

SPE300-25-D-4001
SUBSISTENCE PRIME VENDOR HAWAII – Y. HATA

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1000140188		PAGE 1 OF 189	
2. CONTRACT NO. SPE300-25-D-4001		3. AWARD/EFFECTIVE DATE 2024 OCT 24		4. ORDER NUMBER		5. SOLICITATION NUMBER SPE300-22-R-0025	
7. FOR SOLICITATION INFORMATION CALL:				a. NAME		b. TELEPHONE NUMBER (No collect calls)	
9. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5086 USA Local Admin: Elizabeth Difrancesco PSPTAFC Tel: 215-737-3470 Fax: 215-737-3215 Email: ELIZABETH.DIFRANCESCO@DLA.MIL				CODE SPE300		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: 311812 <input type="checkbox"/> 8 (A) SIZE STANDARD:	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK 13 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 Critically PAS: None	
17a. CONTRACTOR/OFFEROR Y HATA & COMPANY LIMITED DBA Y HATA & CO LTD 285 SAND ISLAND ACCESS RD HONOLULU HI 96819-2227 USA		CODE 3H194 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	
TELEPHONE NO. 8084474252				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK 17b IS CHECKED. <input type="checkbox"/> SEE ADDENDUM			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		The contract will be for a term of 60 months, with three separate pricing tiers. The first tier will be for a 24-month period (inclusive of and up to four-month ramp-up period). The second tier will be an 18-month performance period immediately following the first tier. The third tier and final tier will be for an additional 18-month performance period directly following the second tier. Tier 1: October 24, 2024 - October 23, 2026 Tier 2: October 24, 2026 - April 23, 2028 Tier 3: April 24, 2028 - October 23, 2029					
				23. UNIT PRICE		24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$280,000,000.00			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN one (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. <u>SPE30022D0025</u> OFFER DATED <u>Apr 26 2024</u> YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: ALL			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) LIGATO.MATTHEW.J.1280272511 Digitally signed by LIGATO.MATTHEW.J. Date: 2024.10.24 09:06:50 -04'00'			
30b. NAME AND TITLE OF SIGNER (Type or Print) Brian Marting, C.F.O.		30c. DATE SIGNED 10/21/24		31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED October 24, 2024	

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SF1449 - CONTINUATION SHEET

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NOTE: Solicitation SPE300-22-R-0025, to include solicitation amendments 0001 through 0007, are incorporated into this contract document. Certain solicitation clauses and procurement language may have been updated as reflected below. The Y. Hata final offer dated April 26, 2024, which is being accepted by the Government to form this contract, is incorporated by reference into this contract. In addition, Y. Hata is required to complete its transition in accordance with its proposal submissions.

CAUTION – CONTRACTOR CODE OF BUSINESS ETHICS

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

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

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in the contract, contractors must provide a copy of its written code of business ethics and conduct to the Contracting Officer upon request by the Contracting Officer.

ADDENDUM TO FAR 52.212-4 Contract Terms and Conditions – Commercial Items (NOV 2021)

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

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

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

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

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

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

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

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

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(g) Invoice.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus

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

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

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

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

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

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

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

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(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations.

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

(i) Any such clause is unenforceable against the Government.

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

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

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

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

(End of clause)

Alternate I (Nov 2021). When a time-and-materials or labor-hour contract is contemplated, substitute the following paragraphs (a), (e), (i), (l), and (m) for those in the basic clause.

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

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

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

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

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

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

(B) Terminate this contract for cause.

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

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

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

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

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

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

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

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

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

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

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

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

(iii) "Materials" means-

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

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

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

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

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

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

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

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(i) *Hourly rate.*

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

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

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

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

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

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

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

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

(ii) *Materials.*

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

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) The Contractor's timekeeping procedures;

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

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

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

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

(B) Any documents supporting payment of those invoices.

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

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

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

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

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

(D) Contractor point of contact.

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

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount

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for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon 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.

(End of clause)

52.212-5 Contract Terms and Conditions Required To Implement Statutes Or Executive Orders – Commercial Products And Commercial Services (MAY 2022)

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

(1) **52.203-19**, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) **52.204-23**, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) **52.204-25**, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 89(a)(1)(A) of Pub. L. 115-232).

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

(5) **52.233-3**, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) **52.233-4**, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate.]

- ☐ (1) **52.203-6**, Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- ☐ (2) **52.203-13**, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509)).
- ☐ (3) **52.203-15**, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ☐ (4) **52.204-10**, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ☐ (5) [Reserved].
- ☐ (6) **52.204-14**, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☐ (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. (NOV 2021) (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) **52.219-3**, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (15 U.S.C. 657a).
- ☒ (12) **52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ☐ (13) [Reserved]
- ☒ (14)
 - ☒ (i) **52.219-6**, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
 - ☒ (ii) Alternate I (MAR 2020) of 52.219-6.
- ☐ (15)

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- ___(i) **52.219-7**, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
- ___(ii) Alternate I (MAR 2020) of 52.219-7.
- _X_(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 (NOV 2021) (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 (JUN 2020) of 52.219-9.
- ___(v) Alternate IV (SEP 2021) of 52.219-9.
- ___(18)
- ___(i) **52.219-13**, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- ___(ii) Alternate I (MAR 2020) of 52.219-13.
- _X_(19) **52.219-14**, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 637s).
- ___(20) **52.219-16**, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ___(21) **52.219-27**, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).
- _X_(22)
- _X_(i) **52.219-28**, Post Award Small Business Program Representation (SEP 2021) (15 U.S.C. 632(a)(2)).
- _X_(ii) Alternate I (MAR 2020) of 52.219-28.
- ___(23) **52.219-29**, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (15 U.S.C. 637(m)).
- ___(24) **52.219-30**, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) (15 U.S.C. 637(m)).
- ___(25) **52.219-32**, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

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- ___(26) **52.219-33**, Nonmanufacturer Rule (SEP 2021) (15U.S.C. 637(a)(17)).
- ___(27) **52.222-3**, Convict Labor (JUN 2003) (E.O.11755).
- _X_(28) **52.222-19**, Child Labor-Cooperation with Authorities and Remedies (JAN2022) (E.O.13126).
- _X_(29) **52.222-21**, Prohibition of Segregated Facilities (APR 2015).
- _X_(30) (i) **52.222-26**, Equal Opportunity (SEP 2016) (E.O.11246).
- ___(ii) Alternate I (FEB 1999) of 52.222-26.
- _X_(31)
- ___(i) **52.222-35**, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- ___(ii) Alternate I (JUL 2014) of 52.222-35.
- ___(32)
- ___(i) **52.222-36**, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- ___(ii) Alternate I (JUL 2014) of 52.222-36.
- ___(33) **52.222-37**, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- ___(34) **52.222-40**, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ___(35)
- ___(i) **52.222-50**, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- ___(ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- _X_(36) **52.222-54**, Employment Eligibility Verification (MAY 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- ___(37)
- ___(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.)

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- ___(38) **52.223-11**, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- ___(39) **52.223-12**, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- ___(40)
- ___(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.
- ___(41)
- ___(i) **52.223-14**, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ___(ii) Alternate I (JUN 2014) of 52.223-14.
- ___(42) **52.223-15**, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
- ___(43) (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.
- ___(44) **52.223-18**, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- ___(45) **52.223-20**, Aerosols (JUN 2016) (E.O. 13693).
- ___(46) **52.223-21**, Foams (JUN 2016) (E.O. 13693).
- ___(47)
- ___(i) **52.224-3** Privacy Training (JAN 2017) (5 U.S.C. 552 a).
- ___(ii) Alternate I (JAN 2017) of 52.224-3.
- ___(48) **52.225-1**, Buy American-Supplies (NOV 2021) (41 U.S.C. chapter 83).
- ___(49)
- ___(i) **52.225-3**, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2021) (41 U.S.C.chapter83, 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).

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- ___(ii) Alternate I (JAN 2021) of 52.225-3.
- ___(iii) Alternate II (JAN 2021) of 52.225-3.
- ___(iv) Alternate III (JAN 2021) of 52.225-3.
- ___(50) **52.225-5**, Trade Agreements (OCT 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___(51) **52.225-13**, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___(52) **52.225-26**, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302Note).
- ___(53) **52.226-4**, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- ___(54) **52.226-5**, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- ___(55) **52.229-12**, Tax on Certain Foreign Procurements (FEB 2021).
- ___(56) **52.232-29**, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ___(57) **52.232-30**, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- _X_(58) **52.232-33**, Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) (31 U.S.C. 3332).
- ___(59) **52.232-34**, Payment by Electronic Funds Transfer-Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).
- _X_(60) **52.232-36**, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- _X_(61) **52.239-1**, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- ___(62) **52.242-5**, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).
- _X_(63) (i) **52.247-64**, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).
- ___X_(ii) Alternate I (APR 2003) of 52.247-64.
- ___(iii) Alternate II (NOV 2021) of 52.247-64.

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(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 just or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

- ___ (1) **52.222-41**, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
- ___ (2) **52.222-42**, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (3) **52.222-43**, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (4) **52.222-44**, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (5) **52.222-51**, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- ___ (6) **52.222-53**, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- ___ (7) **52.222-55**, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- ___ (8) **52.222-62**, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- ___ (9) **52.226-6**, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

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

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

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to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

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

(ii) **52.203-19**, 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 (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) **52.204-25**, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) **52.219-8**, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(vii) **52.222-26**, Equal Opportunity (SEP 2015) (E.O.11246).

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

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

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

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

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

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(xiii)

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

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

(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 (MAY 2022) (E.O. 12989).

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

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

(xix)

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

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

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

(xxi) **52.226-6**, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (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 (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

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Alternate I (FEB 2000). As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

Alternate II (MAY 2022). As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial products or commercial services, other than—

(i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

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

(B) **52.203-15**, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).

(C) **52.204-23**, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(D) **52.204-25**, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(E) **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 the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

(J) **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.

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

(L) (1) **52.222-50**, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O 13627).

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

(M) **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).

(N) **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).

(O) **52.222-54**, Employment Eligibility Verification (MAY 2022) (Executive Order 12989).

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

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

(R) (1) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

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

(S) **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).

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

(U) **52.247-64**, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(End of clause)

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The following additional clauses are set forth in full text:

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, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of N/A [insert dollar figure or quantity];

(2) Any order for a combination of items in excess of N/A [insert dollar figure or quantity]; or

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

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

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

(End of clause)

252.229-7001 Tax Relief – Basic (APR 2020) 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: (Offeror insert)

RATE (PERCENTAGE): (Offeror insert)

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

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

(End of clause)

252.243-7002 Requests for Equitable Adjustment (DEC 2012) DFARS
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(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.

(End of clause)

252.204-7016 Covered Defense Telecommunication Equipment or Services – Representation (DEC 2019) DFARS

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

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(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered defense telecommunications equipment or services”.

(c) Representation. The Offeror represents that it [] does, [] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of clause)

52.252-2 Clauses Incorporated by Reference (FEB 1998)
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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/Acquisition/Documents/DLAD%20Rev%205.htm>

The following additional clauses are incorporated by reference:

<u>CLAUSE NUMBER</u>	<u>TITLE/ DATE</u>
252.201-7000	Contracting Officer’s Representative DFARS (DEC 1991)
52.203-3	Gratuities FAR (APR 1984)
252.203-7000	Requirements Relating to Compensation of Former DOD Officials DFARS (SEP 2011)
252.203-7002	Requirement to Inform Employees of Whistleblower Rights DFARS (SEP 2013)
252.203-7003	Agency Office of the Inspector General DFARS (AUG 2019)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper FAR (MAY 2011)
52.204-7	System for Award Management FAR (OCT 2018)
52.204-9	Personal Identity Verification of Contractor Personnel FAR (JAN 2011)
52.204-13	System for Award Management Maintenance FAR (OCT 2018)

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<u>CLAUSE NUMBER</u>	<u>TITLE/ DATE</u>
52.204-16	Commercial and Government Entity Code Reporting FAR (AUG 2020)
52.204-17	Ownership or Control of Offeror FAR (AUG 2020)
52.204-18	Commercial and Government Entity Code Maintenance FAR (AUG 2020)
52.204-19	Incorporation by Reference of Representations and Certifications FAR (DEC 2014)
52.204-20	Predecessor of Offeror FAR (AUG 2020)
52.204.27	Prohibition on a Bytedance Covered Application
252.204-7003	Control of Government Personnel Work Product DFARS (APR 1992)
252.204-7004	Level I Antiterrorism Awareness Training for Contractors DFARS (FEB 2019)
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting DFARS (DEC 2019)
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support DFARS (MAY 2016)
52.204-9000	Contractor Personnel Security Requirements DLAD (JUL 2015)
252.205-7000	Provision of Information to Cooperative Agreement Holders DFARS (DEC 1991)
52.207-4	Economic Purchase Quantity – Supplies FAR (AUG 1987)
52.208-9	Contractor Use of Mandatory Sources of Supply or Services FAR (MAY 2014)
52.209-7	Information Regarding Responsibility Matters FAR (OCT 2018)
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country That is a State Sponsor of Terrorism DFARS (MAY 2019)
52.211-17	Delivery of Excess Quantities FAR (SEPT 1989)
252.211-7006	Passive Radio Frequency Identification DFARS (DEC 2019)
252.211-7007	Reporting of Government-Furnished Property DFARS (AUG 2012)
52-222-29	Notification of Visa Denial FAR (APR 2015)
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan FAR (MAR 2015)

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<u>CLAUSE NUMBER</u>	<u>TITLE/ DATE</u>
52.225-14	Inconsistency Between English Version and Translation of Contract FAR (FEB 2000)
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications FAR (JUN 2020)
252.225-7001	Buy American and Balance of Payments Program DFARS (DEC 2017)
252.225-7002	Qualifying Country Sources as Subcontractors DFARS (DEC 2017)
252.225-7005	Identification of Expenditures in the United States DFARS (JUN 2005)
252.225-7012	Preference for Certain Domestic Commodities DFARS (MAY 2022)
252.225-7021	Trade Agreements – Basic DFARS (SEP 2019)
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States DFARS (OCT 2015)
252.225-7041	Correspondence in English DFARS (JUN 1997)
252.225-7048	Export-Controlled Items DFARS (JUN 2013)
252.225-7975	Additional Access to Contractor and Subcontractor Records (DEVIATION 2020-O0001) DFARS (NOV 2019)
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns DFARS (APR 2019)
52.228-3	Workers’ Compensation Insurance (Defense Base Act) FAR (JUL 2014)
52.228-5	Insurance-Work on a Government Installation FAR (JAN 1997)
52.229-3	Taxes – Federal, State and Local Tax FAR (FEB 2013)
252.229-7000	Invoices Exclusive of Taxes or Duties DFARS (JUN 1997)
52.232-17	Interest FAR (MAY 2014)
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports DFARS (DEC 2018)
252.232-7008	Assignment of Claims (Overseas) DFARS (JUN 1997)
252.232-7010	Levies on Contract Payments DFARS (DEC 2006)
52.233-3	Protest after Award FAR (AUG 1996)

