contractors who provide digital certificates to DOD's industry partners who are using their

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own equipment or working in non-government facilities. A list of ECAs is available at [https://www.cpars.gov/pki\\_info.htm](https://www.cpars.gov/pki_info.htm). Each contractor employee accessing CPARS will need an Identity Certificate (An Encryption Certificate is not required). Certificates range in price from \$99 - \$115 per certificate per year, with volume discounts at some ECAs. Each contractor must fully comply with the DoD requirement to implement PKI in order for our information systems to remain secure and viable.

## 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 distribution categories 1-11, the product price, plus the standard distribution price, and non-standard distribution price will be established as a Prime Vendor's catalog unit price for food and non-food orders submitted by the customer via STORES. In regard to distribution categories 12-18, which do not have associated product prices, the standard distribution price will be established as a prime vendor catalog unit price for food and non-food orders submitted by the customer via STORES. Any applicable non-standard distribution prices must be identified on a separate catalog to be utilized by DLA Troop Support to generate on a daily basis, an additional Purchase Order via STORES for all non-standard payments. The process for ordering, receipting, invoicing, billing, and payment is completely electronic via STORES and EBS.

ii. In regard to distribution category 13, which does not have associated product prices, the standard distribution price will be established as a Prime Vendor's catalog unit price. The Contracting Officer will provide detailed instructions for this process on a case by case basis. In regard to distribution category 13, all charges associated with Restocking Fees must be submitted on a separate paper invoice by the Prime Vendor for Contracting Officer approval.

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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 Representative no later than the 15<sup>th</sup> day of the following month; e.g. for the period of January 1 thru January 31, referenced invoices must be received by February 15<sup>th</sup>. 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 Prime Vendor will be responsible for correction and re-submission.
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 Prime Vendor’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);
- ii. Item nomenclature;
- iii. LSN or NSN;
- iv. Quantity purchased per item in DLA Troop Support’s unit of issue;
- v. Clean invoices must be submitted; and
- vi. Total dollar value on each invoice (reflecting changes to the shipment, if applicable).

10. Prime Vendors are 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 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 Clause 52.212-4 “Contract Term and Conditions – Commercial items” (Oct 2018) and any addendum, appearing in the section of this contract 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

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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 Prime Vendor 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. All Prime Vendors must have the ability to accept an 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, Prime Vendors will have availability to view what the customer has or has not receipted, via the BSM website. The Prime Vendor 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). Reference Clause FAR 52.232-33, “Payment by Electronic Funds Transfer – System for Award Management” (Oct 2018). However, the election as to whether to make payment by check or electronic funds transfer is at the option of the Government.

## **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 additional 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 these reports. All of these reports shall be cumulative for a one (1) month period and submitted no later than the seventh day of the following month (i.e. reporting period of January 1st through January 31st, the reports must be received by February 7<sup>th</sup>). 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 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." This statement is to affirm the accuracy and completeness of the information being provided.

1. Fill Rate Reports: (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 DLA Troop Support 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

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report tab which 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

2. 832 Report (Monthly):

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, NAPA discount and country of origin.

3. Slow Movers (Excess Stock) (Monthly):

This report shall list all products that are being ordered in quantities of less than the required contract minimum monthly quantity of (15) cases. Purpose is to track slow moving items for possible deletion from the catalog.

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 and include quantity and dollar value, and shall be sorted by the applicable business size category of the manufacturer/supplier. 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. 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. Monthly Rebates Report:

i. General Rebates: All rebates passed along to the customer via off-price reductions, or that is due to the customer, shall be summarized by listing each customer and the rebate amount. Also, the Prime Vendor shall include the manufacturer offering the rebate and the product usage. The total shall be per customer and per contract. The absence of rebates must be reported on a monthly basis as well.

ii. Food Show Rebates Report: This report shall show a detailed break out of all savings received at Food Shows by attending vendors and is as required based on the timing of the Food Show. The Contracting Officer should receive this report no later than two weeks after the end of the special pricing period and said report shall include a list of each customer, the Food Show amount, the manufacturer/broker name, and quantity ordered. Food Show rebates shall be listed per customer, per contract, and per manufacturer. The total shall be per customer and per contract.

iii. NAPA Report: This report should summarize the savings passed along to the customers in the form of deviated allowances realized as a result of utilizing the 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. Contractor Records Retention (DGPA 17.9503-P(b) (1) (xxii)) (Annually):

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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.

7. Weekly Supply Chain Fitness Report (SCFR):

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 (stock on-hand, stock in transit and stock on order). Each of these elements are reported and tracked at the line item level.

8. Not-in-Stock (NIS) (Weekly):

This report must list all not-in-stock products (in accordance with the definition of fill rate/not in stock) and the estimated "get well" date for each item for a one-week period.

9. Cost Savings Report (Monthly):

This report will help demonstrate the efforts that the Prime Vendor is making to reduce product price costs. The report format will be provided to the Prime Vendor post award; however, each line shall contain, at a minimum, DLA Troop Support stock number, Global Trade Identification Number (GTIN), Manufacturer name, description, savings type, reason for savings, price change comparison (including old price, new price and percentage difference), price validity (start and end dates), and savings for the fiscal year (including actual sales volume and actual cost savings).

10. 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.

11. NAPA Report:

The Vendor will submit a monthly report and the NAPA data-tracking company (currently One2One) will generate a monthly Discrepancy Report. Prime Vendors are required to refund any allowances not passed on as up-front item discounts.

12. Vendor Catalog Report (Monthly)

This report must be sorted by Item Description; each line to contain at a minimum: DLA Troop Support stock number, item description, product price, normal distribution price, unit price, premium distribution price, purchase ratio factor numerator, unit of issue, item category, item category unit of measure.

13. Kidnapping, Serious Injuries and Death Report (Monthly)

The Prime Vendor shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur.

14. Prime Vendor Census Report (Monthly)

The Prime Vendor shall provide monthly employee census information to the Contracting Officer, by province, for this contract.

15. Afghanistan National Employment Report (Monthly)

The number of Afghanistan Nationals employed by the contractor, listed by position(s). Identify any actions taken to support the Afghanistan National Employment initiative.

16. Afghanistan First Report (Monthly)

Identify the items, dollar values, quantities, maximum capacity of the supplier(s), and any actions taken to support the Afghanistan First initiative.

17. DLA Owned Material Report (Monthly)

This report shall show a detailed description of the Operational Rations owned by DLA at various PV 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 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.

18. DLA Owned Material Physical Inventory Report (Annually)

The contractor 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. 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 included herein.

2. It is estimated that the Prime Vendor will be required to establish a minimum of six (6) 832 catalogs. 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.



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Catalog 1: This catalog should contain all items available for issue to all customer sites via ground movement not requiring convoy security or commercial air. The catalog unit price will consist of the product price + the standard distribution price.

Catalog 2: This catalog should contain all items available for issue to all customer sites via ground movement with convoy security. The catalog unit price will consist of the product price + the standard distribution price.

Catalog 3: This catalog should contain all items available for issue to all customer sites requiring air movement. The catalog unit price will consist of the product price + the standard distribution price.

Note: Catalogs 1, 2 and 3 will be identical to each other with the exception of the catalog number; however, each catalog will be linked to a different administrative catalog; i.e., catalog 4, 5 or 6. This is necessary to ensure the correct non-standard billing charge is applied to every line of each purchase order once the order is sent via STORES.

Catalog 4: This catalog will mirror Catalog 1 for all items with the exception of pricing. Pricing will consist of only the non-standard distribution price for ground movements not requiring convoy security or commercial air. (Administrative Catalog)

Catalog 5: This catalog will mirror Catalog 2 for all items with the exception of pricing. Pricing will consist of only the non-standard distribution price for ground movements with convoy security. (Administrative Catalog)

Catalog 6: This catalog will mirror Catalog 3 for all items with the exception of pricing. Pricing will consist of only the non-standard distribution price with air movement. (Administrative Catalog)

Catalogs 1, 2, and 3 will be visible to all customers. Catalogs 4, 5 and 6 will be considered administrative catalogs and only visible to DLA Troop Support for use in calculating the appropriate non-standard distribution charges based upon the customer's food order generated in STORES utilizing Catalogs 1, 2 or 3. Once charges have been calculated using the appropriate administrative catalog, an order for the non-standard distribution charges will be placed by DLA Troop Support for the customer using specific LSNs designated for non-standard billing. Catalogs 4 and 5 will initially be established with the non-standard distribution pricing associated with and without convoy security as the primary methods for outbound transportation for customer support. Catalog 6 will initially be established with

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only the non-standard distribution pricing associated with air movements within Afghanistan. Catalogs 1, 2 and 3 will be linked to separate Order Points that will ensure the correct administrative catalog is used to create non-standard obligations. Customers will be given instruction on how to utilize the correct Order Point for order placement.

Unique non-standard distribution costs will be placed on order, receipted, invoiced, billed and paid separately based on original food order quantities.

## **J. OTHER CONSIDERATIONS**

The Prime Vendor will cooperate 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, relating to pricing, discounts, rebates, allowances or other similar economic incentives or benefits that will be received by the Prime Vendor.

## **XVI. AFGHANISTAN PROGRAMS**

### **A. Afghanistan First**

The Afghanistan First Program was designed for prime contractors to provide developmental assistance to PHC inspected and approved Afghanistan businesses for value-added services and/or products. The Afghanistan First initiative is also designed to encourage participation and growth opportunities for Afghanistan-owned / based businesses that will participate in carrying out the requirements of the prime vendor contract.

“Product from Afghanistan” means a product that is mined, produced, manufactured, or substantially transformed in Afghanistan.”

The Prime Vendor will submit progress reports in reference to their Afghanistan First efforts to the Contracting Officer as part of their monthly metrics reporting. The Prime Vendor will describe their willingness and plans to develop additional opportunities for Afghanistan First. The Prime Vendor must identify the employee(s) responsible for ensuring that this program is supported during the contract performance.

The Afghanistan First Program will be included in the standard distribution price.

**B. Afghanistan National Employment**

Afghanistan National Employment encourages employment and use of Afghanistan Nationals in the Prime Vendor's performance.

The Prime Vendor will submit progress reports in reference to their Afghanistan National Employment efforts to the Contracting Officer as part of their monthly metrics reporting. The Prime Vendor will describe their willingness and plans to develop additional opportunities for Afghanistan National Employment. The Prime Vendor must identify the employee(s) responsible for ensuring that this program is supported during the contract performance.

The Afghanistan National Employment initiative is included in the standard distribution price.

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**AWARDED DISTRIBUTION PRICES**

**STANDARD DISTRIBUTION PRICES**

Distribution Category #	Distribution Category Description	Distribution Price Category Unit of Measure	Afghanistan Standard Distribution Price Tier #1	Afghanistan Standard Distribution Price Tier #2	Afghanistan Standard Distribution Price Tier #3
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,	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 (For Product Price Exception A)	LB			
11	OCONUS Water CS (Potable - Bottled)	CS			
12	Disposal (Incl. Trans; Approved at the Contracting Officer's	CS			
13	Restocking Price for Orders Over \$10K (Approved at the Contracting Officer's Discretion)	CS			
14	GFM Inspection, Storage, Rework, Relabel, Distribution, Dry (Single Case/Box) CS	CS			
15	GFM Inspection, Storage, Rework, Relabel, Distribution, Dry (2 Cases per Module) EA = 2 cases	EA			
16	GFM Inspection, Storage, Rework, Relabel, Distribution, Dry (3 Cases per Module) EA = 3 cases	EA			
17	GFM Inspection, Storage, Rework, Relabel, Distribution, FZN	CS			
18	Pick Up of Customer Owned Product from Customer Location	Pallet			
19	Wet Ice (Potable) LB	LB			

**NON-STANDARD DISTRIBUTION PRICE WITHOUT CONVOY SECURITY**

Distribution Category #	Distribution Category Description	Distribution Price Category Unit of Measure	Afghanistan Non-Standard Distribution Price without Convoy Security Tier #1	Afghanistan Non-Standard Distribution Price without Convoy Security Tier #2	Afghanistan Non-Standard Distribution Price without Convoy Security Tier #3
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 (For Product Price Exception A)	LB	■	■	■
11	OCONUS Water CS (Potable - Bottled)	CS	■	■	■
12	Disposal (Incl Trans; Approved at the Contracting Officer's Discretion)	CS	■	■	■
13	Restocking Price for Orders Over \$10K (Approved at the Contracting Officer's Discretion)	CS	■	■	■
14	GFM Inspection, Storage, Rework, Relabel, Distribution, Dry (Single Case/Box) CS	CS	■	■	■
15	GFM Inspection, Storage, Rework, Relabel, Distribution, Dry (2 Cases per Module) EA = 2 cases	EA	■	■	■
16	GFM Inspection, Storage, Rework, Relabel, Distribution, Dry (3 Cases per Module) EA = 3 cases	EA	■	■	■
17	GFM Inspection, Storage, Rework, Relabel, Distribution, FZN CS	CS	■	■	■
18	Pick Up of Customer Owned Product from Customer Location	Pallet	■	■	■
19	Wet Ice (Potable) LB	LB	■	■	■

**NON-STANDARD DISTRIBUTION PRICE WITH CONVOY SECURITY**

Distribution Category #	Distribution Category Description	Distribution Price Category Unit of Measure	Afghanistan Non-Standard Distribution Price with Convoy Security Tier #1	Afghanistan Non-Standard Distribution Price with Convoy Security Tier #2	Afghanistan Non-Standard Distribution Price with Convoy Security Tier #3
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 (For Product Price Exception A)	LB	■	■	■
11	OCONUS Water CS (Potable - Bottled)	CS	■	■	■
12	Disposal (Incl Trans; Approved at the Contracting Officer's Discretion)	CS	■	■	■
13	Restocking Price for Orders Over \$10K (Approved at the Contracting Officer's Discretion)	CS	■	■	■
14	GFM Inspection, Storage, Rework, Relabel, Distribution, Dry (Single Case/Box) CS	CS	■	■	■
15	GFM Inspection, Storage, Rework, Relabel, Distribution, Dry (2 Cases per Module) EA = 2 cases	EA	■	■	■
16	GFM Inspection, Storage, Rework, Relabel, Distribution, Dry (3 Cases per Module) EA = 3 cases	EA	■	■	■
17	GFM Inspection, Storage, Rework, Relabel, Distribution, FZN CS	CS	■	■	■
18	Pick Up of Customer Owned Product from Customer Location	Pallet	■	■	■
19	Wet Ice (Potable) LB	LB	■	■	■

**NON-STANDARD DISTRIBUTION PRICE COMMERCIAL AIR DELIVERY**

Distribution Category #	Distribution Category Description	Distribution Price Category Unit of Measure	Afghanistan Non-Standard Distribution Price Commercial Air Delivery Tier #1	Afghanistan Non-Standard Distribution Price Commercial Air Delivery Tier #1	Afghanistan Non-Standard Distribution Price Commercial Air Delivery Tier #1
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 (For Product Price Exception A)	LB	■	■	■
11	OCONUS Water CS (Potable - Bottled)	CS	■	■	■
12	Disposal (Incl Trans; Approved at the Contracting Officer's Discretion)	CS	■	■	■
13	Restocking Price for Orders Over \$10K (Approved at the Contracting Officer's Discretion)	CS	■	■	■
14	GFM Inspection, Storage, Rework, Relabel, Distribution, Dry (Single Case/Box) CS	CS	■	■	■
15	GFM Inspection, Storage, Rework, Relabel, Distribution, Dry (2 Cases per Module) EA = 2 cases	EA	■	■	■
16	GFM Inspection, Storage, Rework, Relabel, Distribution, Dry (3 Cases per Module) EA = 3 cases	EA	■	■	■
17	GFM Inspection, Storage, Rework, Relabel, Distribution, FZN CS	CS	■	■	■
18	Pick Up of Customer Owned Product from Customer Location	Pallet	■	■	■
19	Wet Ice (Potable) LB	LB	■	■	■

**AWARDED MARKET BASKET PRODUCT PRICES**

Line Item	Stock Number	Item Description	Distribution Price Category UoM	Product Price	Distribution Category #
1	896001E099310	SPORTS DRINK, LEMON-LIME, 24/20 FL OZ BT	CS		1A
2	892001E618021	RICE, BASMATI, 12/2 LB BG	CS		1
3	892501E610410	NUTS, MIXED, SHL, W/PEANUTS, OIL RST, 6/3.5 LB CO	CS		1
4	892001E603473	CEREAL, VARIETY, HEALTHY, 60/1.25 -2.7 OZ CO, 1/8.25 LB CS	CS		1A
5	892001E598920	CEREAL, VARIETY, KELLOGG'S, 1.3-2.8 OZ CUPS, 60 CT, 1/7.5 LB CS	CS		1A
6	894001E612327	MEAL REPLACEMENT BAR, DOUBLE CHOC, FORTIFIED W/PROTEIN, IW, 48/1.59 OZ PG	CS		1A
7	891501E618978	JUICE BLD, SBERRY-BANA, CN, 24/8 OZ CN	CS		1A
8	891501E618976	JUICE BLD, POMEGRANATE-BLBERRY, CN, 24/8 OZ CN	CS		1A
9	892001E624281	RICE, LONG GRAIN, PARBOILED, 6/10 LB. PACKAGE	CS		1A
10	892501E598109	HONEY, 200/12 GM PG	CS		1A
11	895001E190225	SAUCE, CHEESE, CHDR, CN, 106 OZ CN, 6/#10CN	CS		1A
12	893001E613273	PEANUT BTR, CRMY, 200/0.75 OZ PG	CS		1
13	895001E190201	SALSA, MILD, THK & CHUNKY, 4/1 GL CO	CS		1
14	894001E594929	CREAMER, NON-DAIRY, LIQ, SS, FR VAN, 180/0.38 FL OZ PG	CS		1A
15	894001E616860	ENT-M, CREAMED BEEF, FREEZE DRIED, 12/21.2 OZ CO	CS		1
16	895001E092898	OLIVES, BLK, CN, SL, US GRA/B, MIN 120 OZ CN, 6/#10CN	CS		1
17	895501E950126	COFFEE, DECAF, INST, 6/80 CT CS, 480/1.7 GM PG	CS		1A
18	893501E614091	SOUP BASE, CKN, LS, W/O MSG, 6/1 LB CO	CS		1
19	895001E596578	MAYONNAISE, 4/1 GAL CO	CS		5A
20	895001E095681	SAUCE, STEAK, 12/15 FL OZ BT	CS		1A