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<u>CLAUSE NUMBER</u>	<u>TITLE/ DATE</u>
252.233-7001	Choice of Law (Overseas) DFARS (JUN 1997)
52.233-9001	Disputes – Agreement to Use Alternative Dispute Resolution DLAD (DEC 2016)
52.242-13	Bankruptcy FAR (JUL 1995)
52.242-15	Stop-Work Order FAR (AUG 1989)
252.243-7001	Pricing of Contract Modifications DFARS (DEC 1991)
52.245-1	Government Property FAR (JAN 2017)
52.245-9	Use and Charges FAR (APR 2012)
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property DFARS (APR 2012)
252.245-7002	Reporting Loss of Government Property DFARS (DEC 2017)
252.245-7003	Contractor Property Management System Administration DFARS (APR 2012)
252.245-7004	Reporting, Reutilization, and Disposal DFARS (DEC 2017)
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations DFARS (OCT 2010)
52.247-34	F.O.B. Destination FAR (JAN 1991)
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels FAR (FEB 2006)
52.249-8	Default (Fixed-Price Supply and Service) FAR (APR 1984)
252.247-7022	Representation of Extent of Transportation by Sea DFARS (JUN 2019)
252.247-7023	Transportation of Supplies by Sea DFARS (FEB 2019)
52.251-1	Government Supply Sources FAR (APR 2012)
252.251-7000	Ordering From Government Supply Sources DFARS (AUG 2012)
52.252-2	Clauses Incorporated by Reference FAR (FEB 1998)
52.253-1	Computer Generated Forms FAR (JAN 1991)
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements DFARS (MAR 2022)

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<u>CLAUSE NUMBER</u>	<u>TITLE/ DATE</u>
252.204-7020	NIST SP 800-171 DoD Assessment Requirements DFARS (MAR 2022)
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls DFARS (OCT 2016)
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information DFARS (JAN 2023)

ADDITIONAL PROCUREMENT LANGUAGE

RP001: DLA Packaging Requirements For Procurement

1. Additional Packaging and Marking Requirements:

a. Prohibited cushioning and wrapping materials: Use of asbestos, excelsior, newspaper, shredded paper (all types, including wax paper and computer paper), and similar hygroscopic or non-neutral materials and all types of loose-fill materials, including polystyrene, is prohibited for application such as cushioning, fill, stuffing, and dunnage. In addition, the use of yellow wrapping or packaging material is prohibited except where used for the containment of radioactive material.

b. MIL-STD-129 establishes requirements for contractors that ship packaged materiel to the Government to provide both linear bar codes and two-dimensional (2D) symbols on shipping labels. Shipping labels with 2D symbols are referred to as Military Shipping Labels (MSL) and are required on all CONUS and OCONUS shipments with the following exceptions:

1) Subsistence items procured through full-line food distributors (prime contractors), “market ready” type items shipped within the Continental United States (CONUS) to customers within CONUS.

2) Any item for which ownership remains with the contractor until the item is placed in designated locations at the customer location prior to issuance to the customer. Government control begins upon placement of the item by the contractor into the designated location or issuance from the designated location by contractor personnel (i.e., the contractor is required to stock bins at the customer location and/or issue parts from a contractor controlled parts room).

3) Bulk petroleum, oil and lubricant products delivered by pipeline; or tank car, tanker and tank trailer for which the container has a capacity greater than 450 L (119 gallons) as a receptacle for a liquid; a maximum net mass greater than 400 kg (882 pounds) and a capacity greater than 450123 L (119 gallons) as a receptacle for a solid; or a water capacity greater than 454 kg (1000124 pounds) as a receptacle for a gas.

4) Medical items procured through Customer Direct suppliers or prime contractors that do not enter the Defense Transportation System.¹²⁸

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

c. MIL-STD-129 provides numerous illustrations of what should be bar-coded and the recommended placement of the bar code. Further information is available on the DLA Packaging Web Site at: <https://www.dla.mil/HQ/LogisticsOperations.Packaging/>

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

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

(End of Text)

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/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.

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(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 <http://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. All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

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

(vi) Pasteurized milk and milk products may be supplied from plants having a pasteurization plant compliance rating of 90 percent or higher, as certified by a state milk sanitation officer and listed in “Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers” (IMS), published 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

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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/pdffiles/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.

(End of Text)

Non-Acceptability of Government Surplus Material

(a) Definition.

“Surplus material,” as used in this procurement, means new, unused material that was purchased and accepted by the U.S. Government and subsequently sold by the DLA Disposition Services, by Contractors authorized by DLA

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Disposition Services, or through another Federal Government surplus program. The terms “surplus” and “Government surplus” are used interchangeably in this clause.

(b) The Government has determined that offers of surplus material will not be considered for this acquisition.

(End of Text)

RQ001: Removal of Government Identification from Non-Accepted Supplies

The Contractor shall remove or obliterate from a rejected end item and its packing and packaging, any marking, symbol, or other representation that the end item or any part of it has been produced or manufactured for the United States Government. Removal or obliteration shall be accomplished prior to any donation, sale, or disposal in commercial channels.

(End of Text)

Food And Drug Administration (FDA) Compliance - DLA Troop Support Medical and Subsistence
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If any supplies acquired here under are recalled under the provisions of the Federal Food, Drug and Cosmetic Act, and regulations there under, the Contractor shall, at the Government’s option, either reimburse the Government or repair/replace the recalled supplies. Additionally, the Contractor shall notify the Contracting Officer immediately when a firm decides to voluntarily recall or withdraw any product from the marketplace. Upon notification by the Contracting Officer that supplies acquired hereunder have been recalled, the Contractor shall either (a) accept certificates of destruction from the Government after the supplies have been properly disposed of, (b) request return of the supplies, or (c) if supplies may be repaired on site without transporting them from their location, furnish all materials necessary to effect repairs. Replacement or reimbursement will be accomplished by the Contractor immediately on receipt of Certificates of Destruction or returned supplies. The costs of replacement or repair of supplies, and transportation and handling costs for movement of returned, replaced or repaired supplies within the contiguous United States shall be paid by the Contractor. The provisions of this clause are applicable only when the value of the recalled supplies in the possession of the Government amounts to \$100 or more. The rights and remedies of the Government provided in this clause are in addition to, and do not limit, any rights afforded to the Government by any other clause in the contract.

(End of Text)

Socioeconomic Proposal

Whether or not required to submit a subcontracting plan by the clause 52.219-9, all offerors shall:

(a) Provide a description of the efforts your company will make to assure that small, women-owned, historically underutilized business zone(s) (HUB Zone), veteran-owned, service-disabled veteran-owned small business (SDVOSB), and economically disadvantaged women-owned small business concerns, and historically black colleges/universities or minority institutions (HBCUs/MIs) will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and planned proposed range of services, supplies, and any other support that will be provided to you by each of these categories. Include specific names of subcontractors to the extent they are known.

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(b) Describe any future plans your company has for developing additional subcontracting opportunities for each of these categories during the contract period.

(c) Specify what proportion of your proposal, as a percentage of dollars, will be subcontracted to each of these categories.

(d) Specify what type of performance data you will accumulate and provide to the Contracting Officer regarding your support of each of these categories during the period of contract performance. Provide the name and title of the individual principally responsible for ensuring company support to such firms.

(End of Text)

Safety Of Life At Sea (SOLAS)

1. SOLAS requires that the Verified Gross Mass (VGM) of all loaded containers be provided to the ocean carrier and terminal representative before any container is lifted onboard a vessel. Additional information on these requirements is included in Military Surface Deployment and Distribution Command Customer Advisory CA-16-04/08-0035 date April 8, 2016 found <https://www.sddc.army.mil/SitePages/Customer-Carrier-Advisories.aspx>.

2. It is the Subsistence Prime Vendor's responsibility to ensure all information and documentation submitted is accurate so that containers will not be delayed during transit. The Subsistence Prime Vendor is advised that a container missing the VGM certification may not be loaded onboard the vessel and may be denied entry to the port facility. Any discrepancies in the VGM could result in additional charges and/or cargo being frustrated within the transportation pipeline. The Subsistence Prime Vendor will be responsible for costs incurred for delays due to improper or erroneous documentation, including documentation related to SOLAS requirements. The U.S. Government is not responsible for any costs resulting from or related to delays associated with these SOLAS requirements or improper documentation.

3. The Subsistence Prime Vendor is responsible for ensuring its continued compliance with transportation related laws and regulations applicable to performance under this contract.

(End of Text)

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

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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.

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

Note: If the Prime Vendor stores, distributes, processes, and/or ships fresh fruits and vegetables (i.e. produce) to DLA customers, the USDA Guidance for fresh fruits and vegetables is the USDA – AMS 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 and Critical Control Point (HACCP) Audit will be performed if a fresh-cut operation is performed at the Prime Vendor’s facility. Bulk Fresh fruits and vegetable suppliers must be inspected and listed under the USDA-AMS GAP and/or the GHP Directory.

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

http://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/food_defense_check.pdf

(End of Text)

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.
- 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.

(End of Text)

STATEMENT OF WORK

INTRODUCTION

This contract involves Subsistence Prime Vendor support to military and other federally funded customers located in Hawaii. This contract is being awarded as a 100% Small Business Set-Aside. A waiver of the non-manufacturer rule has been approved by the Small Business Administration.

The Defense Logistics Agency-Troop Support (DLA-Troop Support) has entered into a Fixed Price Indefinite Delivery Indefinite Quantity (“IDIQ”) contract with Economic Price Adjustment (“EPA”), with a full line food distributor who will act as a Prime Vendor responsible for the supply and delivery of semi-perishable and perishable food items to Hawaii Land and Ship customers. An IDIQ contract provides for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with individual deliveries to be scheduled by customers placing orders with the contract (FAR 16.504(a)). The Prime Vendor shall supply all chilled products, semi perishable food products including but not limited to frozen fish, meat and poultry, other frozen foods (prepared foods, etc.), fresh fruits and vegetables, frozen bakery products, beverage base & juices (for dispensers), beverages and juices (non- dispenser), and Government Furnished Material (“GFM”), including but not limited to Unitized Group Rations (“UGRs”), Meals Ready to Eat (“MREs”), Health and Comfort packs (“HCPs”), and other operational rations items (either currently in existence or to be introduced during the term of this contract).

The Prime Vendor will support both Hawaii Land and Ship customers. The Government utilized the Best Value Trade Off Source Selection Process as a means of selecting the awardee. This process allowed the Government to accept other than the lowest price proposal or other than the highest technically rated proposal to achieve a best value contract award.

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 and up to 4-month ramp-up period). The second tier shall be 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 prices for all aspects of performance detailed in the Statement of Work (“SOW”) below must be included in the offeror’s fixed Distribution Price(s). Offerors were reminded during the solicitation process that 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 offeror’s failure to consider the full cost of performance and/or the risks of performing in this region will not serve as a basis to adjust Distribution Price(s). As detailed below, delivered Price(s) are distinct from the aforementioned Distribution Price(s) and therefore should not be included in any way in the latter.

The Prime Vendor is required to support all authorized DLA customers in Hawaii, (i.e. military shore and/or ship facilities, military training exercise locations, and if required mobile kitchen tents (“MKTs”), ration break points, trailer-transfer points, United States Naval Ship (USNS) and United States Ships (USS) ships.

Though the contract describes existing customers known to the Contracting Officer at the time of the contract’s award, other customers, including military, Department of Defense (“DoD”), or non-DOD, may be added as

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necessary during the life the contract. The addition of said customers located within the contact’s specified region will be at no additional cost to the Government.

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 the awardee’s proposal, and payment will be made for performance under this contract, in U.S. dollars.*

ESTIMATED VALUE/GUARANTEED MINIMUM/MAXIMUM QUANTITY
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ACQUISITION VALUE Hawaii Land and Hawaii Ships.

The total estimated dollar value for Hawaii Land and Hawaii Ships is \$130 million. The maximum dollar value will be \$260 million inclusive of all tiered pricing periods and surge requirements. The guaranteed minimum for the entire contract will be ten percent (10%) of the estimated dollar value, which equates to \$13 million.

Hawaii Land and Hawaii Ships.	
Total Estimated Dollar Value	\$130 million
Maximum Dollar Value (inclusive of all tiered Pricing period and surge)	\$260 million
Guaranteed Minimum (10%)	\$13 million

The Government’s legal obligation under each contract shall only be for that guaranteed minimum and shall be satisfied once purchases for that amount have been made.

The Hawaiian Islands are the region covered by this contact and includes multiple ordering facilities (i.e. customers), as listed in the Deliveries and Performance section of this contract. Ordering facilities within the islands of Hawaii can be added and/or subtracted as conditions warrant. As previously described, said additions/subtractions will occur at no additional cost to the Government.

CONTRACT IMPLEMENTATION PHASE / TRANSITION PLAN
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The contract implementation phase is defined as the 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.

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 four (4) 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 delivered price as defined by the prior contract and the distribution price as defined by the new contract. The incumbent Prime Vendor shall use the existing product before new product is ordered.
- iii. New product that is ordered during the implementation phase shall only be ordered to replenish old product or to bring in new items requested and approved by the Contracting Officer. This product must be ordered and cataloged at the delivered price defined by the new contract.
- iv. Delivered prices shall be updated on the new catalog(s) 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 four (4) months after award. The following terms shall apply:

- i. Within fifteen (15) days after the incumbent Prime Vendor is notified that it has not received the contract awarded 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 intends 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.
- ii. It is estimated that the incumbent Prime Vendor will remain the principal source of food and non-food supplies for the first four months of the implementation phase.
- iii. The incumbent Prime Vendor may have stocked product available for sale to the new Prime Vendor. If available, 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 beyond those specified below 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 and resulting contract.

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iv. In accordance with the average demand history for each item, quantities sold to the new Prime Vendor shall be a minimum of 2 months of stock and shall not exceed 4 months of stock, 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 “Delivered Price” as defined by The Economic Price Adjustment – Actual Material Costs for Subsistence delivered Price Business Model DLA Troop Support Subsistence Prime Vendor (SPV) Contiguous United States (CONUS) Alaska, and Hawaii. The estimated value for the maximum 4 months of stock (delivered price only) is \$10 million. 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 Delivered Price and shall not be included in the new Prime Vendor’s catalog pricing or otherwise reimbursed by the Government.

The new Prime Vendor shall inspect all products prior to acceptance. The following products may be excluded from any required purchase transaction.

- Product that fails to meet minimum contractual requirements (i.e. proper storage, shelf life remaining, etc.);
- Product that does not have sufficient anticipated demand;
- Product that is sourced from Outside Contiguous United States (OCONUS) contractors (i.e. fresh fruits and vegetables, etc.); and or
- Product, the purchase of which would not make economic sense for the new contractor and the Government, alike.

The new contractor will be responsible for determining whether any of the above considerations apply, with the exception of the fourth category, which must have the concurrence of the Contracting Officer.

Once the new Prime Vendor and the incumbent Prime Vendor have agreed upon the products that will be purchased per the considerations provided herein, the incumbent Prime Vendor shall deliver those products to the new Prime Vendor’s warehouse facility for inspection and acceptance. A detailed list of all items included in this sale shall be provided to the Contracting Officer to include the product name, stock number, quantity sold, etc.

The new Prime Vendor shall distribute the products purchased from the incumbent prime vendor in accordance with the Product Quality and Quality Program requirements contained within the QUALITY CONTROL, QUALITY ASSURANCE AND INSPECTIONS section of this Statement of Work.

All products purchased by the new Prime Vendor at the “delivered Price” Actual Material Costs for Subsistence delivered 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 - Prime Vendor 832 Catalogs.

The new Prime Vendor will only be entitled to 50% of its distribution price for product purchased from the incumbent Prime Vendor in accordance with this section and ultimately deliver to customers under the resulting contract.

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The Prime Vendor will be responsible for reporting the remaining inventory purchased from the incumbent Prime Vendor on a weekly basis, or as directed by the contracting officer.

The Prime Vendor shall submit a request to the contracting officer for each item once the stock purchased from the incumbent Prime Vendor is depleted. Thereafter, the contracting officer will update the distribution price applicable to the new inventory.

It is the Government's intent to have all orders placed under the new contract 4 months after award. The new Prime Vendor shall be prepared to make first order deliveries no later than the last month of the implementation period (i.e. month 4). It is the Government's intent to have all orders placed under the new Prime Vendor contract when the incumbent contract expires. However, the Government reserves the right to phase in customer ordering points when it is in the best interest of the Government.

NOTE: The implementation timeline begins on the contract award date and ends 120 days thereafter. If a stop work order is issued during the implementation, the Prime Vendor is 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 120-day period will not re-start from the beginning.

For example:

Contract Award Date:	March 30, 2023
Stop Work Order Issued:	April 30, 2023
Stop Work Order Rescinded:	June 30, 2023
Implementation Timeline:	March 30, 2023 – July 30, 2023, and June 30, 2023 – September 30, 2023

CONTRACT TRANSITION OUT – RAMP DOWN
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Upon completion of the contract awarded, the new awardee, shall be required to also comply with Contract Transition Out language referred to as RAMP DOWN.

1. As part of this contract, the Prime Vendor is required to participate in a contract ramp-down/transition out. DLA Troop Support anticipates that a follow-on contract will be awarded at least 4 months before the expiration of this contract to allow for a coordinated ramp-down of the existing Prime Vendor and ramp-up of the follow-on Prime Vendor. The Prime Vendor is required to coordinate all aspects of its ramp-down with the Contracting Officer and provide a ramp-down schedule, if requested. 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.

2. In the event that a follow-on contract is awarded to a firm other than the incumbent Prime Vendor, 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 awarded under this contract, 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

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contractor. The Prime Vendor is responsible for all costs associated with that residual product, including disposal costs (i.e. delivered 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.

PRICE DEFINITIONS AND PROVISIONS

1. Reference Economic Price Adjustment – Actual Material Costs for Subsistence Delivered Price Business Model.

DISTRIBUTION CATEGORIES

1. The supplies and services to be procured and/or performed under this contract have been broken down into the following distribution categories. See market basket attachment tab “Distribution Category Worksheet” and the addendum to FAR 52.212-1 “Instruction to Offerors – Commercial Items” herein for detailed price submission requirements.

2. No substitutions, deletions, or additions to the categories or units of measure indicated above are authorized. However, if any offeror feels that a distribution category has not been included and should have been, the offeror must bring it to the attention of the Contracting Officer. A determination will be made at that time whether or not to add the category via an amendment to the contract. This determination will be made at the sole discretion of the Contracting Officer.

3. 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 contractor 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 contract. For reductions in overall case size a new Sub-Category will be established within that Category (e.g., Sub-Category 1B) and the distribution price will be adjusted downward proportionally based on the total overall case weight, with no further negotiation. There will be no upward adjustment for increased pack sizes. Two examples are provided below:

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

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Distribution Category Descriptions Hawaii-Land and Ships

Cat. #	Category Description	UoM
1	CONUS DRY	CS
1A	OCONUS DRY	CS
2	CONUS DRY (UOM for EA = 1 CO)	EA
2A	OCONUS DRY (UOM for EA = 1 CO)	EA
3	CONUS FZN	CS
3A	OCONUS FZN	CS
4	CONUS FZN	LB
4A	OCONUS FZN	LB
5	CONUS CHILLED	CS
5A	OCONUS CHILLED	CS
6	CONUS CHILLED	LB
6A	OCONUS CHILLED	LB
7	CONUS FF&V	CS
7A	OCONUS FF&V	CS
8	CONUS CHILLED	CO
8A	OCONUS CHILLED	CO
9	CONUS FF&V	LB
9A	OCONUS FF&V	LB
10	CONUS FF&V	PG
10A	OCONUS FF&V	PG
11	CONUS Water (Potable - Bottled)	CS
12	OCONUS Water (Potable - Bottled)	CS
13	Disposal (Incl. Trans; Approved at the Contracting Officer's Discretion)	CS
14	Restocking Price for Orders Over \$10K (Approved at the Contracting Officer's Discretion)	CS
15	GFM Inspection, Storage, Rework, Relabel, Distribution, Dry (Single Case/Box)	CS
16	GFM Inspection, Storage, Rework, Relabel, Distribution, Dry (2 Cases per Module) EA = 2 Cases	EA
17	GFM Inspection, Storage, Rework, Relabel, Distribution, Dry (3 Cases per Module) EA = 3 cases	EA
18	GFM Inspection, Storage, Rework, Relabel, Distribution, FZN	CS
19	Emergency Orders > 5 per month (Approved at the Contracting Officer's Discretion) (UOM of EA = one (1) Emergency STORES Purchase Order)	EA
20	War Readiness material (Monthly Fee)	CS
21	Restocking Fee for Orders shipping to the PTA (Approved at the Contracting Officer's Discretion)	CS

DOMESTIC ITEM PREFERENCE

1. In accordance with United States Government's policy to acquire domestic end products the United States (see DFARS 225.7501) 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 252.225-7035) which is located herein.

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2. The source restrictions of the Berry Amendment, 10 U.S.C. 2533a as implemented in DFARS 225.7002-1 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, reproduced, or produced in the United States. Several exceptions to that requirement may apply to performance under this contract. One such exception, the “perishable foods” exception, can be found at DFARS 225.7002-2(e). That exception permits the delivery of perishable foods (i.e. fresh fruits and vegetables (“FF&V”), fresh milk, fresh bread, etc.) that are not sourced from the United States. As such, this contract may include 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. Please note that even with these exceptions, it is still the Government’s preference to provide domestic items to the maximum extent possible. Please propose accordingly.

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.

4. In some instances, the Contracting Officer may direct the Prime Vendor to source a domestic equivalent item locally at no additional cost to the Government.

LOCAL MARKET READY ITEMS

1. The Prime Vendor must have the ability to procure and perform delivery of local market ready (“LMR”) items (e.g. FF&V, eggs, ESL milk, fresh dairy, fresh juice and beverages, water, olive oil, and fresh baked product from local approved sources within Hawaii.

2. Based on customer requirements reflected during cataloging, the Prime Vendor will select local market ready (LMR) vendors from the United States Pacific Command (“PACOM”) listing of Sanitarily Approved Establishments and/or the Worldwide Directory of Sanitarily Approved Establishments for Armed Forces Procurement listing.

NOTE: There are no case minimums for Fresh Fruits and Vegetables.

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 whose manufacturers have offered the Government a discount under the NAPA Program, and which the customers have expressed a preference for, and shall be included in the catalog at the customer’s request. This does not preclude future catalog changes during the life of the contract to add competing products based on added value to the customer.

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>

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1. Contractors are required to submit pricing on the specific Brand Name items listed in the Market Basket, if applicable.

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/mpanapa.aspx>
2. Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from nonprofit agencies participating in the 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. The mandatory products are required to be purchased from the Non Profit Agency manufacturers listed on the website as identified above. The listing of required mandatory products and Non Profit Agency manufacturers are subject to change when directed by the Committee. The contractor 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 contractor must ensure that, at a minimum, 60 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 contractor. If a contractor is notified that any Ability One products are not available from the designated mandatory source, the contractor must notify the Contracting Officer immediately.
6. The contractor 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 contractor is requested to carry other commercially equivalent product with “essentially the same” product characteristics but with a unique packaging requirement that is not currently provided by the mandatory source, the contractor must notify the mandatory source and the Contracting Officer in order to provide the designated mandatory source with the opportunity to satisfy the unique packaging requirement being requested. Included in the contractor notification to the designated mandatory source and Contracting Officer, will be the customer’s justification for the unique packaging requirement.
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

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procurement list F.O.B. Origin prices as established by the Committee for Purchase are included on the website for the food and non-food products.

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

10. All changes to the DLA Troop Support Subsistence Prime Vendor 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 contractors will be notified via e-mail. The e-mail notification will identify the changes to the MPL and alert the Prime Vendor contractors to check the DLA Troop Support Subsistence Ability One Program webpage. Additionally, changes to the MPL will be bolded for easy identification. Prime Vendor contractors 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. In such circumstances, an MPL provider may provide the Subsistence Prime Vendor with a notification letter from the AbilityOne Commission, issued on AbilityOne Commission Letterhead, as proof of an applicable price or other change. The Subsistence Prime Vendor shall treat such notification from the AbilityOne Commission as if the notification had been provided by DLA Troop Support.

14. DLA Troop Support Subsistence Prime Vendors are required to expeditiously catalog the mandatory products and remove any commercial equivalent product with “essentially the same” product characteristics. For CONUS Prime Vendors, if the removal and replacement will take longer than 30 days after notification by the Contracting Officer, the Prime Vendor must provide the Contracting Officer with details for the delay. For OCONUS Prime Vendors, within 30 days of notification by the Contracting Officer the OCONUS Prime Vendor must provide the Contracting Officer with current details of issues (outstanding orders, product in the ‘pipeline, etc.) and provide the date when the catalogs will be updated. Contracting Officers 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 contractor 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:

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- It has effectively the same form, fit and function.
- The Ability One and commercial products may be used for the same purpose.
- The Ability One and commercial products are relatively the same size and a change in size will not affect the use or performance.
- 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 each Prime Vendor for each of their catalogs and to each administering Contracting Officer. These reports are to be reviewed to ensure active catalogs include the MPL items. Prime Vendor contractors will be notified of non-compliances.

NATIONAL ALLOWANCE PROGRAM AGREEMENT (NAPA)
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1. Definitions:

- 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.
- 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 delivered price under contracts to the customers of DLA Troop Support.
- 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 contractor'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:

- Authorize and consent to allow the contractor(s) to distribute its products to ordering activities under the Subsistence Prime Vendor Program.

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- Offer discounts on the delivered 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 contractor 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 contractor has a pricing agreement/arrangement with more favorable terms and/or pricing structure, then it is required to pass on these savings to the customer.
6. Under this contract:
- The contractor 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 contractor within a time period mutually agreeable to the contractor and the agreement holder. Other off invoice or bill back arrangements may exist between the contractor and the agreement holder, but the contractor catalog price must be specified by the NAPA allowance.
 - Any disputes involving the NAPA between the contractor and the agreement holder will be resolved between them according to their own commercial practice. However, DLA Troop Support will attempt to facilitate any such disputes.
7. NAPA Tracking Program: The contractor 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:
- 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.
 - Transmission of Data: The information shall be submitted electronically via- Email to data@one2oneus.com Include contract number(s) in email title.
 - Frequency of Submission: The information shall be submitted as often as the data may change but no more than weekly.
 - 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.

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

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

Notes:

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

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

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

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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.

Field #8 - Conversion to the Unit of Issue UOM. The conversion factors to equalize the allowance UOM to the unit of issue UOM. For example, if the unit of issue UOM is “CA”, for case, and the allowance UOM is “CS”, for case, the conversion factor would be set to 1. However, in the case where the Unit of Issue is “CS” and the allowance UOM is “LB”, for pounds, this conversion factor may be fifty (50) because there are 50 lbs. in a case. If the product is not subject to a NAPA allowance, then please set this field to zero.

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 ensure that a NAPA allowance was provided off-invoice.

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

REBATES/DISCOUNTS AND PRICE-RELATED PROVISIONS

The contractor shall employ prevailing commercial methods in the pursuit of discounts, rebates, allowances or other similar economic incentives or benefits, for the customers supported under this contract, throughout the period of performance. For all items, the contractor warrants, on a continuing basis throughout the period of performance, that its delivered price under this contract is equal to or lower than its delivered price to its commercial customer accounts. All NAPA discounts, food show discounts, early payment discounts (except as identified in paragraph (2) herein), and other discounts, rebates, allowances or other similar economic incentives or benefits received at any time during the period of performance shall be passed to the Government via a reduced catalog price. Instructions for identifying discounts rebates allowances or other similar economic incentives or benefits that shall be provided to the Government are set forth in the submission requirements in the Business Proposal/Pricing and in the Reports section of the Statement of Work.

The Prime Vendor may retain Early Payment discounts that meet the following conditions:

1. The Early Payment discount is an incentive to encourage payment earlier than the normal payment due date
2. The Early Payment discount is consistent with commercial practice
3. The Early Payment discount is routinely given by the 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
4. The Early Payment discount is not established, requested, or negotiated for the purpose of avoiding giving DLA Troop Support a lower cost or a rebate or in exchange for a higher invoice price
5. The Early Payment discount is no more than 2 percent of the manufacturer/grower's invoice price and the early payment is required within 10 days to obtain the discount; and
6. The Prime Vendor actually made the required payment within the time period required to receive the discount.

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Upon request the Prime Vendor shall provide the Government any invoices, quotes, or agreements relevant to the delivered 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 delivered 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.”

The Government may require (as needed) the Prime Vendor submit invoices and other documentation from all subcontractor tiers or any manufacturer/grower or person in the delivered price supply chain, to substantiate that all discounts, rebates, allowances or other similar economic incentives or benefits have been applied to the delivered price charged to the Government and/or to substantiate that delivered prices under this contract are equal to or lower than delivered 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 delivered price reduction and a retroactive refund for the amount of the overcharges or discounts, rebates, allowances or other similar economic incentives or benefits, including interest and the contractor shall be entitled to a credit for any undercharges. Likewise, if the Contracting Officer determines that a delivered price was not equal to or lower than that given the contractor’s commercial customer accounts, the Government shall be entitled to a prospective delivered price reduction and a retroactive refund for the difference between the delivered price charged to the Government and the delivered price charged to the contractor’s commercial customers, including interest. The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor’s records (as defined at FAR 52.215-2(a)) relevant to the existence of discounts, rebates, allowances or other similar economic incentives or benefits, and commercial customer delivered 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.

The Government may review/audit the Prime Vendor’s electronic purchasing system to confirm that the delivered price of a product sold at a given time to a DLA Troop Support customer is identical to the delivered price used by the Prime Vendor to determine the price of such product sold at the same time to its other customers. Should the Government identify evidence of incorrect pricing, or should other pricing issues arise, the Government reserves the right to conduct more frequent and extensive reviews/audits. Failure to exercise this right shall not constitute a defense or alter the Government’s entitlement to any other remedies by contract or by law.