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21	895001E620853	SAUCE, HOT, VARIETY, 24 HOT, 12 GARLIC HOT, 12 HOTTER HOT, 48/6 FL OZ BT	CS		1A
22	893501E614089	SOUP/GRAVY BASE, BEEF, LS, W/O MSG, 6/1 LB CO	CS		1
23	895001E591141	SAUCE, SPAGHETTI, CN, W/TOMATO BITS, 104 OZ CN, 6/#10CN	CS		1
24	893501E623099	SOUP MIX, CKN NOODLE, WATER PREP, 1 GL YIELD, 4/13.3 OZ PG	CS		1A
25	895001E090300	PEPPERS, JALAPENO, PICKLED, SL, CN, MIN 106 OZ CN, 6/#10CN	CS		1
26	895001E097249	MAYONNAISE, 200/12 GM PG	CS		5
27	895001E950138	DRESSING, ITALIAN, FF, 102/1.5 FL OZ PG	CS		1A
28	895001E950136	DRESSING, HONEY MUSTARD, 102/1.5 FL OZ PG	CS		1A
29	895001E593977	SAUCE, BBQ, 100/1 FL OZ CUP	CS		1A
30	895501E095123	TEA BAGS-I, ORG/BLK PEKOE, W/TAGS & STRINGS, 10/100 CT BX	CS		1A
31	895501E397502	TEA MIX, INST, UNSWT, BLACK, 1 GAL YIELD, 40/1 OZ PG	CS		1A
32	894501E623982	SHORTENING, LIQ, DFF, TFF, CANOLA, CLEAR, LONG FRY LIFE, 1/35 LB CO	CS		5
33	895001E613475	GARLIC, GRANULATED, CALIFORNIA, 1/25 OZ CO, 1 LB SIZE CO (IND UNIT SALE)	EA		2A
34	891001E618573	CHEESE, CHDR, NAT, SHRD, FZN, MILD, 4/5 LB CO	CS		3
35	891501E593414	POTATOES, FR FRIES, WEDGES, FZN, BTRD, 6/5 LB BG	CS		3
36	891001E092389	ICE CRM, VAN, FZN, 1/3 GL CO	CS		3A
37	894001E618969	APTZR, SPRING ROLLS, PHILIPPINE (LUMPPIA), FZN, CKN SHANGHAI, 1 OZ, 10/2.5 LB CO	CS		3
38	891501E950171	POTATOES, HASH BRN, CHP&FRM, FZN, W/SKINS, 12/20 CT CS, 240/2.25 OZ EA	CS		3
39	892001E621831	COOKIES, WHITE CHOC MACADAMIA NUT, FZN, 108/1.33 OZ EA	CS		3
40	894001E950056	BKFST BURRITOS, FZN, EGG, CH, 72/3 OZ EA	CS		3A

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41	892001E950131	DOUGHNUTS, FZN, VARIETY, YEAST RAISED, 48/2.5 OZ EA	CS		3A
42	892001E950122	BISCUITS, BTRMILK, FZN, EASY SPLIT, 3 IN. RD, 120/2.5 OZ EA	CS		3
43	892001E950218	CAKE, LEMON COOLER, FZN, RING, 10 IN., 4/60 OZ EA	CS		3
44	894001E615110	ENT-M, TORTELLINI, CHEESE, FZN, W/CRMY PESTO SAUCE, 4/5 LB CO	CS		3
45	892001E622005	PIE, PECAN, FZN, SL, 10 IN., 6/36 OZ EA	CS		3A
46	894001E950194	ENT-M, LASAGNA, W/MEAT, FZN, 4/96 OZ CO	CS		3
47	892001E621834	COOKIES, OATMEAL RAISIN, FZN, 108/1.33 OZ EA	CS		3
48	894001E590054	APPETIZER, FROZEN, CHEESE STICKS- 6/2.5# BAG	CS		3
49	894001E621497	PIZZA-I, PAR/BK, FZN, CH, W/CH BLD, 5 IN. RD, 60/5.6 OZ EA	CS		3
50	894001E950077	ENCHILADAS, BEEF, F/C, FZN, W/O SAUCE, 96/7 OZ EA	CS		3
51	894001E611654	CORN DOG, FZN, LF TURKEY FRANK, WHL GRAIN, HONEY, 72/4 OZ EA	CS		3
52	890501E950119	BEEF RIBEYE STK, LIP-ON, BNLS, FZN, US CH GR, 64/10 OZ EA, N#1112A	LB		4
53	890501E130062	CKN BRST FLT, RAW, ICE GLAZED 2/5 LB BG	LB		4
54	890501E950064	CKN WINGS, UNBRD, P/C, FZN, JT 1&2, JUMBO, H&S, BUFFALO, MARIN, 1/10 LB CS	LB		4
55	890501E950120	BEEF RIBEYE, LIP-ON, BNLS, F/C, FZN, US SEL GR, RARE, 2/12-16 LB EA, N#630A	LB		4
56	890501E950319	BEEF, GRD, BULK, FZN, 90% LEAN, 4/10 LB PG, N#136	LB		4
57	890501E950037	BACON, SL, P/C, FZN, X-THK, 200/PG, 6/4 LB PG	LB		4
58	890501E621221	CKN TENDERLOIN FRITTER, VARIETY, F/C, FZN, 1/5 LB BG, GOLDEN & 1/5 LB BG HOT'N	LB		4
59	890501E622573	CATFISH FLT, RAW, FZN, MIN 60 CT, 5-12 OZ EA, 3/15 LB CS	LB		4

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60	890501E604436	CORNISH HEN HALVED FZN US GR. A W/O GIBLETS 13 OZ AVG 24 HALVES/CASE	CS		3
61	890501E950023	PORK SPARERIBS, CKD, FZN, ST LOUIS STYLE, 10/2.2 - 3.1 LB/SLAB, N#559A	LB		4
62	890501E130052	CKN QTRS,F/C,IQF,RSTED,FRM 3-3.5LB BIRD,MIN 4 BGS CS	LB		4
63	891001E618576	CHEESE, SWISS, NAT, SL, CHL, 0.75 OZ SL, 8/1.5 LB PG	CS		5
64	891001E618572	CHEESE, AM, SL, CHL, YELLOW, 160 CT PG, 4/5 LB PG	CS		5
65	892001E398170	BREAD, WHITE, FZN, SL, 6/700 GM PG	CS		7
66	891501E397983	NECTAR, APPLE, 24/200 ML CO	CS		6
67	891501E292751	JUICE, ORANGE, UHT, 24/200 ML CO	CS		6
68	892001E394313	ROLLS, HAMBURGER, FZN, SL, WHITE, 4 IN., 96/60 GM EA	CS		7
69	892001E394312	ROLLS, FRANKS, FZN, SL, WHITE, 96/50 GM EA	CS		7
70	896501E199281	BEER, NON-ALC, CN, 24/330 ML CN	CS		6
71	896001E900369	BEV, CARB, ORANGE, SWT, 24/300 ML CN	CS		6
72	896001E900370	BEV, CARB, SPRITE, 24/300 ML CN/CS	CS		6
73	891001E393212	EGGS, SHELL, MEDIUM OR LARGER 30/12 TRAYS	CS		8
74	891001E394836	MILK, LF, UHT, 1%, ASEPTIC PG, 27/236 ML CO	CS		1
75	891001E950073	EGG MIX, SCRAMBLED, LIQ, FZN, W/CITRIC ACID & MILK, PAST, 6/5 LB CO	CS		3
76	891501E311934	ONIONS, SWEET SPANISH, DRY, US#1 OR LOCAL EQUIV, BUY IN 1 LB INCREMENTS	LB		10
78	891501E213634	TOMATOES, FRESH, US NO. 1 GR, OR LOCAL EQUIV, BUY IN 1 LB INCREMENTS	LB		10
79	891501E213604	HONEYDEW MELONS, FRESH, BULK, US NO. 1 GR, OR LOCAL EQUIV, BUY IN 1 LB INCREMENT	LB		10
80	891501E213636	WATERMELON, FRESH, US#1, OR EQUIV, 1 TO 3/BOX, BUY IN 1 LB INCREMENTS	LB		10