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. In addition, 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 is required to airlift the product from CONUS at its own expense.
3. Items that a prime vendor procures to support customer requirements during the Thanksgiving and Christmas holidays are referred to as holiday items. These items include but are not limited to items that

are historically ordered specifically for the holidays or experience a surge in demand for the holidays. These holiday items shall be in the prime vendors warehouse 60 days prior to the holiday's commencement.

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 contractors are accountable for surge and sustainment performance, ensuring surge capability actually exists and validating surge capability through surge testing. Therefore, surge testing is required under this contract for the life of the contract.
2. DLA defines surge as the ability to ramp up quickly to meet early requirements normally needed within the first 45 days. Sustainment is defined as the ability to sustain an increased pace throughout the contingency(s) for six months or longer. The spectrum of possible contingencies includes major theatre and smaller scale contingency operations. The various contingencies are as follows:
 - The contractor 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 contractor is required to meet the surge demand in the normal contractual lead times, for this contract. For this contract, 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 contractor is expected to be able to support 300 cases per week for 30 days during the surge period.
 - Military Operations – The contractor must have the ability to support surges in demand, which may be needed for an extended period of time on short notice.
 - For this type of scenario, the capability to ramp-up quickly to meet early requirements, as well as sustainment for an extended period of time is essential.
 - Mobilization –A full scale military mobilization or a national emergency could increase supplies to those items and quantities listed in the contractor catalog. This increase in quantity may be needed for a six-month period or longer. Normal mobilization strategies provide lead times of at least 30 days to

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build to the necessary support level. The contractor must have the ability to support this increased level of supply for an extended period of time.

DISPENSING SUPPLIES AND SERVICES

1. When requested, the Prime Vendor is required to furnish beverage dispensing machines and beverage products. The cost and upkeep of the machines consisting of, but not limited to, labor, transportation, and supplies required to repair and maintain the equipment, shall be the sole responsibility of the Prime Vendor.
2. The Prime Vendor shall furnish mechanically refrigerated dispensing machines and heads suitable for use with the contractor's bag-in-the-box juices and drinks. A sufficient number of machines and dispensing heads shall be installed in the ordering activities facility to accommodate the specific needs of each ordering activity.
3. The Prime Vendor shall provide a technically qualified service representative to perform monthly maintenance and quality control inspections on each dispensing system. If more frequent maintenance is deemed necessary, the Prime Vendor must provide the additional service at no additional cost.
4. Any equipment of material furnished by the Prime Vendor shall remain the property of the Prime Vendor at the conclusion of the contract in the same condition in which it was received by the customer.
4. When requested, the Prime Vendor shall furnish hot soup, ice cream, and cereal dispensers suitable for the types of items needed by the customer. Maintenance or replacement shall be in accordance with normal commercial practice and at no additional cost to the Government. The Prime Vendor will be responsible for the cost of the dispensers.

NAVY STANDARD MENU ITEMS

The Prime Vendor will be required to source and carry some or all of the Navy Standard Menu items (Master Load List MLL) listed on Attachment "Master Load List". Those items that will be required will be identified during the cataloging process. All items listed in the Navy Standard Menu must have the exact size, weight, packaging and cube cited on their respective lists.

CARGO ITEMS

Items listed in the Navy Consolidated Afloat Requisitioning Guide Overseas (CARGO) will be required by Navy ships (see Attachment "CARGO"). The Prime Vendor may be required to source and carry all of the CARGO designated items listed on Attachment "CARGO". Those items that will be required will be identified during the cataloging process. All items listed in the CARGO must have the exact size, weight, packaging and cube cited on their respective lists.

DISPOSAL OF PRODUCTS

All products, Prime Vendor owned and Government Furnished Material (GFM) shall be properly managed by the Prime Vendor to avoid the need for disposal. In general, the Government will not be liable for any disposal costs under this contract. The Government may only be responsible for disposal costs for customer caused GFM disposal. The Government will not be responsible for disposal of damaged products caused by the negligence of the Prime Vendor. For example, the Government delivers 100 cases of product (GFM) to the Prime Vendor's OCONUS commercial 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 of GFM expires. In this scenario, the Government may be responsible for the disposal costs of the 100 cases only.

The cost for disposal (distribution category 13), if authorized by the Contracting Officer, 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.

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. 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 15th day of the following month (e.g. February 15 in the preceding example). Assuming the aforementioned conditions are met, payment will be authorized by the Contracting Officer at the end of each billed month.

TITLE

Title of all products purchased for the Government remains with the Prime Vendor during the shipment, and title passes to the Government when products are inspected and accepted at the final delivery point (e.g. Dining Facility, Navy Ships(s), and Mobile Kitchen Trailers).

TRANSPORTATION

The Prime Vendor is responsible for arranging ocean and air transportation as appropriate and loading sea vans at its CONUS facility. The cost of ocean and air transportation will be included in the offeror's distribution price. The Prime vendor will be responsible for utilizing the most efficient mode of transportation whether by ocean or by air to ensure that the customers Delivery Dates are met.

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The Prime Vendor will be responsible for the transportation of all Prime Vendor product from the specified CONUS manufacturer or CONUS distribution facility to the Prime Vendor's Hawaii OCONUS distribution facilities. This transportation method is known as "Point to Point" delivery.

The Prime Vendor will be responsible to ensure that all shipping documentation to include but not limited to packing lists, USDA health certificates, commercial packing lists, commercial invoices, or any other documentation required for transit along the shipping route are prepared and submitted timely.

The Prime Vendor will ensure that all necessary arrangements are made for ocean transportation, air transportation, bookings and freight forwarding to the Prime Vendor's Hawaii OCONUS facility.

INSURANCE/LIABILITY AND CLAIMS

The Government is not responsible or liable for any loss or damage to the Prime Vendor's products. Any such losses or problems can be mitigated by establishing a good working relationship with the carriers and obtaining maritime insurance for the products shipped.

VEHICLE TRANSPORTATION

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

AIRLIFTS

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

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

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

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- m. Average Monthly Demand (AMD)
- n. Order Quantity to date (current month)

Based on the stock availability, AMD, RDD, and size of the requested customer order a decision will be made by the Contracting Officer for approval/disapproval. For those requested items with stock positions found to be below the required 300% surge/mobilization requirements, the Prime Vendor will be responsible for the airlift fees associated with those items.

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

INVENTORY AND WAREHOUSE MANAGEMENT

Supply chain management is the sole responsibility of the Prime Vendor. The Prime Vendor is required to perform inventory and warehouse management functions and to position a full line of food and beverage, non-food items, and GFM items into their warehouse(s). The Prime Vendor has responsibility for all inventory management. The Government will not reimburse the Prime Vendor for expired or excess inventory during the life of the contract or after the contract has expired. Exceptions to this rule must be incorporated into the contract via contract modification.

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 Days of Stock (DOS) calculation if the items have sufficient shelf-life and are fit for human-consumption.

The stocking requirement must be on hand at all times at the Hawaii warehouse(s). The vendor will be responsible for determining stocking needs by developing their own AMD (average monthly demands) for the contract for each product on the catalog over the entire customer base, and per zone (if applicable).

The Prime Vendor is required to have a backup generator on hand at their OCONUS facility in Hawaii. In the event of a loss of power, the backup generator will be used to supply power to the warehouse until power is restored. All costs associated with the backup generator, including but not limited to fuel and maintenance, will be the responsibility of the Prime Vendor.

The Prime Vendor must also provide all of the necessary material handling equipment (i.e. Forklifts, Pallet Jacks, and Lift Gates etc.) and labor to unload deliveries and trans-ship to the final delivery point. The Prime Vendor will maintain a minimum of 98% peacetime fill-rate. Surges in requirements during peacetime up to 300 % of normal demands must also be able to be filled at a 98% rate.

The vendor is required to maintain a minimum of:

- 60 days of supply on hand per line item (Shelf Life < 180)
- 90 days of supply on hand per line item (Shelf Life ≥ 180)

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at all times at their Hawaii warehouse(s). The vendor will be responsible for determining stocking needs by developing their own AMD (average monthly demands) for the contract per each product on the catalog over the entire customer base, and per zone (if applicable).

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 will be responsible for stocking any item that has a ten (10) case average monthly requirement as well as the items that are part of the battle pack requirement which have to be stocked in accordance with the battle pack requirements listed on page 79.

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 standard American pallet size is 48x40 inches. Note: Solicitation estimates are only estimates and subject to increase or decrease based on the actual conditions on the ground.

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

The Prime Vendor will be responsible for developing its own demand estimates to ensure proper stocking levels. The Prime Vendor will be responsible for developing its own average weekly/monthly demands (AWD/AMD) and managing the supply chain to meet all contractual requirements. The Government; however, will use the most recent 52 week period to determine the average weekly demands when reviewing the vendor's supply chain health, determining days of supply on hand or reviewing requests for fill rate exceptions etc.

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

The Prime Vendor has responsibility for all inventory management. Any decision made by the Prime Vendor to transport products that are over/under stocked from one Prime Vendor facility to another Prime Vendor facility is intra-transportation and is considered a business expense incurred by the Prime Vendor. Any cost/expense incurred due to intra-transportation is the sole responsibility of the Prime Vendor, unless specifically authorized by the contracting officer.

WAR READINESS MATERIAL (“WRM”)

The contractor shall maintain a maximum of six “battle packs” of War Readiness Material. Customers will often require that the contractor maintain fewer than six battle packs, depending on current needs. A battle pack is a selected group of catalog items. The current list comprises approximately 140 catalog items with associated quantities between one and 60 cases per battle pack. In a battle pack, the average number of cases per item is

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five. Each battle pack contains about 760 cases. Thus, for six battle packs, the contractor must have in stock 4,566 cases ready for delivery. During the implementation period, DLA shall inform the contractor which items shall be included in a battle pack and shall inform the contractor of item changes, during contract performance, in a timely manner. DLA will also inform the contractor of the number of battle packs required at a given time. The contractor shall maintain a 100% fill rate for these items and must be able to deliver a battle pack to the required customer within 24 hours of the order. The contractor shall deliver these requirements to piers in Pearl Harbor, HI.

The contractor shall be compensated for maintaining these battle packs through an additional distribution category (#20) that will be measured on a per case basis. The items within a battle pack shall be priced, on an individual level, through the normal method: $\text{Delivered Price} + \text{Distribution Price} = \text{Unit Price}$. The contractor will not be compensated for these items until the customer places an order. The contractor will be compensated, however, for storing each case as part of a battle pack regardless of whether the customer places an order. The compensation will occur on a monthly basis and will be calculated as follows: number of total cases (in all required battle packs) multiplied by the per case battle pack distribution price. Thus, if DLA requires one battle pack of 760 cases, the contractor shall be paid $760 \times \text{Category \#20 price per month}$.

The contractor shall deliver all WRM requests within 24 hours of a customer order. Further, the contractor must have the capability to process a WRM order 24 hours per day, 7 days per week, including weekends and holidays. The contractor must possess this capability by the end of the implementation period, with the ability to receive a WRM request on the first day of orders.

The contractor shall provide, as part of its proposal, a point of contact, including telephone/fax number and e-mail address, for the person(s) responsible for accepting WRM orders. During contract performance, the contractor shall notify the Contracting Officer, in writing, within two business days of any changes to this point of contact. WRM orders may be placed electronically, through the contractor's STORES account, or directly with the listed point of contact.

NAVSUP-FLC will be the primary ordering activity. DLA Troop Support may also place WRM orders.

DLA reserves the right, at any time, to add, delete or change WRM items and quantities. Within 30 calendar days of a change notification, the contractor shall be able to deliver all new items and quantities.

All battle pack items shall have the maximum practicable shelf life remaining upon delivery to the customer. As such, the contractor shall adhere to the following guidelines:

ORIGINAL MANUFACTURER SHELF LIFE	MINIMUM REMAING UPON DELIVERY
150 days or greater	30 days
Less than 150 days	15 days
Less than 15 days	freshest available

The contractor shall provide a 100% fill-rate on each battle-pack order. In the event that the fill rate is not 100%, the contractor will not be paid the additional WRM distribution amount for that month. Further, the contractor will not be paid the WRM distribution amount in any subsequent month until it can demonstrate that future orders will comply with the 100% fill rate. The contractor shall nevertheless be paid the appropriate contract unit price as would occur on a normal order.

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In the rare situation where the contractor cannot comply with the 100% fill rate, the contractor may substitute items. These substitutions, however, must have prior written approval from the contracting officer. While awaiting verification from the contracting officer concerning discrepancies or substitutions, the contractor should continue to make progress in filling the WRM order, so as not to jeopardize the preparation of the order or the delivery date. Once verified, the contractor shall fill the order using specific materiel required. WRM deliveries containing substitutions shall not be considered having a 100% fill rate and will, therefore, not entitle the contractor to the additional WRM distribution amount.

The Government may test the contractor's ability to comply with WRM requirements by placing simulated orders against the contract, with or without prior notification. This is called a "paper test." When a paper test is conducted, the contractor shall provide projected material availability results of the simulation, without the physical movement of the material in accordance with the required delivery timeframes. Paper testing will be limited to twice a year. Paper tests will be conducted at no additional cost to the Government.

The Government may test the contractor's ability to comply with WRM requirements by placing actual orders against the contract, with or without prior notification. This is called a "material test." When a material test is conducted, the contractor shall provide materiel in accordance with the required delivery timeframes for the order. The Government will take possession of the material and will pay the contractor for the order.

Subsequent to the delivery of WRM, the contractor shall replenish stock within 30 calendar days and, therefore, be ready to make another WRM delivery at that time.

The Government shall have the right to inspect at the contractor's storage location and material specifically stocked by the contractor in its inventory to meet this contract's Government WRM requirements. The contractor will be given 24 hours' notice by the Government before inspection. The contractor agrees to provide the inspection team(s) with reasonable and timely access to the material at no additional cost to the Government.

In the situation where a WRM item becomes unavailable (i.e. manufacturer discontinue), the contractor shall notify the contracting officer within seven business days.

The contractor shall submit an invoice for payment at the end of each month, outlining the total number of cases reserved for WRM multiplied by the per case WRM distribution price.

The WRM requirement is conditional upon fiscal year funding. Distribution Category #20 shall be used to calculate the contractor's compensation so long as the requirement remains.

Pohakuloa Training Area:

The Prime Vendor will be responsible to support customers located in Pohakuloa Training Area (PTA). The order lead-time shall be 30 days, providing a fill rate of at least 98%. Orders are normally scheduled with the RDDs on Wednesdays and Fridays; however, this is subject to change at any time at no additional cost. All costs associated with support to PTA including but not limited to over ocean costs shall be included in the distribution price.

PTA Orders may be cancelled prior to 10 days of the RDD at the customers' discretion including, but not limited to, the following reasons:

- Change in requirement

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- Change in troop location
- Change in troop mission
- User error on original order

Customers may cancel orders in accordance with the cancellation timeframe established above and no restocking charges shall apply. If cancellations are submitted by the customer after the order is placed, within 10 days of the RDD and the products have already been shipped to the island of Hawaii, restocking charges may apply. Restocking fees may only apply to orders not cancelled in a timely manner at the Contracting Officer's discretion. For any order that is cancelled for which restocking charges will apply, only the restocking price associated with Distribution Category 21 will be charged.

The Prime Vendor must notify the Contracting Officer, in writing, within 24 hours of any order that is cancelled for which restocking charges will apply. The Prime Vendor's notification must include, purchase order number, order date, requested delivery date, date and time of cancellation, total order dollar value, case count, and total applicable restocking charges.

GOVERNMENT FURNISHED MATERIAL (GFM) – OPERATIONAL RATIONS
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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 Government Furnished Material ("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 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 NSN (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 NSN. There are currently 7 Breakfast, 14 Lunch/Dinner rations, and 7 short order menus, for a total of 28 NSNs.

There is no minimum ordering quantity required (i.e. orders for single modules are accepted). The UGR-H&S

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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.

a. <u>Meal, Ready-to-Eat (MRE)</u>	8970-00-149-1094
b. <u>Long Range Patrol Ration (LRP)</u>	8970-01-467-1749
c. <u>Meal, Cold Weather (MCW)</u>	8970-01-467-1753
d. <u>Humanitarian Daily Ration (HDR)</u>	8970-01-375-0516
e. <u>First Strike Ration</u>	8970-01-543-3458
f. <u>Meal Religious Halal</u>	8970-01-E10-0002
g. <u>Meal Religious Kosher Passover</u>	8970-01-524-8003
h. <u>Meal Religious Kosher</u>	8970-01-E10-0001

For more information regarding these rations, please go to:

<https://www.dla.mil/Troop-Support/Subsistence/Operational-rations/>

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 Distribution Price for GFM, distribution categories 15, 16, 17, and 18. 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.

BREAKING CASES

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

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 Defense as described by the Food & Drug Administration (FDA) at www.fda.gov.

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 the DLA Troop Support Food Defense Checklist as determined by the Contracting Officer.

NOTE: To download a copy of the DLA Troop Support Food Defense Checklist, 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 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

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Contracting Officer of any attempt or suspected attempt by any party or parties, known or unknown, to tamper with or contaminate subsistence supplies.

4. The following security guidance is also provided:

- Make sure all boxes, bags, etc. are intact and demonstrate no evidence of tampering. All incoming truck drivers should provide adequate identification upon request. Visitors should also be properly identified and 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.
- 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.
- Open trucks shall never be left unattended and bolt-seals shall be used, when possible, to designate loaded trailers. Security seals shall be properly placed on all delivery vehicles and registered/logged in per delivery. The Prime Vendor will ensure that employee background checks are up to date. Ensure drivers have communication devices available in the event of an emergency and establish emergency phone numbers for them to use. Firms should keep a low profile and share customer routes, etc. on a need to know basis. Review of overall organizational corporate security plans should be conducted and consider whether private security firms are needed to assess or reduce risk. It is important to convey to all warehouse, office and fleet personnel that security should not be taken lightly and any suspected adulteration or evidence of product tampering must be reported immediately.
- When split/consolidated deliveries are authorized, the 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 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.

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.

THEATER SUPPORT

1. Management Plan

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

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

The PV shall promptly resolve, to the satisfaction of the Contract Officer, all PV employee Performance and conduct problems identified by the Contracting Officer or his/her designated representative.

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

2. Accounting for Personnel

As directed by the Contracting Officer or his/her representative, the PV shall report its employees in the area of operations by name and by location. As directed by the Contracting Officer or his/her representative, the PV shall report its employees entering and leaving the area of operations.

3. Risk Assessment and Mitigation

The PV will designate a point of contract for all of its plans and operations. The PV will prepare plans for support as required by contract or as directed by the Contracting Officer. For the purpose of issuing ID badges, and for access purposes, the PV will provide a list of suitable or qualified subcontractors including local vendors in an area of operations.

4. Container Management

The PV 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 scheduled for container movement. Best efforts must be made to eliminate detention charges and reduce port storage fees on reefers while ensuring containers carrying “Not-in-Stock (NIS)” items are pulled first, followed by special meal containers.

5. Security Measures/Force Protection

As vendors/contractors under Government contract, quality control procedures must be heightened to ensure that product entering your facility is safe for public consumption.

The following security guidance is provided:

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

Review lighting and camera conditions at their facilities and consider whether fencing and locking devices are adequate. Never leave open trucks unattended and use seals to designate loaded trailers. Security seals shall be properly placed on delivery vehicles and registered/logged in per delivery. Ensure employee’s 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.

6. Vehicle and Equipment Operation

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.

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.

7. Personnel

i. Objective

The Contractor shall provide a work force possessing the skills, knowledge, training, equipment and

certifications required to satisfactorily perform the services required for this contract. Documentation establishing and/or showing evidence that employee(s) possess the certifications, qualifications, and background checks required by contract must be presented to Prime Vendor designated representative prior to beginning duties. Contractor personnel 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.

ii. Availability

The Contractor shall configure its resources such that no gaps in services occur resulting from leaves of absences and availability of physical resources.

iii. Contract Manager

The Contract Manager provides contractual interface between the Prime Vendor, sub-contractors, DLA Troop Support, Hawaii and any designee. The Contract Manager provides expertise and coordination of contract compliance, including modifications. The Contract Manager will identify and develop solutions to any contractual issues and implement approved solutions in coordination with the government. The Contract Manager attends all meetings addressing the contract and travels throughout Hawaii, as required, in performance of his/her duties.

Customer Service Representatives

The Prime Vendor(s) shall assign, as a minimum, one (1) full time (dedicated) customer service representative (CSR) to each 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. 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 this 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.

8. Passports, Visas and Processing Procedures

At the Prime Vendor employee's and/or Prime Vendor's expense, the Prime Vendor 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, are authorized to receive Common Access Cards (CACs) and/or other Base Access Badges, which shall be issued by U.S. Government Authorities at the nearest available facility to the work location of the contractor.

The Prime Vendor shall communicate directly with the customer to obtain access requirements. A plan of action for adherence to access requirements must be submitted to the Contracting Officer within 30 days of contract

award. The plan of action shall include the contractors understanding of the access requirements per the U.S. Military and the local Government and how long it will take to meet the requirements.

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

9. Hours of Operation

The Contractor may be required to perform 24 hours per day, seven days per week, and 365 days per year to include all holidays. Working hours will correspond with the supported unit's mission requirements. The Contractor must at all times maintain an adequate work force to ensure uninterrupted performance of all tasks defined within this contract.

10. Ethics Training

When a contractor requires proprietary information from others to perform a Government contract and can use the leverage of the contract to obtain it, the contractor may gain an unfair competitive advantage unless restrictions are imposed. These restrictions protect the information and encourage companies to provide it when necessary for contract performance. They are not intended to protect information--

- (1) Furnished voluntarily without limitations on its use; or
- (2) Available to the Government or contractor from other sources without restriction.

A contractor that gains access to proprietary information of other companies in performing advisory and assistance services for the Government must agree with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished. The contracting officer shall obtain copies of these agreements and ensure that they are properly executed.

Prior to commencing contract performance, the Contractor shall require all employees to complete ethics training. Ethics training shall cover FAR 3.104, Procurement Integrity, personal and organizational conflicts-of-interest in accordance with (IAW) FAR Subpart 9.5 and instruct contractor employees on identifying actual and potential Organizational Conflicts of Interests. Prior to commencing contract performance, the Contractor shall furnish to the Contracting Officer evidence that each contractor employee has received training IAW this SOW Paragraph which shall include a signed statement by each contractor employee whereby the employee agrees that he or she will not discuss, divulge or disclose any such proprietary information or data to any person or entity except those persons within the contractor's organization directly concerned with the performance of the contract. Prior to commencing contract performance, the Contractor shall obtain a financial disclosure agreement, similar in form/content of the Office Government Ethics (OGE) Form 450, for each employee assigned to the contract.

The Contractor shall also obtain financial disclosure agreements for all subcontractor employees assigned to the contract. If after award, the Contractor discovers an employee's financial conflict of interest, with respect to this contract, the Contractor shall make an immediate and full disclosure in writing to the Contracting Officer. The disclosure shall include identification of the conflict, the manner in which it arose, and a description of the action the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict. The contractor shall provide annual ethics training for all contractor employees performing the contract and furnish evidence of that

each contractor employee has completed the annual training in the same form as evidence of training. The contractor shall obtain annual financial disclosure agreements from all employees assigned to the contract.

11. Contingency CONOPS

The Prime Vendor shall be able to support DLA customers in the event that their warehouse(s) become unusable for any reason including but not limited to the following: inaccessibility by road, destroyed by attack, infestation, lack of proper HVAC, loss of lease, arson, other acts of God, etc. Upon award, the Prime Vendor is required to provide a detailed contingency CONOPS explaining how they will provide support to DLA customers in the event that their warehouse platform(s) become unusable. 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 in the Areas of responsibility (AORs). 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.

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:

- i. Provide the results of any reviews conducted for evidence of compromise of covered defense information or that affect the Contractor's ability to provide operationally critical support; including, but not limited to, identifying compromised computers, servers, specific data, and user accounts.
- ii. Rapidly report the incident(s) to the applicable Contracting Officer and the DLA Cyber Resilience Program Office (the point of contact information will be provided at the time of contract award).
- iii. Preserve and protect relevant artifacts (e.g., configurations, audit logs, packets, etc.) for at least 90 days from the submission of the cyber-incident report so that if it is deemed necessary, DLA's Cyber Resilience Program Office or Cyber Emergency Response Team may request access to this the artifacts.
- iv. Provided, upon request, by the Contracting Officer on behalf of the DLA Cyber Emergency Response Team, access to additional information (to include damage assessment information gathered, etc....) or equipment that is necessary to conduct a forensic analysis related to an identified incident.

b. Independent Verification and Validation: In addition to adhering to the cybersecurity requirements as outlined in DFARS clause 252.204-7012, specifically the derived requirements in NIST SP 800-171, as it relates to "security and risk assessments", the contractor will:

- i. Upon request, provide the Contracting Officer and the DLA Cyber Resilience

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Program Office a copy of the most current plan of action to mitigate or correct identified weaknesses and vulnerabilities within information system(s) owned and operated by the contractor, which enables the contractor's ability to meet the requirements/deliverables outlined within the contract.

ii. Allow DLA's Cyber Assessment Team or a 3rd Party Assessor (DLA will be privy to all the standards and requirements of the 3rd Party Assessor prior to agreeing to this) to perform a security assessment (Blue Team review, penetration test, etc.) of the information systems owned and operated by the contractor. This will be a measured assessment with pre-defined IP address ranges identified up front and will include technical and operational reviews designed to test the rigor of all required security controls implemented.

1. If this assessment is to be performed by DLA's Cyber Assessment Team, the rules of engagement that will govern this action will be provided to the contractor within 90 days of the actual engagement.

c. Other Safeguarding or Reporting Requirements: The cybersecurity requirements identified for this contract in no way abrogates the contractor's responsibility for other safeguarding or cybersecurity related reporting, etc., as it pertains to its covered information systems as required by other applicable clauses within this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

d. Subcontracts: The contractor shall include all the cybersecurity requirements detailed above in all subcontracts and agreements with applicable third parties.

QUALITY CONTROL, QUALITY ASSURANCE AND INSPECTIONS

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.
- ii. **The following language applies only to Land and Navy Ship customers, other than Military Sealift Command (Cargo) ships:**

For items produced with shelf life of 150 days or greater, no product shall be delivered to customers with less than 30 days manufacturer's original shelf life remaining unless the customer grants prior written approval.

If product is manufactured with less than 150 days of shelf-life the Contracting Officer requires a minimum of 15 days remaining shelf-life at time of delivery. For items manufactured with less than 15

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days of shelf-life, the vendor will deliver the freshest available product. The vendor will closely coordinate production and delivery times in order to ensure that product will meet the end-use customer's usage needs.

For Navy Ships Only:

Milk (fresh), Whipping Cream (fresh), Cream (fresh), and Half and Half (fresh), Ice Milk Mix, Fresh (soft serve), Milk Shake Mix, Fresh (direct draw) must have minimum 7 days product shelf life remaining upon delivery.

Half and Half (ultra-pasteurized) and Buttermilk must have a minimum 45 shelf life days remaining upon delivery. Whipping Cream (ultra-pasteurized), Cream (ultra-pasteurized) and Eggnog (ultra-pasteurized) must have a minimum 21 days product shelf life remaining upon delivery.

Cottage Cheese, cultured, or acidified, normal shelf life, and Cottage Cheese, cultured or extended shelf life, must have a minimum 21 days product shelf life remaining upon delivery.

Sour Cream must have a minimum 21 days product shelf life remaining upon delivery.

Yogurt must have a minimum 21 days product shelf life remaining upon delivery.

Ice Cream must have a minimum 7 months shelf life remaining upon delivery.

- iii. 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.
- iv. Products required by the DLA Troop Support Item Description to be chilled must be maintained and delivered chilled; products required to be frozen must be delivered frozen to the DLA Troop Support customer unless approved by the Contracting Officer.

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 contractor is responsible. These items, identified as "Frozen," shall be blast-frozen by the contractor following the manufacturer's "Freeze-by- Date" guidelines to preclude degradation and extend shelf-life. The contractor'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 contractor's facility.

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

Military Sealift Command cargo orders:

The contractor must supply products with a shelf life of not less than 50% of the products' original shelf life remaining. Expiration dates are based on the manufacturer's shelf life of the product. Exceptions will be decided by the Contracting Officer on a case-by-case basis based on input from the customer.

The contractor must maintain adequate inventory turnover rate information. The contractor 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 contractor 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 contractor request for shelf life extensions for contractor 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 PV facility, Manufacturer's original expiration date, number of cases issued, number of cases remaining/in-stock, Dollar Value, Price Reduction Offered, Reason/Justification for the request (slow-moving, error on quantity ordered VS quantity requested by customers, etc.), Manufacturer Letter of Extension, and Manufacturer's extended expiration date. If acceptance of request is considered by the Contracting Officer, the Contracting Officer Representative (COR), as designated, coordinates/requests inspection of products from the local Military Inspection services (Veterinarian/Medical) for each specific product on the list.
- ii. The Military Inspection Services (Veterinarian/medical personnel) inspect each product (in accordance with their list of priorities) for wholesomeness and fitness 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 MEDCOM Form 817 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 indicate unwholesomeness or product is not fit for continued use.
- iii. If shelf life extension is approved (after all the above steps are met), the Contracting Officer replies to the Prime Vendor with accept/reject of the submitted request for extension package for each item in question. The COR coordinates shelf life extension approvals to ensure items extended are issued immediately to customers agreeing to receive the products to preclude further product degradation. A copy of the shelf life extension approval (MEDCOM Form 817 and/or other Military Inspection Services paperwork) must accompany each shipment containing the extended product. Shelf-life shall only be extended once for any specific product. All requests for shelf life extensions for a product that was previously (shelf life) extended will be rejected by the Contracting Officer.
- iv. The contractor must request customer approval prior to delivering any product that has an extended shelf life.
- v. No product shelf life extension will be granted without a price reduction.