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81	891501E213594	CANTALOUPE, FRESH, BULK, US NO. 1 GR, OR LOCAL EQUIV, BUY IN 1 LB INCREMENTS	LB		10
83	891501E312379	POTATOES, WHITE, BAKING, FRESH, BUY IN 1 LB INCREMENTS	LB		10
88	891501E213628	LETTUCE, ROMAINE, FRESH, US#1 OR LOCAL EQUIV, BUY IN 1 LB INCREMENTS	LB		10
89	891501E213629	SPINACH, RTU, FRESH, CRINKLED-LEAF OR FLAT LEAF, US NO 1 GR, OR LOCAL EQUIV, WAS	LB		10
90	891001E127521	COTTAGE CHEESE, FZN, LOWFAT 1.5%, SMALL CURD, 8/1LB CO	LB		9
91	896001E290484	WATER, SPRING, 24/0.5 LT BT	CS		11



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

**EDI Implementation Guidelines**

***EDI Implementation Guidelines for Subsistence Prime Vendor (STORES)***

***Updated November, 2013***

**SECTION 1.0 GENERAL INFORMATION .....**

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- 1.2 EDI TESTING PROCESS .....
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- 3.1 (832) CATALOG REQUIREMENTS.....
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**Section 1.0 General Information**

***1.1 DLA Troop Support EDI Test Contacts***

<b>Contact For</b>	<b>POC</b>
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<b>EDI 832 (Catalog) Testing</b>	<p>Bob Thistle – <a href="mailto:robert.thistle@dla.mil">robert.thistle@dla.mil</a>          (215) 737-7558</p> <p>Bill Saccone – <a href="mailto:william.saccone@dla.mil">william.saccone@dla.mil</a>          (215) 737-0748</p>
<b>EDI 850 (Purchase Order) Testing</b>	<p>Lou Milano – <a href="mailto:louis.milano@dla.mil">louis.milano@dla.mil</a>          (215) 737-7315</p>
<b>EDI 810 (Invoice) Testing</b>	<p>Karen Conroy-Hegarty – <a href="mailto:karen.hegarty@dla.mil">karen.hegarty@dla.mil</a></p>
<b>DLA Transaction Services</b>	<p><a href="mailto:Edi@dla.mil">Edi@dla.mil</a> (937) 656-3333</p>

## 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	<b>ZZ</b>
ISA Id	<b>S39017</b>
GS Id	<b>S39017</b>
VAN	<b>DLA Transaction Services</b>
EDI Version	<b>3040</b>

Points of contact for 832 EDI Testing are:

Bob Thistle, [robert.thistle@dla.mil](mailto:robert.thistle@dla.mil), 215-737-7558

Bill Saccone, [william.saccone@dla.mil](mailto:william.saccone@dla.mil), 215-737-0748

Lou Milano, [louis.milano@dla.mil](mailto:louis.milano@dla.mil), 215-737-7315

Guidelines for 832 – Catalog

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

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
<b>BCT Beginning Element for Price/Sales Catalog</b>	<b>BCT01</b>	Price Catalog Identifier Code  <b>Definition:</b> Indicates the beginning of the Price Catalog transaction set	2 ID	M

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<b>BCT Beginning Element for Price/Sales Catalog</b>	<b>BCT02</b>	Contract Number  <b>Definition:</b> Specifies catalog number information	13 AN	M
<b>DTM Date/Time</b>	<b>DTM01</b>	Effective Date of Change  <b>Definition:</b> The code identifying the date and time of the catalog change	3 ID	M
<b>DTM Date/Time</b>	<b>DTM02</b>	Update-date (YYMMDD)  <b>Definition:</b> The effective date of the catalog change	Date	M
<b>DTM Date/Time</b>	<b>DTM03</b>	Update-time (HHMMSS)  <b>Definition:</b> The effective time of the catalog change	Time	M
<b>LIN Item</b>	<b>LIN01</b>	Line number  <b>Definition:</b> Sequential Line numbers for the items on the catalog.	1-11 N	M
<b>LIN Item</b>	<b>LIN02</b>	Stock Number Identifier Code  <b>Definition:</b> 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.	2 ID	M

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
LIN Item	LIN03	Stock number  <b>Definition:</b> Identifying Code DLA Troop Support uses to identify an item on a catalog.	13 AN	M
LIN Item	LIN04	Vendor Part Identifier Code  <b>Definition:</b> 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.	2 ID	M
LIN Item	LIN05	Part Number  <b>Definition:</b> Identifying Code of the vendor's product on the catalog	25 AN	M
LIN Item	LIN06	Mutually Defined Identifier Code  <b>Definition:</b> This is a constant 'ZZ' which indicates that the value in LIN07 is a mutually agreed upon code between the Vendor and DLA.	2 ID	M
LIN Item	LIN07	update indicator  <b>Definition:</b> The update indicator for an item on the catalog. 'C' for a Change or Add, or 'D' for Delete	1 AN	M

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<b>LIN Item</b>	<b>LIN08</b>	Mutually Defined Identifier Code  <b>Definition:</b> This is a constant 'ZZ' which indicates that the value in the LIN09 is a mutually agreed upon code between the Vendor and DLA.	2 ID	M
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<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
<b>LIN Item</b>	<b>LIN09</b>	Economic Indicator  <b>Definition:</b> The Economic Indicator for the vendor providing the catalog stock items  <b>Value:</b> [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)	2 AN	M
<b>LIN Item</b>	<b>LIN10</b>	GTIN Identifier Code  <b>Definition :</b> 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)	2 ID	M

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<b>LIN Item</b>	<b>LIN11</b>	Global Trade Item Number (GTIN)  Definition: This is the Global Trade Item Number (GTIN) for the item on the catalog	1/40 AN	M
<b>REF Reference Numbers</b>	<b>REF01</b>	<b>Mutually Defined Identifier Code</b>  <b>Definition:</b> This is a constant 'ZZ' which indicates that the value in the REF02 is a mutually agreed upon code between the Vendor and DLA.	2 ID	M
	<b>REF02</b>	Special Order Identifier Code	2 AN	M

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
		<b>Definition:</b> '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.		
	<b>REF03</b>	Special Ordering Instructions  <b>Definition:</b> 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.  <b>Value:</b> [Special Ordering Instructions or Null]	80 AN	O

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	<b>REF01</b>	Mutually Defined Identifier Code  <b>Definition:</b> This is a constant 'ZZ' which indicates that the value in the REF02 is a mutually agreed upon code between the Vendor and DLA.	2 ID	M
	<b>REF02</b>	Foreign Source Identifier Code  <b>Definition: Definition:</b> 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.	2 AN	M
	<b>REF03</b>	Foreign Source Indicator  <b>Definition:</b> This element designates either 'Y'=Yes the item is from a foreign source or 'N'=No, the item is not from a foreign source.	1 AN	M
	<b>REF01</b>	Mutually Defined Identifier Code  <b>Definition:</b> This is a constant 'ZZ' which indicates that the value in the REF02 is a	2 ID	M

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
		and DLA.  <b>Value:</b> ["ZZ"]		



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	<b>REF02</b>	Manufacturer SKU Identifier Code  <b>Definition:</b> This is a constant 'SK' which indicates Manufacturer SKU code. If the item has an SKU code assigned, additional information is entered in REF03	2 AN	M
	<b>REF03</b>	Manufacturer SKU  <b>Definition:</b> 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.	20 AN	M
	<b>REF01</b>	Mutually Defined Identifier Code  <b>Definition:</b> This is a constant 'ZZ' which indicates that the value in REF02 is a mutually defined code between the Vendor and DLA.	2 ID	M
	<b>REF02</b>	DLA Troop Support Unique Identifier Code  <b>Definition:</b> '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.	2 AN	M
	<b>REF03</b>	DLA Troop Support Unique Indicator  <b>Definition:</b> This element designates either 'Y'=Yes the item is DLA Troop Support Unique or 'N'=No the item is not DLA Troop Support Unique	1 AN	M

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<b>CTB Restrictions/ Conditions</b>	<b>CTB01</b>	Ordering Restrictions Identifier Code	2 ID	M
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<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
		conditions/restrictions (such as shipping, ordering)		
	<b>CTB02</b>	Not Used	1/80 AN	O
	<b>CTB03</b>	Minimum Order Quantity Identifier Code  <b>Definition:</b> This is a constant '57' which indicates that the value in the CTB04 is the minimum quantity for ordering this item.  <b>Value:</b> ["57"]	2 ID	O
	<b>CTB04</b>	Minimum Order Quantity  <b>Definition:</b> This element identifies the minimum quantity of the item that needs to be ordered; otherwise the vendor will not fill the order.	8 INT	O
<b>PID Product/Item Description</b>	<b>PID01</b>	Free Form Identifier Code  <b>Definition:</b> This element identifies the 'PID' line as 'F' Free-form line where the vendor can enter item information.	1 ID	M
	<b>PID02</b>	General Description Identifier Code  <b>Definition:</b> This code of 'GEN' (General Description) indicates that PID05 will provide a general description of the line item.	3 ID	M

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	<b>PID03</b>	Mutually Defined Identifier Code  <b>Definition:</b> This is a constant 'ZZ' which indicates that the value in PID07 is the Producer Price Index Categories	2 ID	C <sup>5</sup>
	<b>PID04</b>	Not Used		
	<b>PID05</b>	DLA Troop Support Item Description	80 AN	M

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
		description of the line item in this element.  <b>Value:</b> IDLA Troop Support Item Description		
	<b>PID06</b>	Not Used		
	<b>PID07</b>	Producer Price Index Categories  <b>Definition:</b> Producer Price Index as defined by the bureau of labor statistics	1/15 AN	C <sup>5</sup>
	<b>PID08</b>	DLA Troop Support Standards Acceptance Indicator  <b>Definition:</b> 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	1 ID	M

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<b>MEA Measurements</b>	<b>MEA01</b>	<p>Waste Identifier Code</p> <p><b>Definition:</b> The code identifying the Tare Weight Value. For this element “WA” for Waste.</p> <p>(Meaning the following MEA02, MEA03 and MEA04 elements will describe a measure of waste associated with the line item)</p>	2 ID	C <sup>1</sup>
	<b>MEA02</b>	<p>Tare Weight Identifier Code</p> <p><b>Definition:</b> 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>	1 ID	C <sup>1</sup>
	<b>MEA03</b>	<p>Tare Weight Value</p> <p><b>Definition:</b> The code identifying the Tare Weight Value</p>	9,2 Decimal	C <sup>1</sup>

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
	<b>MEA04</b>	<p>Tare Weight Unit of Measure</p> <p><b>Definition:</b> The Tare Weight Unit of Measure</p> <p><b>Value:</b> [Tare Weight Unit of Measure]</p>	2 ID	C <sup>1</sup>

## Subsistence Prime Vendor Afghanistan

	<b>MEA01</b>	Waste Identifier Code  <b>Definition:</b> 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)	2 ID	C <sup>1</sup>
	<b>MEA02</b>	Aluminum Identifier Code  <b>Definition:</b> 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)	3 ID	C <sup>1</sup>
	<b>MEA03</b>	Aluminum Weight Value  <b>Definition:</b> The Aluminum Weight Value	9,2 Decimal	C <sup>1</sup>
	<b>MEA04</b>	Aluminum Weight Unit of Measure  <b>Definition:</b> The Aluminum Weight Unit of Measure	2 ID	C <sup>1</sup>
	<b>MEA01</b>	Waste Identifier Code  <b>Definition:</b> 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	2 ID	C <sup>1</sup>

## Subsistence Prime Vendor Afghanistan

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
		waste associated with the line item)  <b>Value:</b> ["WA"]		
	MEA02	Tin Identifier Code  <b>Definition:</b> 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)	3 ID	C <sup>1</sup>
	MEA03	Tin Weight Value  <b>Definition:</b> The Tin Weight Value	9,2 Decimal	C <sup>1</sup>
	MEA04	Tin Weight Unit of Measure  <b>Definition:</b> The Tin Weight Unit of Measure	2 ID	C <sup>1</sup>
	MEA01	Waste Identifier Code  <b>Definition:</b> 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)	2 ID	C <sup>1</sup>

## Subsistence Prime Vendor Afghanistan

	<b>MEA02</b>	Paper Identifier Code  <b>Definition:</b> 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)	3 ID	C <sup>1</sup>
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<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
	<b>MEA03</b>	Paper Weight Value  <b>Definition:</b> The Paper Weight Value	9,2 Decimal	C <sup>1</sup>
	<b>MEA04</b>	Paper Weight Unit of Measure  <b>Definition:</b> The Paper Weight Unit of Measure  <b>Value:</b> [Paper Weight Unit of Measure]	2 ID	C <sup>1</sup>
	<b>MEA01</b>	Waste Identifier Code  <b>Definition:</b> 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)	2 ID	C <sup>1</sup>

## Subsistence Prime Vendor Afghanistan

	<b>MEA02</b>	Plastic Identifier Code  <b>Definition:</b> 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)	3 ID	C <sup>1</sup>
	<b>MEA03</b>	Plastic Weight Value  <b>Definition:</b> The Plastic Weight Value	9,2 Decimal	C <sup>1</sup>
	<b>MEA04</b>	Plastic Weight Unit of Measure  <b>Definition:</b> The Plastic Weight Unit of Measure	2 ID	C <sup>1</sup>

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
	<b>MEA01</b>	Waste Identifier Code  <b>Definition:</b> 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)	2 ID	C <sup>1</sup>



Subsistence Prime Vendor Afghanistan

	<b>MEA02</b>	Glass Identifier Code  <b>Definition:</b> 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)	3 ID	C <sup>1</sup>
	<b>MEA03</b>	Glass Weight Value  <b>Definition:</b> The Glass Weight Value  <b>Value:</b> [Glass Weight Value]	9,2 Decimal	C <sup>1</sup>
	<b>MEA04</b>	Glass Weight Unit of Measure  <b>Definition:</b> The Glass Weight Unit of Measure	2 ID	C <sup>1</sup>
<b>P04</b> <b>Item Physical</b> <b>Detail</b>	<b>PO401</b>	Units-per-purchase-pack  <b>Definition:</b> The number of inner pack units per outer pack unit  <b>Value:</b> [Units per purchase pack]	4 UI	M
	<b>PO402</b>	Package-size  <b>Definition:</b> The size of supplier units in a pack  <b>Value:</b> [Package Size] <b>Format:</b> [12]	8 Explicit  Decimal 2 “12345.78”	M
	<b>PO403</b>	Package-unit-of-measure	2 AN	M

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
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**Definition:** The Unit of Measure

**Value:** [Package Unit of Measure]

**Example:** [OZ] – Ounce

<b>PO404</b>	Packaging-code  <b>Definition:</b> The code identifying the type of packaging. (Note: must be “AVG” if item is catch weight)  <b>Value:</b> [Packaging Code] <b>Example:</b> [CAN] – Can	5 AN	M
<b>PO405</b>	Not Used		
<b>PO406</b>	Gross Weight/Pack  <b>Definition:</b> The numeric value of gross weight per pack	9,2 Decimal	M
<b>PO407</b>	Gross Weight Unit  <b>Definition:</b> The Gross Weight Unit	2 ID	M
<b>PO408</b>	Gross Volume  <b>Definition:</b> The numeric value of gross volume per pack	9,2 Decimal	M

Subsistence Prime Vendor Afghanistan

	<b>PO409</b>	Gross Volume Unit  <b>Definition:</b> The Gross Volume Unit in which a value is being expressed  <b>Value:</b> [Gross Volume Unit]	2 ID	M
<b>ITD Terms of Sale</b>	<b>ITD01</b>	Prompt Payment Act Identifier Code  <b>Definition:</b> The code identifying the type of	2 ID	M

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
		the item is part of the Prompt Payment Act  <b>Value:</b> ["16"]		
	<b>ITD02</b>	Not Used		
	<b>ITD03</b>	Not Used		
	<b>ITD04</b>	Not Used		
	<b>ITD05</b>	Not Used		
	<b>ITD06</b>	Not Used		
	<b>ITD07</b>	Not Used		
	<b>ITD08</b>	Not Used		
	<b>ITD09</b>	Not Used		
	<b>ITD10</b>	Not Used		
	<b>ITD11</b>	Not Used		
	<b>ITD12</b>	Brand Name  <b>Definition:</b> A description field that allows for entry of an items Brand Name	1-80 AN	M

## Subsistence Prime Vendor Afghanistan

<b>LDT Lead Time</b>	<b>LDT01</b>	Shelf Life Identifier Code  <b>Definition:</b> 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	2 ID	O
	<b>LDT02</b>	Shelf Life  <b>Definition:</b> A numeric value designating the Shelf Life ( <b>the number of months or days</b> ) of the product.	3 Integer	O
	<b>LDT03</b>	Shelf life Unit  <b>Definition:</b> The unit of shelf life time – either months or days	2 ID	O
<b>LDT Lead Time</b>	<b>LDT01</b>	Lead Time Identifier Code	2 ID	O