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.

4. Security Considerations / Product Protection / Food Defense

Accordingly, the awardee shall submit a Food Defense plan (NOTE: to download a copy of the DLA Troop Support Food Defense Checklist go to

http://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/TS_fs_check_151204.pdf

or contact the applicable Contracting Officer or the DLA Troop Support Quality Audits & Food Defense Branch) Prior to the start of production under this contract, the awardee will describe what steps their firm has taken and will take to prevent product tampering and contamination. The awardee will also describe what steps have been or will be taken that relate to overall plant security and food safety. The contractor must describe in detail the types of measures in place or scheduled to be put in place for the performance period of this contract. DLA Troop Support -FTSB will conduct Food Defense Audits/reviews during PV Product Quality Audits, Unannounced Quality Systems Management Visits and/or other visits to verify the implementation, compliance and effectiveness of the firm’s Food Defense Plan. DLA may request a copy of a firm Food Defense Plan at any time during performance of the follow-on contract. The Prime Vendor shall include specific security measures relating to but not limited to the following areas:

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

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

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

Note: If the Prime Vendor stores, distributes, processes, and/or ships fresh fruits and vegetables (i.e. produce) to DLA customers, the USDA Guidance for fresh fruits and vegetables is the USDA-AMS 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 and Critical Control Point (“HACCP”) Audit will be performed if a fresh-cut operation is performed at the Prime Vendor’s facility. Bulk Fresh fruits and vegetable suppliers must be inspected and listed under the USDA-AMS GAP and/or the GHP Directory.

WARRANTIES

The supplies furnished under this contract 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” (October 2018) and any addendum contained in the contract. The Prime Vendor will provide a copy of its most favorable commercial warranty to the Contracting Officer after award.

QUALITY PROGRAM

1. An established Supplier Selection or certification program, which promotes competition and results in consistent quality with minimal variation in product, shall be used to ensure standardized product quality for each item supplied and/or listed in the stock catalogs, regardless of supplier. The rationale for choosing the supplier is based on successful relationships. The product quality shall be equal to that described in the pertinent item specification. Product characteristics shall be standardized to the extent that variations in flavor, odor, and texture will be minimized.
2. The Prime Vendor shall have a formal quality assurance program and a quality control manager that is responsible for oversight of the program. All aspects of quality as related to this subsistence contractor program shall be proactively monitored and evaluated by the Prime Vendor.
3. The Prime Vendor shall have inspection procedures that ensure 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 have in place are adequate and working.

4. It is the policy of the Federal Government to encourage responsible uses of medically- important antibiotics in the meat supply chain by supporting the emerging market for meat that has been produced according to responsible antibiotic-use policies, defined as those policies under which meat producers use medically important antibiotics only under veterinary oversight and only when needed to prevent, control, and treat disease – but not for growth promotion.

This policy is expected to be in place in 2023; however, offerors are strongly encouraged to begin adopting responsible antibiotic-use policies prior to this date.

5. The Prime Vendor shall develop and maintain a quality program for the product acquisition, warehousing and distribution to assure the following:
 - a. Standardized product quality;
 - b. Wholesome product by veterinary standards;
 - c. The usage of First-Expired, First-Out (FEFO) principles
 - d. Product shelf life is monitored;
 - e. Items are free of damage;
 - f. Items are segregated in OCONUS warehouses from commercial products;
 - g. Correct items and quantities are selected and delivered;
 - h. Ensure requirements of the Berry Amendment are met, when applicable;
 - i. Customer satisfaction is monitored;
 - j. Product discrepancies and complaints are resolved and corrective action is initiated;
 - k. Manufacturer, FDA, or DoD initiated food recalls are promptly reported to customers
 - l. DLA Troop Support;
 - m. Compliance with Environmental Protection Agency (EPA) and OSHA requirements;
 - n. Distressed or salvaged items or products shall not be used;
 - o. Applicable food products delivered originate from a source listed as a Sanitarily
 - p. Approved Food Establishment for Armed Forces Procurement;
 - q. Hazard Analysis and Critical Control Point (HAACP), if applicable;
6. Commercial standards are used to maintain temperatures appropriate for individual items.

QUALITY SYSTEMS MANAGEMENT VISITS AND AUDITS

1. Quality Systems Management Visits (QSMVs)

The Supplier Support Division's audit personnel will conduct unannounced Quality Systems Management Visits (QSMVs) to review the Prime Vendor's compliance with the terms of the contract.

The visits will be either on a routine basis or as a result of unsatisfactory ratings received during DLA Troop Support Product Audits, customer complaints, requests from the Contracting Officer, or as otherwise deemed necessary by the Government. QSMVs may include visits to subcontractors and/or product suppliers/food distributors used by the Prime Vendor. If DLA Troop Support deems it necessary to conduct an on-site visit

with a subcontractor, 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 as deemed necessary (this is not all inclusive): methods and procedures used to comply with the terms of the contract; condition of storage facilities; product shelf-life management; inventory in-stock (i.e. age of product and condition, labeling, product rotation (e.g. First Expired-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 contractor audit results and other recalls; review of paperwork for product destroyed/condemned or returned to supplier including but not limited to product rated Blue/Red during the last DLA Troop Support audit; customer returns, etc.; customer's notification on product recalls (product rated Blue/Red/other reason), etc.; and Prime Vendor's response to customer returns/issues and visits to customer locations. The QSMV may also include unannounced visits to customers served by the Prime Vendor.

The Prime Vendor must provide the Government a report showing all DLA Troop Support catalog products sorted by location when the QSMV Team arrives. The Prime Vendor's technical proposal will be incorporated by reference into the contract.

The 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 solicitation language and the Prime Vendor's technical proposal, the solicitation language governs.

The Prime Vendor must take corrective action to address any concerns identified as a result of the QSMV. Concerns identified during the QSMV, or Prime Vendor failure to take corrective action in response to QSMV findings, will be grounds for terminating the contract for cause. The government may, at its discretion, take other action to correct the concerns identified during the QSMV, such as but not limited to additional unannounced QSMVs. Such action will not constitute Government forbearance or waiver of noncompliance with contract requirements and will not affect the government's right to terminate the Prime Vendor's contract or take other corrective or adverse action.

2. Product Quality Audits:

Basic Audits

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:

- a. Prime Vendor adherence to contract requirements;
- b. 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.
- c. 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.

- d. Each 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 audits occurring once during each subsequent tier pricing period. The Audits are conducted as a product cutting. The average cost of one Food Audit is estimated at \$15,000.00 (product cost only). As a Prime Vendor, your firm will be expected to provide samples of the government's choice at a cost of estimated at \$15,000.00 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.

3. Audit Process

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.

DLA Troop Support PV Quality Audits are typically a three (3) day process. Day one is devoted to sample selection at the Prime Vendor's warehouse. Day two and three encompass the performance of the actual audit.

If the Prime Vendor stores, distributes and/or ships fresh fruits and vegetables to DLA customers, a Produce Quality Audit may be conducted in conjunction with the Prime Vendor Quality Audit or separately. Also, a Joint DLA/USDA-AMS Good Agricultural Practices ("GAP")//Good Handling Practices ("GHP")//Hazard Analysis and Critical Control Point ("HACCP") (if fresh-cut operation performed at the Prime Vendor facility) will be performed. A Produce Quality Audit is typically a two (2) day process. Day one 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.

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.

Items selected for evaluation will be segregated from the Prime Vendor's regular inventory and appropriate procedures shall be used to maintain the integrity of the samples.

Evidence that the Prime Vendor has replaced or tampered with samples, or otherwise interfered with the audit samples and/or audit process will result in the contractor failing the audit. One or more audit failures may be grounds for terminating the contract.

During the Produce Quality Audit (Days Two), 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,

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Good Manufacturing Practice, additional provisions of the Code of Federal Regulations and other applicable standards.

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 customer for a short period of time (until the Prime Vendor receives a new product at its Hawaii OCONUS facility, but for no more than 30 days at CONUS locations).

MAJOR NONCONFORMANCE (BLUE) = A major nonconformance, other than critical, is a deviation from the contract or the item description stock number requirements. This major nonconformance is a deviation that materially affects or is likely to have a major effect on the serviceability, usability, condition and/or continued storage of an item for further use.

Examples of major nonconformance's: Domestic source/regulatory/approved source violations; Wrong item; Grade failures or mismatch; Major workmanship/fabrication violations; Major weight/portion control violations; Item shelf life/ expiration date violations; Not latest season pack/crop year violations; Items that exhibit major freezer burn or dehydration, temperature abuse, and/or other off condition that although not likely to result in hazardous or unsafe conditions, the defect and/or combination of defects materially affect the item serviceability for its intended purpose and/or prevents the performance and production of an end item/meal by the customer; and/or major deviations from packing, packaging, labeling and markings that would necessitate a regulatory market suspension or have a major effect on DLA Troop Support's ability to recall the product.

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 dependent on the type and severity of the deviation; DLA Troop Support - Lead Auditor recommendation; customer approval; and if the same item and/or a substitute of equal/higher technical quality is Not-in-Stock at OCONUS location. Continue issue of the item may require and include Prime Vendor screening/rework of the nonconforming item and follow-up Government inspection/audit to verify action taken by the Prime Vendor (at no cost to the Government for inspection/travel costs).

At CONUS/OCONUS locations, only the Contracting Officer, not the customer or the Lead Auditor, has the authority to accept items not meeting item description cited in DLA Troop Support catalogs. The rating assigned to the item WILL NOT be changed by the Lead Auditor because of acceptance with a waiver/rework/repair of the item is in question. The DLA Troop Support Food Safety Office (DLA Troop Support -), 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.

4. Audit Preparation

The Prime Vendor is responsible for and will bear all costs for the facility and the equipment/supplies used during the audit. Immediately upon receipt of the audit notification, the Prime Vendor shall make arrangements to use their normal product cutting room/kitchen (if adequate) or find another facility for the audit. If there is no space available at the Prime Vendor facility or the space is inadequate other arrangements must be made by the Prime Vendor.

The room must be equipped with running water. Cleanup of the cutting area/room and continuous cleanup of equipment will be the Prime Vendor's responsibility. The Prime Vendor must call the 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.

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- 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/Test Weights – A scale capable of weighting portion control items and roasts; a large scale capable of weighting large cases (weighing up to 100 pounds); a digital portion scale capable of weighting in ounces and grams. And capable of measuring down to the nearest hundredth is preferable and a set of test weights with a recommended weight range of 1.0 ounce to 1 pound.
- 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.

5. Sample List/Selection of Samples

The DLA Troop Support Lead Auditor will provide a list of sample items upon arrival at the contractor 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.

Upon tempering the items will need to be placed in a chilled environment. All samples must be stored in controlled conditions to protect from abuse or tampering. The meat audit items (approx.13-20) will be primarily Center of the Plate –Beef and Pork- Steaks, Roasts, Chops, Diced, and Ground items. Ground Beef

Bulk and Patties will be sent to the USDA laboratory for Analytical testing- Fat only. The Prime Vendor will need to arrange for the shipping of the samples approximately 4 ounces, except in OCONUS areas where prohibition exists or it is impractical. The seafood items (approx. 13-20) will consist of Fish - Portions, Sticks, Fillets, and Steaks, Shrimp, Lobster, Crab, Clam, Oyster, and Crawfish. Poultry items (approx. 13- 20) will also be center of the plate items. Processed Products Fruit and Vegetable will consist of approximately 13-20 Items.

NOTE: Certification/Documentation - To avoid delays/questions during the audit, the Prime Vendor should ensure that ALL products intended for DLA Troop Support customers are derived from Approved Sources and meet the Berry Amendment requirements (unless otherwise is indicated in the contract or authorized by the Contracting Officer). The Prime Vendor should obtain and have the following certifications/documentation available during the sample selection (preferable) and/or during the audit should the 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.

6. Audit Results

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

The Prime Vendor will be given a detailed report on each product reviewed. It will be the Prime Vendor's responsibility to take immediate action to correct any deficiency uncovered during the audit. Corrective action must include action to address the deficiency and the system which allowed the deficiency to occur. Audit failures and/or failure to take corrective action will be grounds for terminating the contract.

7. 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 contractor.

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

8. Audit failures

As noted herein, audit failures and/or failure to take corrective action will be grounds for terminating the contract. The Government may, at its discretion, take other 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 contractor.

JUICE AND DRINK DISPENSERS AND SOFT SERVE/YOGURT MACHINES

1. When requested, the Prime Vendor shall furnish beverage dispensing machines and soft serve/yogurt machines, as specified herein. The upkeep of the machines consists of but not limited to, labor, transportation, and supplies required to repair and maintain the equipment, shall be the sole responsibility of the Prime Vendor.
2. The Prime Vendor shall furnish mechanically refrigerated dispensing machines and heads suitable for use with prime vendor cataloged products. A sufficient number of machines and dispensing heads shall be installed in the customer's facility to accommodate the specific needs of each ordering activity.
3. The Prime Vendor will provide a technically qualified service representative to perform maintenance and quality control inspections on each dispensing system. If more frequent maintenance is deemed necessary, the Prime Vendor must provide this additional service at no additional cost.

HOT SOUP, MASHED POTATO AND CEREAL DISPENSERS

1. When requested, the Prime Vendor shall furnish hot soup, mashed potato and cereal dispensers suitable for types of items needed as requested by the customer. Maintenance or replacement shall be in accordance with normal commercial practice, and any additional costs will be included in proposed distribution price.

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.

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:
 - A. 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.
 - B. Items requiring “Protection from Heat” shall be stored and delivered at a temperature below 70 degrees Fahrenheit.
 - C. Items requiring chilled conditions shall be stored and delivered under refrigeration of 32 to 40 degrees Fahrenheit.
 - D. For ice cream, the recommended storage and delivery temperature is –10 degrees Fahrenheit and the temperature shall not exceed 0 degrees Fahrenheit

REJECTION PROCEDURES

1. If product is determined to be defective, damaged, and/or compromised in any other manner, it may be rejected by the authorized Government receiving official.
2. When product is found to be non-conforming or damaged, or otherwise suspect, the authorized Government receiving official shall reject the item and/or determine the course of action to be taken with the product in question. If present, the Contracting Officer Representative (COR) may be consulted. The final decision is to be made by the authorized Government receiving official or Contracting Officer.
3. In the event an item is rejected, the delivery ticket/invoice shall be annotated as to the item(s) rejected. These items shall then be deducted from the delivery ticket/invoice. The delivery ticket/invoice total must be adjusted to reflect the correct dollar value of the shipment.
4. Replacements will be authorized based on the customer’s needs. Any replacement delivered items will be delivered under a separate delivery ticket/invoice utilizing a new call number, CLIN number, and delivery order number. These re-deliveries will not constitute an emergency requirement and therefore will have no additional charges. These re-deliveries shall be made by the Prime Vendor as soon as possible.
5. In the event that a product is rejected after initial delivery is made, the Prime Vendor may be required to pick up the rejected product or the customer may agree to dispose of it. Credit due to the ordering activity as a result of the rejected product being returned, will be handled through a receipts adjustment process in STORES. If the contractor has already been paid for the product, an offset will be issued through DLA Troop

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Support's financial system.

6. Government policy requires that product shall be inspected upon receipt as promptly as practicable. However, failure to promptly inspect or accept supplies shall not relieve the Prime Vendor from responsibility, nor impose liability on any of the customers, for nonconforming supplies.
7. Supplies transported in vehicles which are unsecured, show signs of tampering, not sanitary, or which are not equipped to maintain prescribed temperatures, may be rejected summarily without further inspection.
8. Product that is rejected shall not be delivered to any customer.

AUTHORIZED RETURNS

The Prime Vendor shall accept returns under the following conditions:

- Products shipped in error;
- Products damaged in shipment;
- Products with concealed or latent damage;
- Products that are recalled;
- Products that do not meet shelf life requirements;
- Products that do not meet the minimum quality requirements as defined for the items listed in the catalogue;
- Products delivered in unsanitary delivery vehicles;
- Products delivered that fail to meet the minimum/maximum specified temperature;
- Quantity excess as a result of order fulfillment error by the contractor / and or purchase ratio factor error.

SHORT SHIPMENTS AND SHIPPING ERRORS
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1. The authorized Government acceptance official will annotate short shipment(s) on the delivery ticket/invoice that accompany the delivery. Once complete, the acceptance official will print their full name, sign and date the delivery invoice. The Prime Vendor's representative (i.e. the truck driver/pilot), will acknowledge and countersign 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.

ARMY VETERINARY INSPECTORS AND INSPECTIONS

As described and detailed in this contract, all inspections by United States Army Public Health Command ("USAPHC") (Formally VETCOM) shall be conducted in accordance with 48 CFR Part 246, Army Regulation (AR) 40-657, AR 40-656, and any other rule, regulation, or standard food inspection policy applicable to the

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Subsistence Prime Vendor operating within this geographic area as may be established from time to time by PACOM, Third US Army, or any other Department of Defense entity Any and all inspection determinations made by the USAPHC shall be final.

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 delivery points are indicated in the Customer Section below. For Prime Vendor deliveries of product from the OCONUS facility(s), all items will be delivered to end-user customer delivery point’s loading platform (unless otherwise indicated) and be free of damage, with all packaging and packing intact. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charge involved before the actual delivery (or “constructive placement” as defined in carrier tariffs) of the supplies to the final destination. The Prime Vendor may be liable directly to the carrier(s) for charges for detained containers, port storage of detained containers, and maintenance of detained refrigerated containers. The Prime Vendor shall pay and bear all charges to the specified point of delivery. For complete definition of F.O.B. Destination, see FAR 52.247-34, F.O.B. DESTINATION (Nov 1991), which is incorporated into this contract by reference.
 - a. FOB Destination Shipments: All shipments, unless otherwise specified by the Contracting Officer.
 - b. 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.
 - c. The Prime Vendor’s delivery vehicles shall be equipped to maintain the appropriate temperatures and product segregation as necessary to deliver products at the proper temperature. Deliveries shall be made in clean, closed vehicles. When transporting food items, the vehicles shall be maintained in good sanitary condition to prevent contamination of the material. Delivery vehicles used to deliver items under this contract shall be subject to military veterinary inspection at destination. In addition, the delivery vehicles will be inspected for cleanliness and condition.
 - d. 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.
 - e. 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.
 - f. The Prime Vendor shall forward two (2) copies of the delivery ticket/invoice with the shipment. The authorized Government receiving official will use the delivery ticket/invoice as the receipt document. 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.

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3. Under special circumstances; i.e., special military exercises, F.O.B. Origin terms will apply. In these instances, the Government will accept product at the Prime Vendor's CONUS facility (FOB Origin) and a fifty percent (50%) reduction of the distribution price shall be applied. For complete definition of F.O.B. Origin, see FAR Clause, 52.247-29, F.O.B. ORIGIN (Feb 2006), which is incorporated into this contract by reference. On any F.O.B. origin shipment, the Prime Vendor must arrange for USDA Inspection and is responsible for associated cost.
 - a. FOB Origin Shipments – Only when specified by the Contracting Officer.
 - b. Inspection and acceptance of products will be performed at the Prime Vendor's CONUS distribution point by a USDA official (costs for this inspection program are borne by the Prime Vendor). Inspection will normally be limited to identity, count, and condition. The USDA official will sign the contractor prepared DD Form 250 form denoting acceptance of the product by the government. Invoices matching the DD250 quantities along with a copy of the DD250 will be express mailed by the contractor to both DLA Troop Support and the end customer.

PACKAGING, PACKING, AND LABELING

1. 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.
2. Semi-perishable items shall be snugly packed in shipping containers that fully comply with the National Motor Freight Classification and Uniform Freight Classification Code, as applicable.
3. All 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.
4. 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.
5. 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.
6. Chill and freeze products must be shipped in refrigerated (Reefer) Vans and appropriately separated per temperature requirements as referenced in the DELIVERY TEMPERATURES, SHIPPING AND STORAGE REQUIREMENTS section above.

MARKINGS

1. 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.
2. To the maximum extent possible, nutritional and ingredient labels shall be placed on the individual package.
3. 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

Case Marking/Labeling – NAVY CUSTOMERS including Military Sealift Command

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

- NSN
 - FIC (Navy Food Identification Code) – If the Item HAS a FIC Code
 - Item Nomenclature
 - Quantity Unit Pack Unit of Issue Case Weight Case Cube Date of Pack
 - Product Expiration Date
 - Lot Number
4. **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.
 5. **TRACEABILITY REQUIREMENTS FOR PRIME VENDOR AND ITS SUPPLIERS RE-PACKAGING AND RE- LABELING PRODUCTS:**

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

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

PALLETIZATION

All Prime Vendor shipments must be palletized in accordance with good commercial practices. The Prime Vendor is responsible for the purchase of all pallets, which must be American sized pallets (48 x 40 inches). Pallets may not always be returned on a 1 to 1 basis. This does not relieve the Prime Vendor from delivering products on the proper type pallet. Pallet retrieval and all associated costs shall be the responsibility of the Prime Vendor. The Prime Vendor shall check all Navy customers piers for Prime Vendor-owned pallets on a regular basis (delivery days), Monday through Friday between 0800-1500 hours (i.e., 8:00 AM-3:00 PM local time) and retrieve Prime vendor-owned property. Pallets must be identifiable with the Contractor's logo or other distinct markings. If pallets are not retrieved before the cut-off times, the base recycle truck driver is required by security regulations to pick up and move pallets to a remote location. Deliveries will be uniquely palletized for ultimate consignees. Under no circumstances will material for different consignees be co-mingled on the same pallet.

The palletized/containerized unit loads require placards. The placards contain identification and contract data markings, which are to be stenciled, printed or labeled on two adjacent sides of the unitized load. The placards contain the stock number, Food Items Code (FIC), item description, quantity, size and unit, the quantity is the number of shipping cases in the unit load, the gross weight and cube, the contract and delivery order number, expiration date and the contractors name and address.

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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.

Customers Other Than Navy Ships:

Palletization shall be in accordance with good commercial practices. Pallet height should not exceed 60”, including the pallet.

Special Navy Ship Requirements:

1. All product must be palletized and placed on the pier alongside or at the brow of the ship, or as directed by the authorized ship representative.
2. Deliveries will be uniquely palletized for ultimate consignees. Under no circumstances will material for different consignees be co-mingled on the same pallet.
3. The contractor shall use standard commercial palletization and mechanical shrink-wrapping. Pallet retrieval, and all associated costs, shall be the responsibility of the Contractor.
4. The contractor shall provide a standardized pre-delivery customer fill rate report in hard copy in Excel format.
5. Cases may be mixed on a pallet as long as ANY one-line item is not embedded in the pallet and not visible or if all cannot be sight counted without breaking down the pallet.
6. The palletized/containerized unit loads require placards. The placards contain identification and contract data markings, which are to be stenciled, printed or labeled on all four sides of the unitized load. This placard should identify stock number, Food Item Code (FIC), item description, document number for each item, and quantity (quantity is the number of cases on pallet).

For deliveries to Aircraft Carriers (CVN/LHA/LHD Ship Classes) or Resupply Ships for their CARGO Load, the following applies:

1. Palletized material shall not exceed 48” in height including the pallet, with the option to palletize to 38” high upon request from MSC.
2. Product shall be palletized one-line item per pallet when practicable.
3. Palletizing shall be done using a two-way wing type pallet. The commercial wood wing pallet dimensions must be 40"X48"X48” or 48"X40"X48". The Industrial Standard Specification for Wood pallets is the "American Society of Mechanical Engineers (ASME) MH1-Part 9, Part Number MH1-9-05-SW4048." All pads must be commercial fiberboard, 40"X48", positioned on the pallets before loading. The unit load bonding material must consist of strappings: two-girth wise and three lengthwise. Bonding material shall be threaded through the strapping slots on the pallet to form a consolidated, stable cargo, which can be handled as a unit or commercially shrink-wrapped.
4. All shipments of bagged products susceptible to breakage/leakage such as flour, sugar, salt and rice must be further packaged in a tri-wall container.
5. Estimated pallet counts and shelf-life listings, categorized by FIC, are required to be provided to FLC Pearl Harbor before delivery for all ships.

When other than an Aircraft Carrier or Resupply ship is the ultimate consignee:

1. Palletized material shall not exceed 40” in height, including the pallet.
2. Pallets shall be mechanically double shrink-wrapped.

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ALL PALLETS must be clearly marked with NAME of the ship, UIC/DoDAAC, total WEIGHT of pallet & if the products are FROZEN, CHILL & DRY. The Contractor shall provide an estimated pallet count by frozen, dry & chill.

Barge Deliveries:

1. Any delivery via barge while the Combat Logistics Force (CLF) ship or USS ship is at anchorage will require special packaging to protect Freeze and Chill products from the elements and/or lengthy transit from pier side location to delivery point. SPV to comply with special packaging requirement when required. SPECIAL PACKAGING REQUIREMENTS: To include Dry Ice, gel packs, and Tri-walls, etc. All prime vendors cost including but not limited to tri-walls, ice, gel packs, dry ice, etc. shall be included in the distribution price.

PLACARDING REQUIREMENTS – Pallets/Tri-walls shall be clearly marked on all sides with a placard that identifies that pallet as containing DRY ICE/GEL PACKS whenever DRY ICE/GEL PACKS are being used.

CUSTOMERS

Hawaii Land customers currently consist of Army, Navy, Air Force, Marine, Coast Guard, and Navy dining facilities, along with Visiting Navy Ships, Morale Welfare and Recreation (MWR), and other federally funded customers.

Ordering facilities (Customers) can be added and/or subtracted as conditions warrant based on Government requests and Military Service/Customer needs, at no additional cost to the Government.

The following is a current list of Customers in the Area of Responsibility (AOR): **Note: The following list does not include visiting Navy ships**

HAWAII LAND CUSTOMERS

ARMY LAND CUSTOMERS		
DoDAAC	CUSTOMER	LOCATION
000101	WHEELER AIRFIELD HHC BED- HHC AVN BDE DINING FACILITY	SANTOS DUMONT STREET, BLDG 102, W AHIA WA
000104	NCO ACADEMY	SANTOS DUMONT A VENUE, BLDG 6056 EAST RANGE
000105	C QUAD DINING FACILITY	FOOTE A VENUE, BLDG 357 SCHOFIELD BKS
000108	2ND BRIGADE DINING FACILITY	FOOTE A VENUE, BLDG 2085 SCHOFIELD BKS
000114	K-QUAD DINING FACILITY	45TH CSG SMITH A VENUE, BLDG 780 SCHOFIELD BKS
000115	605TH TRANS DET (LSV-2)	BISHOP POINT PIER A-5 HICKAMAFB
W56THR	USAV LTG WILLIAM B. BUNKER (LSV-4)	BISHOP POINT PIER A-5 HICKAMAFB

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000312	548TH TRANS DET (L SV-7)	BISHOP POINT PIER A-5 HICKAMAFB
WX3JP3	SUBSISTENCE SUPPLY MANAGEMENT OFFICE (SSMO)	LYMAN ROAD, BLDG2071 SCHOFIELD BKS
WX3JPG	TROOP ISSUE SUBSISTENCE ACTIVITY POHAKULO A TRAINING AREA (PTA)	POHAKULO A TRAINING AREA, SADDLE ROAD MILE MARK #36 HILO
WX3JN9	TRIPLER ARMY MEDICAL CENTER	1 JARRET WHITE ROAD HONOLULU
AIR FORCE CUSTOMERS		
FT9128	HALE AINA DINING FACILITY	ANDREWS A VENUE, BLDG 1860 HICKHAMAFB
FT9129	MOKULELE FLIGHT KITCHEN	ANDREWS A VENUE, BLDG 1860 HICKHAMAFB
FT6580	154TH AIR NATIONAL GUARD HAWAII	360 HARBOR DRIVE, BLDG 34 I 7 HICKHAM AFB
NAVY CUSTOMERS		
N62813	NAVAL STATION GALLEY	850 TICONDEROGA ST. STE.100, BLDG. 655
R44429	NAVAL SUBMARINE SUPPORT COMMAND	SRS-33 Pearl Harbor ISIC
N62813	NAVY (Pearl Harbor)	
N00167	MATSS Test Barge	
MARINE CUSTOMERS		
M00312	MCBH ANDERSON HALL	SELDON STREET, BLDG 1089 Kaneohe Bay
MEF310	III MARINE EXPEDITIONARY FORCE	POHAKULO A TRAINING AREA, SADDLE ROAD MILE MARK #36 HILO
WX3JPG	TROOP ISSUE SUBSISTENCE ACTIVITY POHAKULO A TRAINING AREA (PTA)	POHAKULO A TRAINING AREA, SADDLE ROAD MILE MARK #36 HILO
“OTHER” CUSTOMERS		
006111	KUPULAU CDC	6111 CUSHMAN A VENUE Kaneohe Bay
006782	LAULIMA CDC	6782 MCLENNAN DRIVE Kaneohe Bay
COAST GUARD CUSTOMERS		
Z31060	USCG BSU HONOLULU GALLEY	400 SAND ISLAND ACCESS ROAD
Z20255	USCG AIR STATION BARBERS POINT	ONE CORAL SEA ROAD BARBERS POINT
Z13924	USCGC OLIVER BERRY	SAND ISLAND ACCESS ROAD
Z15243	USCGC KUKUI	SAND ISLAND ACCESS ROAD
Z13316	USCGC Kittiwake	SAND ISLAND ACCESS ROAD
Z15243	USCGC JUNIPER (WLB-201)	SAND ISLAND ACCESS ROAD

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Z13364	USCGC AHI	SAND ISLAND ACCESS ROAD
Z11707	USCGC KIMBALL (WMSL-756)	SAND ISLAND ACCESS ROAD
Z11708	USCGC MIDGETT (WMSL-757)	SAND ISLAND ACCESS ROAD
		PIER 9, ALOHA TOWER
NOAA SHIPS		
139257	NOAA SHIP HI'IALAKAI	1897 RANGER LOOP
139256	NOAA SHIP OSCAR ELTON SETTE	1897 RANGER LOOP
1391LT	NOAA SHIP REUBEN LASKER	1897 RANGER LOOP
ARMY VESSEL CUSTOMERS		
W36XAQ	USAV MG ROBERT SMALLS (LSV - 8)	
W80CJS	USAV SSGT Robert T. Kuroda (LSV-7)	
W50GMM	USAV BREHON SOMERVELL (LSV - 3)	
COMMERCIAL CUSTOMER		
169241	HAWAII JOB CORPS CENTER	41-467 HIHIMANU STREET, WAIMANALO

HAWAII SHIP CUSTOMERS

NOTE: The following list does not include visiting Navy ships.