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
		<b>Definition:</b> A lead time code of “AF” indicates lead time from purchase order (PO) date to required delivery date (RDD)		
	<b>LDT02</b>	Required Lead Time in Days  <b>Definition:</b> The numeric quantity of the Required Lead Time Quantity in Days	3 Integer	O

Subsistence Prime Vendor Afghanistan

	<b>LDT03</b>	Calendar days  <b>Definition:</b> A code of 'DA' indicates the time period is in "Calendar Days"	2 ID	O
<b>DTM Date/Time Reference</b>	<b>DTM01</b>	Voucher Date Identifier Code.  <b>Definition:</b> This code of '518' indicates the Voucher Date of a manufacturing product purchased by the prime vendor	3 ID	C <sup>4</sup>
	<b>DTM02</b>	MPA Purchase Date  <b>Definition:</b> This field allows entry of the MPA Purchase Date (required for OCONUS MPA items)	Date	C <sup>4</sup>
<b>SAC Service, Promotion, Allowance or Charge Information</b>	<b>SAC01</b>	Allowance Identifier Code  <b>Definition:</b> This element is an allowance indicator	1 ID	C <sup>2</sup>
	<b>SAC02</b>	NAPA Allowance Identifier Code  <b>Definition:</b> This allowance code of "C260" indicates a 'Discount – Incentive (NAPA)	4 ID	C <sup>2</sup>

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>

## Subsistence Prime Vendor Afghanistan

	<b>SAC05</b>	NAPA Allowance  <b>Definition:</b> The monetary amount of the NAPA Allowance. Must be prorated in accordance with the Unit of Measure of the Delivered Price of the item.	10,2 Decimal Explicit	C <sup>2</sup>
	<b>SAC01</b>	Allowance Identifier Code  <b>Definition:</b> This element is an allowance indicator	1 ID	C <sup>2</sup>
	<b>SAC02</b>	Food Show Allowance Identifier Code  <b>Definition:</b> This allowance code of “C300” indicates a ‘Discount – Special (Food Show)	4 ID	C <sup>2</sup>
	<b>SAC05</b>	Food Show Allowance  <b>Definition:</b> The monetary amount of the Food Show Allowance	10,2 Decimal Explicit	C <sup>2</sup>
	<b>SAC01</b>	Allowance Identifier Code  <b>Definition:</b> This element is an allowance indicator	1 ID	C <sup>2</sup>
	<b>SAC02</b>	Promotional Allowance Identifier Code  <b>Definition:</b> This allowance code of “C310” indicates a ‘Discount – Promotional’	4 ID	C <sup>2</sup>

## Subsistence Prime Vendor Afghanistan

	<b>SAC05</b>	Promotional Allowance  <b>Definition:</b> The monetary amount of the	10,2 Decimal Explicit	C <sup>2</sup>
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<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
		<b>Value:</b> [Promotional Allowance]		
	<b>SAC01</b>	Charge Identifier Code  <b>Definition:</b> This element is a charge indicator	1 ID	M
	<b>SAC02</b>	Distribution Price Identifier Code  <b>Definition:</b> This charge code of “C330” indicates a ‘Distribution Price’  <b>Definition (Fixed Unit Price):</b> This charge code of “C330” indicates a ‘Distribution Price’ (storage and/or handling fee)	4 ID	M
	<b>SAC03</b>	Mutually Defined Identifier Code  <b>Definition:</b> The mutually agreed upon Agency Qualifier Code (between the Vendor and DLA)	2 ID	M

Subsistence Prime Vendor Afghanistan

	<b>SAC04</b>	<p>Distribution Price Category Code</p> <p><b>Definition:</b> The Agency maintained Distribution Price Category Code identifying the charge.</p> <p><b>Definition (Fixed Unit Price):</b> 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”</p>	4 AN	M
	<b>SAC05</b>	<p>Distribution Price for Unit of Measure</p> <p><b>Definition:</b> The monetary amount of the Distribution Price. If no Distribution Price is applicable, the value submitted should be</p>	10,2 Decimal Explicit	M

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
		<p><b>Definition (Fixed Unit Price):</b> 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><b>Value:</b> [Distribution Price for Unit of</p>		
<b>CTP Pricing</b>	<b>CTP01</b>	Not used	2 ID	O
	<b>CTP02</b>	<p>Standard Price Identifier Code</p> <p><b>Definition:</b> The standard price identifier code</p>	3 ID	M



Subsistence Prime Vendor Afghanistan

	<b>CTP03</b>	<p>Unit price</p> <p><b>Definition:</b> 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</p> <p><b>Definition (Fixed Unit Price):</b> The unit price per unit of product. This price contains all elements of price including the distribution price (storage and/or handling fee)</p>	<p>10,2 Decimal Explicit</p>	<p>M</p>
	<b>CTP04</b>	<p>Catch weight multiple</p> <p><b>Definition:</b> The Catch Weight multiple number of units (in pounds (lbs.)) that must be ordered to purchase one case of product</p>	<p>6 Integer (entered for catch weight items only) otherwise blank</p>	<p>C<sup>3</sup></p>
	<b>CTP05</b>	<p>Unit-of-measure</p> <p><b>Definition:</b> 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</p>	<p>2 AN</p>	<p>M</p>

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
		<p><b>Value:</b> [Unit-of-Measure]</p>		

## Subsistence Prime Vendor Afghanistan

	<b>CTP06</b>	Purchase Ratio Factor Identifier Code  <b>Definition:</b> The code identifying the Purchase Ratio Factor as ‘SEL’ – a selling multiplier	3 ID	M
	<b>CTP07</b>	Ratio-numerator  <b>Definition:</b> 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	4 UI	M
	<b>CTP08</b>	Ratio-denominator  <b>Definition:</b> 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.	4 UI	M
	<b>CTP01</b>	Not Used		

Subsistence Prime Vendor Afghanistan

<p><b>CTP Pricing Information</b></p>	<p><b>CTP02</b></p>	<p>Product Price (Pertains to OCONUS contracts) / Delivered Price (Pertains to CONUS contracts) Identifier Code</p> <p><b>Definition:</b> The price identifier code.</p> <p>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>3 ID</p>	<p>M</p>
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<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
		<p>excluding distribution price (storage and/or handling fee)</p> <p><b>Value:</b> ["PRO"]</p>		
	<p><b>CTP03</b></p>	<p>Product Price (Pertains to OCONUS contracts) / Delivered Price (Pertains to CONUS contracts)</p> <p><b>Definition (Product Price):</b> 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><b>Definition (Delivered Price):</b> The unit price excluding distribution price (storage and/or</p>	<p>10 Explicit Decimal 2 R</p>	<p>M</p>
<p><b>CTP Pricing Information</b></p>	<p><b>CTP01</b></p>	<p>Not Used</p>		

Subsistence Prime Vendor Afghanistan

	<b>CTP02</b>	Additional Freight Charge Code  <b>Definition:</b> The Additional Freight Charge Code for the item being shipped/delivered. This code indicates that CTP03 is additional freight charge.	4 UI	C <sup>6</sup>
	<b>CTP03</b>	Additional Freight Charge Price  <b>Definition:</b> Additional Freight Charge fee for item being shipped /delivered	0 Explicit Decimal 2 R	C <sup>6</sup>
<b>SE Transaction Set</b>	<b>SE01</b>	Number of included segments  <b>Definition:</b> The total number of elements included in a transaction set (including ST and	1-10 AN	M

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
		<b>Value:</b> [Number of included elements]		

Subsistence Prime Vendor Afghanistan

<b>Trailer</b>	<b>SE02</b>	Transaction Set Control Number  <b>Definition:</b> 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.	4-9 AN	M
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C<sup>1</sup> = Conditional: Element is required if catalog is used for Navy standard core menu. C<sup>2</sup> = Conditional: Item is required if allowance applies for this item

C<sup>3</sup> = Conditional: Element is required if item is a Catch-weight item.

C<sup>4</sup> = Conditional : Element is mandatory for OCONUS contracts, while optional for others.

C<sup>5</sup> = Conditional: Element is mandatory for CONUS Fixed Unit Price type contracts, while optional for others. C<sup>6</sup> = 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~SPM30010DXXXX
DTM~152~120312~1234

LIN~1~SW~892501E19XXXX~VP~100068~ZZ~C~ZZ~00

REF~ZZ~SO
REF~ZZ~FS~N
REF~ZZ~SK~01232

REF~ZZ~DU~N
    
```

SF 1449 Continuation – SPE300-20-D-4059

Subsistence Prime Vendor Afghanistan

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~SO

REF~ZZ~FS~N

REF~ZZ~SK~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~ZZ~SO

REF~ZZ~FS~N

REF~ZZ~SK~65CLGF

REF~ZZ~DU~N

SF 1449 Continuation – SPE300-20-D-4059

Subsistence Prime Vendor Afghanistan

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](mailto:louis.milano@dla.mil), 215-737-7315

Bill Saccone, [william.saccone@dla.mil](mailto:william.saccone@dla.mil), 215-737-0748

Guidelines for 850 – Purchase Order

Segment	Element	Definition / Value	Size
<b>ST Transaction Set Header</b>	<b>ST01</b>	Transaction Set Identifier Code  <b>Definition:</b> Code uniquely identifying a transaction set.	4/9 N



## Subsistence Prime Vendor Afghanistan

	<b>ST02</b>	Transaction Set Control Number  <b>Definition:</b> This is the Transaction Set Control Number and holds the value of the unique identifying control number within the transaction set.	
<b>BEG Beginning Segment for Purchase Order</b>	<b>BEG01</b>	Transaction Set Purpose Code  <b>Definition:</b> This is the Transaction Set Purpose Code and the '00' value indicates that this Purchase Order is the Original.	2 AN
	<b>BEG02</b>	Purchase Order Type Code  <b>Definition:</b> This is the Purchase Order Type Code and the value of 'NE' indicates that this is a new Order.	2 A

Segment	Element	Definition / Value	Size
	<b>BEG03</b>	Purchase Order Number  <b>Definition:</b> This is the purchase order number for the current order.	14 AN
	<b>BEG04</b>	Contract Order Number  <b>Definition:</b> This is the Release Number; it holds the contract-order-number which is an alpha-numeric value.	4 AN

## Subsistence Prime Vendor Afghanistan

	<b>BEG05</b>	Contract Order Date  <b>Definition:</b> This is the Date the order was created.	date
	<b>BEG06</b>	Contract Number  <b>Definition:</b> This is the contract number field and it holds the contract number for the contract that the customer will order from when placing orders.	13 AN
<b>DTM Date/Time Reference</b>	<b>DTM01</b>	Delivery Requested  <b>Definition:</b> This is a constant value of '002' to indicate delivery requested.	3 AN
	<b>DTM02</b>	Required Delivery Date  <b>Definition:</b> This is the required delivery date for the items on the purchase order.	6 AN

Segment	Element	Definition / Value	Size
<b>N1 Name</b>	<b>N101</b>	Ship To  <b>Definition:</b> The constant value "ST" is required in this segment.	2 A

## Subsistence Prime Vendor Afghanistan

	<b>N102</b>	Not Used	
	<b>N103</b>	Department of Defense Activity Address Code (DoDAAC)  <b>Definition:</b> The constant value “10” is required and indicates the next segment hold the DoDAAC.	2 AN
	<b>N104</b>	Ship To Dodaac  <b>Definition:</b> This is the DoDAAC of the Ship To Address of the location to where the items will be shipped.	6 AN
<b>N2 Additional Name Information</b>	<b>N201</b>	Ship To Facility Name or Number  <b>Definition:</b> This is the facility name or number of the location to where the items will be shipped.  <b>Value:</b> [Ship To Facility Name or	35 AN
	<b>N202</b>	Ship To Building Name Or Number  <b>Definition:</b> This is the building name or number of the location to where the items will be shipped.  <b>Value:</b> [Ship To Building Name Or	35 AN
<b>N3 Address Information</b>	<b>N301</b>	Ship To Address-1	35 AN

Segment	Element	Definition / Value	Size
		the ship to location to where the items will be shipped.  <b>Value:</b> [Ship To Address-1]	
	N302	Ship To Address-2  <b>Definition:</b> This is the second line address of the ship to location to where the items will be shipped.	35 AN
N4 Geographic Location	N401	Ship To City  <b>Definition:</b> This is the City of the ship to location for the items that will be shipped.	25 AN
	N402	Ship To State  <b>Definition:</b> This is the State of the ship to location for the items that will be shipped.	2 AN
	N403	Ship To Zip  <b>Definition:</b> This is the Zip Code of the ship to location for the items that will be shipped.	9 UI

## Subsistence Prime Vendor Afghanistan

<b>PO1 Baseline Item</b>	<b>PO101</b>	Line Item Number  <b>Definition:</b> This is the line item number for the item on the order. This is a sequential number for each new order.	4 UI
	<b>PO102</b>	Quantity  <b>Definition:</b> This is the quantity ordered for the item.	5 UI

Segment	Element	Definition / Value	Size
		<b>Value:</b> [Quantity]	
	<b>PO103</b>	Unit of Measure  <b>Definition:</b> The standard Unit of Measure	2 AN
	<b>PO104</b>	Vendor Selling Price  <b>Definition:</b> This is the vendor's selling price for the item	10 explicit decimal 2 "1234567.90"
	<b>PO105</b>	Not Used	
	<b>PO106</b>	Vendor Part Number  <b>Definition:</b> This is a constant value of "VP". This value indicates that the next segment will hold the vendor's part number.	2 AN

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	<b>PO107</b>	Vendor Part Number  <b>Definition:</b> This is the vendor's part number for the item being ordered.	25 AN
	<b>PO108</b>	Stock-Number  <b>Definition:</b> This is a constant value of "SW". This value indicates that the next segment will contain the DLA stock number.	15 AN
	<b>PO109</b>	Stock Number  <b>Definition:</b> This is the DLA stock number for the item being ordered.	15 AN

Segment	Element	Definition / Value	Size
		<b>Value:</b> [Stock Number]	
	<b>PO110</b>	Mutually Defined  <b>Definition:</b> 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.	

Subsistence Prime Vendor Afghanistan

	<b>PO111</b>	FIC  <b>Definition:</b> 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.	3 AN
<b>PID Production/Item Description</b>	<b>PID01</b>	Free Form  <b>Definition:</b> The code indicating the format of the DLA Troop Support Item Description.	
	<b>PID02</b>	Not Used	
	<b>PID03</b>	Not Used	
	<b>PID04</b>	Not Used	
	<b>PID05</b>	DLA Troop Support Item Description  <b>Definition:</b> 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.  <i>Value: DLA Troop Support Item</i>	80 AN
<b>CTT Transaction Totals</b>	<b>CTT01</b>	Line Item Number  <b>Definition:</b> This is the total number of	4 UI

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

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		<b>Value:</b> [Line Item Number]	
	<b>CTT02</b>	Total Purchase Order Dollar  <b>Definition:</b> This is the total dollar value for the purchase order.  <b>Value:</b> [Total Purchase Order Dollar]	12 Explicit Decimal 2
<b>SE Segment Elements</b>	<b>SE01</b>	Number Of Included Segments  <b>Definition:</b> This is the number of ST segments in the transaction	1/10 N
	<b>SE02</b>	Transaction Set Control Number  <b>Definition:</b> 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.	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*PA*19111
  
```



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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\*891501E213586\*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\*891501E211702

PID\*F\*\*\*\*BANANAS, FRESH, NMT, 4L, BULK, BUY

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Subsistence Prime Vendor Afghanistan

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\*891501E21359  
9\*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\*891501E21360  
4\*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\*212222\*SW\*891501E21361  
4\*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\*891501E21362  
0\*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

SF 1449 Continuation – SPE300-20-D-4059  
Subsistence Prime Vendor Afghanistan

PID\*F\*\*\*\*POTATOES, WHITE, FRESH, FOR  
BAKING,  
PO1\*0102\*72\*LB\*3.08\*\*VP\*3288888\*SW\*8915  
01E211785

PID\*F\*\*\*\*TOMATOES, FRESH, LARGE, US#1 OR  
LOC  
PO1\*0103\*18\*CS\*6.6\*\*VP\*888655\*SW\*891001E39162  
6\*ZZ\*U95

PID\*F\*\*\*\*YOGURT, REG, VARIETY, CHL, ESL, FRU  
PO1\*0104\*34\*LB\*1.14\*\*VP\*655555\*SW\*891501E21360  
1\*ZZ\*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\*891501E213633  
\*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>Size</i>	<i>M/C/O</i>
Transaction Set Header (ST)	ST01	Transaction Set Identifier Code  <b>Definition:</b> Code uniquely identifying a transaction set.	3/3 ID	M
	ST02	Transaction Set Control Number  <b>Definition:</b> Identifying control number that must be unique within the Transaction set functional group assigned by the originator for a transaction set	4-9 AN	M
Beginning Segment for Invoice (BIG)	BIG01	Invoice Date  <b>Definition:</b> The invoice date  <b>3050 Value:</b> [YYMMDD] <b>3050 Example:</b> [101312]	6 - Date	M

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	BIG02	Invoice Number  <b>Definition:</b> Identifying number assigned by issuer  <b>Value:</b> [Invoice Number]	1-22 AN	M
	BIG03	Not Used		

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
	BIG04	Contract Number  <b>Definition:</b> The contract number of the invoice	13/13 AN	M
	BIG05	Call Number / Release Number  <b>Definition:</b> The call or release number	4/4 AN	M
	BIG06	Not Used		
	BIG07	Transaction Type Code  <b>Definition:</b> This element will always be 'DI' standing for 'Debit Invoice'	2/2 ID	O
	BIG08	Transaction Set Purpose Code  <b>Definition:</b> The mutually agreed upon transaction set purpose code.	2/2 ID	O

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N1 Loop ID (N1)	N101	Entity Identifier Code  <b>Definition:</b> The Entity Identifier Code	2/2 ID	M
	N102	Customer Name  <b>Definition:</b> The Customer Name  <i>Value:</i> [Customer Name]	1/35 AN	M
	N103	Identification Code Qualifier  <b>Definition:</b> This Identification Code will always be '10', designating it as a Dept of Defense Activity Address Code (DoDAAC)	1/2 AN	M

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
	N104	Ship To DoDAAC  <b>Definition:</b> The Ship-To DoDAAC for the invoice.	6/6 AN	M
Reference Numbers (REF)	REF01	Reference I.D. Qualifier  <b>Definition:</b> This Reference Number Qualifier will always be 'RQ', the code for Purchase Requisition Number	2/2 ID	M

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	REF02	Purchase Order Number  <b>Definition:</b> The Purchase Order Number (or Reference ID)	14/14 AN	M
Date/Time Reference (DTM)	DTM01	Date/Time Qualifier  <b>Definition:</b> This element displays a Date Qualifier of '011'	3/3 ID	M
	DTM02	Date  <b>Definition:</b> This element displays the Date the invoice was sent  <b>3050 Value:</b> [YYMMDD]	6/8 DT	M
Baseline Item Invoice Data (IT1)	IT101	Contract Line Item Number (CLIN)  <b>Definition:</b> a Four position Alpha-numeric characters assigned for differentiation within a transaction set	1/11 AN	M

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>

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 Subsistence Prime Vendor Afghanistan

	IT102	Quantity Invoiced  <b>Definition:</b> The quantity of supplier units invoiced	1/10 R	M
	IT103	Unit or Basic Measurement  <b>Definition:</b> The unit of measurement	2/2 ID	M
	IT104	Price-extended CLIN  <b>Definition:</b> Price-extended for CLIN, quantity invoiced * price.	1/14 R	M
	IT105	Not Used		
	IT106	Product/Service I.D. Qualifier  <b>Definition:</b> This Product ID Qualifier will always be 'FS', designating a National Stock Number	2/2 ID	M
	IT107	Product/Service I.D. NSN  <b>Definition:</b> The Product ID/NSN (National Stock Number)	13/13 AN	M
	IT108	Product/Service I.D. Qualifier  <b>Definition:</b> The mutually agreed upon transaction set product qualifier code.	2/2 ID	C



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 Subsistence Prime Vendor Afghanistan

	IT109	Product/Service I.D.  <b>Definition:</b> The identifying code for a prime vendor	2/2 AN	C
--	-------	--	--------	---

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
	IT110	Vendor Number  <b>Definition:</b> The code specifying the next element will display the Vendor's Item Number	2/2 ID	O
	IT111	Vendor Item Number  <b>Definition:</b> The Vendor's Item Number identifying the item on the invoice	1/30 AN	C
Total Monetary Value Summary (TDS)	TDS01	Amount of Total Invoice  <b>Definition:</b> The total invoice amount	1/10 N2	M
Transaction Totals (CTT)		Number of line items invoiced  <b>Definition:</b> The total number of line items invoiced	1/6 No	M

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<b>SE Segment Elements</b>	SE01	Number of included segments  <b>Definition:</b> Total number of segments in the 810	1/10 No	M
	SE02	Transaction Set Control Number  <b>Definition:</b> 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\*129

756\*X\*004010

ST\*810\*0001

BIG\*20120301\*281082\*\*SPM300010DXXXX

\*642T\*\*DI\*ZZ

N1\*ST\*HEZRATAN\*10\*WZZZZZ

REF\*RQ\*WYYYYY20430641

DTM\*011\*120301

IT1\*1212\*0\*LB\*0\*\*FS\*891501E2XXXXX\*ZZ\*PRIME VENDOR\*VN\*7171

IT1\*1213\*0\*LB\*0\*\*FS\*891501E2XXXXX\*ZZ\*PRIME VENDOR\*VN\*7115

IT1\*1214\*18\*LB\*1.00\*\*FS\*891501E2XXXXX\*ZZ\*PRIME VENDOR\*VN\*7099

IT1\*1215\*20\*LB\*1.00\*\*FS\*891501E2XXXXX\*ZZ\*PRIME VENDOR\*VN\*7186

IT1\*1216\*0\*LB\*0\*\*FS\*891501E2XXXXX\*ZZ\*PRIME VENDOR\*VN\*7173

IT1\*1217\*0\*LB\*0\*\*FS\*891501E2XXXXX\*ZZ\*PRIME VENDOR\*VN\*7109

IT1\*1218\*0\*CS\*0\*\*FS\*891001E2XXXXXX\*ZZ\*PRIME VENDOR\*VN\*1841  
IT1\*1219\*0\*CS\*0\*\*FS\*891001E2XXXXXX\*ZZ\*PRIME VENDOR\*VN\*1840  
IT1\*1220\*0\*CS\*0\*\*FS\*891001E2XXXXXX\*ZZ\*PRIME VENDOR\*VN\*18752  
IT1\*1221\*40\*LB\*1.00\*\*FS\*891501E2XXXXXX\*ZZ\*PRIME VENDOR\*VN\*7172  
IT1\*1222\*40\*LB\*1.00\*\*FS\*891501E2XXXXXX\*ZZ\*PRIME VENDOR\*VN\*7176  
IT1\*1223\*0\*LB\*0\*\*FS\*891501E2XXXXXX\*ZZ\*PRIME VENDOR\*VN\*7098  
IT1\*1224\*30\*LB\*1.00\*\*FS\*891501E2XXXXXX\*ZZ\*PRIME VENDOR\*VN\*7096  
IT1\*1225\*0\*LB\*0\*\*FS\*891501E2XXXXXX\*ZZ\*PRIME VENDOR\*VN\*7112  
IT1\*1226\*0\*LB\*0\*\*FS\*891501E3XXXXXX\*ZZ\*PRIME VENDOR\*VN\*7188  
IT1\*1227\*0\*LB\*0\*\*FS\*891501E3XXXXXX\*ZZ\*PRIME VENDOR\*VN\*7185  
IT1\*1228\*0\*LB\*0\*\*FS\*891501E2XXXXXX\*ZZ\*PRIME VENDOR\*VN\*7183  
IT1\*1229\*0\*LB\*0\*\*FS\*891501E2XXXXXX\*ZZ\*PRIME VENDOR\*VN\*7107  
IT1\*1230\*33\*LB\*1.00\*\*FS\*891501E2XXXXXX\*ZZ\*PRIME VENDOR\*VN\*7170  
IT1\*1231\*0\*LB\*0\*\*FS\*891501E2XXXXXX\*ZZ\*PRIME VENDOR\*VN\*7102  
IT1\*1232\*0\*LB\*0\*\*FS\*891501E2XXXXXX\*ZZ\*PRIME VENDOR\*VN\*7101  
IT1\*1233\*0\*CS\*0\*\*FS\*891001E3XXXXXX\*ZZ\*PRIME VENDOR\*VN\*9371  
TDS\*15216  
CTT\*22  
SE\*30\*0001

### Subsistence 864 Inventory Reporting

#### 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

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 Subsistence Prime Vendor Afghanistan

N1\*FR\*COMPANY A\*33\*CAGEC  
 N1\*TO\*\*10\*SC0500  
 MIT\*001\*INVENTORY REPORT  
 MSG\*895001E098779|PRIME  
 VENDOR|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  
 MSG\*894001E591135|PRIME  
 VENDOR|234B|2|108|324|17|10.50|9.87|8.88|9.01|78|FT9455|1481169|09800399333667|  
 Y|265|X|129|TEST DESCRIPTION  
 890123456789012345|263.87|4351|N|A|CS|N|64264441772555  
 MSG\*894001E190210|PRIME  
 VENDOR|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||CS|Y|621466552286  
 MSG\*891501E297578|PRIME  
 VENDOR|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 PRIME VENDOR, 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

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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

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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
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|PRIME  
VENDOR|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|PRIME  
VENDOR|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|PRIME  
VENDOR|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||CS|Y|621466552286

20110330|CAGEC|COMPANY A|891501E297578|PRIME  
VENDOR|189D|3|0|0|3|9.15|8.88|8.05|8.55|67|FT9455|820100|09006999605758505858|Y|65|R|3  
3|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