HOMEPORTED NAVY SHIP CUSTOMERS	
DoDAAC	CUSTOMER
R21944	USS HOPPER (DDG-70)
R21463	USS TOPEKA (SSN-754)
R55686	USS WILLIAM P. LAWRENCE (DDG 110)
R20034	USS MINNESOTA (SSN 783)
R55688	USS MICHAEL MURPHY (DDG-112)
R23155	USS CHAFEE (DDG 90)
R23146	USS CHUNG-HOON (DDG 93)
R21763	USS CHARLOTTE (SSN 766)
R23159	USS HAWAII (SSN 776)
R21692	USS COLUMBUS (SSN 762)
R23190	USS NORTH CAROLINA (SSN 777)
R21817	USS COLUMBIA SSN 771
R20002	USS MISSOURI (SSN 780)
R20080	USS MISSISSIPPI (SSN-782)
R21816	USS TUCSON (SSN 770)
R20181	USS ILLINOIS (SSN 786)
R21100	USS CHICAGO (SSN 721)
R50187	USS DANIEL INOUE (DDG-118)
R55684	USS WAYNE E. MEYER (DDG-108)

NON-COMPETITION

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

DELIVERY, TITLE, ORDERS, AND ORDER FILL RATES
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CUSTOMER DELIVERIES

1. Deliveries shall be F.O.B. destination to all ordering activities and delivery points. All items will be delivered to customer locations, free of damage, with all packaging and packing intact. The contractor shall remove all excess pallets used for delivery from the OCONUS customer's location. No pallet exchange programs will be available for the customers listed in this contract. Dependent upon the specific customer, deliveries shall average 1 to 3 times per week to each customer, unless the customer and the Prime Vendor agree upon more or less frequent stops. Dependent upon the specific customer, drivers may be required to transport the product to the rear of the truck for customer off-loading or the driver may be required to down-load the product to the ground or pier.
2. Installation delivery routes and stop-off sequence will be coordinated and verified with the installations on a post award basis by the awardee(s).
3. Specific delivery point information is provided above. Awardee must provide expeditious off-loading and delivery to the customer and ensure that the personnel loading and delivering the product provide prompt and efficient service to the customer.
4. 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.
5. The contractor shall also ensure that the personnel loading and delivering the product provide prompt and efficient service to the customer. Drivers should carry picture IDs and comply with any internal ID and security requirements of the specific site. Trucks should also be properly registered with each activity to ensure smooth admission to the compound, while fully honoring all in-house security protection measures of the military activities. Not all customer locations have access to docks and therefore the Contractor will need trucks with lift gates to assure that deliveries can be downloaded to the ground or pier for inspection and acceptance.
6. The prime vendor will be responsible to make delivers to certain docks that may be classified. These docks are known as Controlled Industrial Areas (CIA). The prime vendor will be responsible for requesting and gaining access to Controlled Industrial Areas to ensure that there is no interruption to support.
7. During the contract start-up/implementation period, the Contractor must contact all customer locations to determine whether enrollment in RapidGate or another security program is required for access to each

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location. If RapidGate or other security enrollment is required, the contractor must take all necessary steps to obtain this in time for the start of performance under this contract. Failure to have RapidGate clearance may result in a vendor being turned away from the base and being unable to complete delivery. The contractor is responsible for the additional cost for RapidGate enrollment and must ensure that a RapidGate enrolled driver is available for all deliveries. We currently estimate that RapidGate enrollment will cost about \$250 per company and \$200 per enrolled employee for 1 year of access to multiple locations, but the cost of RapidGate or other security enrollment may vary, so the contractor should contact RapidGate to determine its own costs. If more than one driver is required, RapidGate enrollment must be obtained for each driver. Note that enrollment can take several weeks, so an awardee that is not already enrolled must begin enrollment at the time of award notification at the latest. If difficulty or delay in enrollment in RapidGate is encountered during the start-up/implementation period, the contractor MUST contact RapidGate and/or the Security Officer at the applicable customer locations to resolve any issues with processing RapidGate enrollment so that the contractor will be able to deliver as required. For additional information regarding RapidGate, including enrollment instructions, please visit their website at <http://www.rapidgate.com>.

Please note that RapidGate is currently a requirement for access to some military bases; however, these and other locations may require enrollment in other security programs at some time in the future. In this event, the contractor is responsible for obtaining all require enrollments and clearances for each of their drivers as soon as they receive notice of such a requirement.

Note: Normal Hours for Delivery are: For land 0630 – 1100 and 1300 – 1700. For ships delivery schedule, routes & stop-off sequence coordination is conducted with Fleet Logistics Center Pearl Harbor (FLCPH). Number of customer orders per day varies due to ship availability & schedule. Delivery window from 0600 – 1700.

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

TITLE

Title of all products purchased for the Government remains with the contractor 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.

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 contractor payment and customer billing.
2. Customers will be able to order all of their requirements through STORES. The system will transmit orders to the contractor and to DLA Troop Support.

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3. The awardee shall be required to interface with STORES and must be able to support the following EDI transactions:
 - a. 810 – Electronic Invoice
 - b. 832 – Catalog (Outbound: Contractor to DLA Troop Support)
 - i. The Prime Vendor is required to submit a breakout of their total contract unit price (i.e. separate delivered price and Distribution Price columns).
 - ii. Gross case weight, case cube, and number of cases per pallet will need to be provided by the Prime Vendor.
 - c. 850 – Purchase order
 - i. 864 – Inventory Reporting
4. The contractor shall have access to the Internet and be able to send and receive electronic mail (email).
5. Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point.
6. The contractor is required to utilize the Government's item descriptions in the Electronic Catalog (832 transmissions). The Government's format begins with the broad category of the item and then continues with a more specific item description. For example: "Crinkle Cut Carrots," would be listed as "Vegetable, Carrots, and Crinkle Cut."
7. The contractor will utilize the DLA Troop Support invoice reconciliation process or other such systems as they become available, to the maximum extent, towards the goal of correcting invoices early and facilitating the payment process.
8. In the event the STORES system or the contractor interface is not operational, the contractor must provide alternate ways for the customer to order (e.g., by fax, by phone, pick-up orders, etc.), however, for delivery, receipt, and payment purposes the order will manually have to be generated via the Customer Account specialist at DLA Troop Support (TVLS).
9. DOD has mandated that all personnel who access DOD systems must use Public Key Infrastructure (PKI) for all private web-enabled applications. Contractor personnel are required to have a DOD-approved PKI or External Certificate Authority (ECA) certificate to access STORES. All costs associated with PKI are the responsibility of the awardee.
10. Contractors 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.
11. Subsistence EDI guidelines and 864 Inventory Reporting requirements are identified at the bottom of this document.

ORDER PLACEMENT

Land Customers:

Orders, other than Emergency Orders or orders for Special Order items, shall be delivered on a “skip day” basis (the 2nd day thereafter), at a minimum, e.g. Monday orders shall be delivered no later than Wednesday.

Customers shall place their orders to accommodate a “skip day” delivery. An order placed on March 1st would have a required delivery date of March 3rd. Orders may be placed with a longer lead-time; however, the minimum lead-time is “skip-day”. Customers will be required to adhere to the specified cut-off time to place an order for skip day deliveries which will be negotiated and become part of the contract, upon award.

Orders shall be submitted by the customer by 12:00 p.m. for skip-day deliveries.

All supplies shall be furnished on a “fill or kill” basis. No substitutions will be accepted unless authorized by the ordering office prior to staging.

The Prime Vendor is to advise the customers of non-availability of an item and recommendation for re-order no later than 12:00 noon of the skip day. If it appears that the vendor does not expect a stock replenishment in sufficient time to fulfill the requirement, the Prime Vendor should offer the customer a substitute of equal or higher quality and of equal or lower cost or advise them of the not-in-stock position of the item and the date of the expected delivery from the manufacturer. For orders where less than the normal 48 hour order lead-time is provided to the vendor, every effort will be made to provide such notification to the customer of non-availability of an item prior to the arrival of the delivery.

THIS LANGUAGE APPLIES TO LAND BASED EXERCISES AT SCHOFIELD BARRACKS/ MARINE CORP BASE KANEOHE ONLY

For Land Based Exercises At Schofield Barracks/ Marine Corp Base Kaneohe the order lead time shall be 30 days. In the event the customers cannot provide a 30 day lead-time, the customers shall submit orders with the greatest lead-time possible.

THIS LANGUAGE APPLIES TO NAVY SHIPS DELIVERIES ONLY

Routine lead times (home ported ships): Deliveries will be made with a 7-day turnaround (orders placed Monday will be delivered the following Monday.) The customer shall submit their orders by 2:00 p.m. for delivery the same day of the following week. Orders with less than a 7-day lead time up to and including same day delivery will be treated as either “emergency orders”, or the order will be filled, without the guarantee of receiving a fill rate of 98%.

Other lead times for special circumstances for Navy Ships:

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1. For home ported Navy Ships loading out for deployment, the order lead-time shall be 14 days, providing a fill rate of at least 98%.
2. For Visiting Navy Ships (i.e. Ships underway and ordering from other than their home port Contractor catalog) the order lead time shall be 30 days. In the event the visiting Navy Ship cannot provide a 30 day lead-time, the Visiting Ship(s) shall submit orders with the greatest lead-time possible.

Customers will receive a 98% fill rate regardless of the number and types of ships ordering consistent with the required lead time.

The Prime Vendor shall provide an initial fill rate to the Fleet Logistics Center (FLC) Provisions Team within 48 hours of receiving the STORES order via EDI. The Prime Vendor shall also provide a final fill rate to the FLC Provisions Team 10 calendar days prior to the required delivery date to the customer. In both cases, the fill rate must include a complete listing of line items that are not in stock or not in season as of the date the initial/final fill rate is provided.

ORDER CANCELLATION

Skip-day purchase orders may be revised, i.e. the required quantity for a line-item(s) may be increased, reduced, or cancelled in its entirety (zero amount), by such change made by the customer (by receipt-confirmed fax, or email) by 12:00pm (noon), Prime Vendor local time, the day prior to delivery. Orders may be cancelled at the customers' discretion (within the timeframe specified above) including, but not limited to, the following reasons:

- Change in requirement
- Change in troop location
- Change in troop mission
- User error on original order

The following language applies to land based exercises at Schofield Barracks/ Marine Corp Base Kaneohe only:

For Land Based Exercises at Schofield Barracks/Marines Corp Base Kaneohe, order cancellations must be received by the PV through a STORES order cancellation or in writing no less than 72 hours prior to the RDD. Restocking fees may only apply to orders not cancelled in a timely manner. Restocking charges may only be applied at the Contracting Officer's discretion, for cancellations less than 72 hours respectively prior to delivery date on orders over \$10K.

Customers may cancel orders in accordance with the cancellation timeframes established above and no restocking charges shall apply.

The following language applies to Navy Ships only:

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For all Navy Ships except deploying, order cancellations must be received by the PV through a STORES order cancellation or in writing no less than 24 hours prior to the RDD. Restocking fees may only apply to orders not cancelled in a timely manner. Restocking charges may only be applied at the Contracting Officer's discretion, for cancellations less than 24 hours respectively prior to delivery date on orders over \$10K.

For deploying Navy ships, order cancellations must be received by the Prime Vendor through a STORES order cancellation or in writing no less than 72 hours prior to the RDD. Restocking charges or disposal charges may only apply to orders not cancelled in a timely manner. A decision regarding restocking charges will be made at the Contracting Officer's discretion on orders over \$10K.

Customers may cancel orders in accordance with the cancellation timeframes established above and no restocking charges shall apply.

Restocking Charges

For both land and ship customers, restocking charges may be applied for cancellations after the stated cancellation timeframe, on orders over \$10K. The Prime Vendor must notify the Contracting Officer, in writing, within 24 hours of any order that is cancelled for which restocking charges may be applied. The Prime Vendor's notification must include, purchase order number, order date, requested delivery date, date and time of cancellation, total order dollar value, case count, and total applicable restocking charges.

For the cancellation requirement for Pohakuloa Training Area (PTA), please refer to the Pohakuloa Training Area (PTA) section above.

EMERGENCY ORDERS

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

ORDER FILL OR SUBSTITUTION POLICY
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1. All supplies shall be furnished on a “fill or kill” basis. Customer notification and approval is required before any partial shipment can be made; however, the unfilled quantity is to be reported as not-in-stock (NIS). Contractors are required to have procedures for handling NIS situations. The contractor is required to stipulate timeframes in which the NIS item will be identified to the customer prior to the delivery, in order that a substitute item may be requisitioned via a new order.

2. For ship orders, the substitution must be authorized by the ship and coordinated with the Navy Logistics Support Center (LSC). In the case of a contractor NIS on part of a quantity ordered, partial shipments are acceptable if the customer is notified and agrees; however, the unfilled quantity is considered cancelled and shall be reflected as a “0% fill” on the fill rate report. The customer may elect to re-order under a new purchase order.

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 customers. This 120-day period will begin after the Prime Vendor receives individual services’ Headquarters or Regional Area Command’s approval and initial demand for the item. It is the Prime Vendor’s responsibility to obtain individual services’ Headquarters or Regional Area Command’s approval. The 120-day lead time does not apply to replacement items. Lead time will 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 contract uses dietary products and items unique to a healthcare facility.

The Government does not intend to add a new item to the Prime Vendor’s permanent catalog unless there is anticipated demand of at least ten (10) cases per month. For existing catalog items, the Prime Vendor will be responsible for notifying the Contracting Officer on a monthly basis if any cataloged item has not been ordered in sufficient quantities to meet a ten (10) case monthly order quantity. Those slow moving items will be considered for catalog deletion. Special Order, Seasonal, Spices, Holiday Items, as well as Hospital and CDC unique items included but not limited to baby Food/Cereal, baby formula, prune juice, whole wheat flour, etc. will be required at less than ten (10) case demand levels and are excluded from the ten (10) case monthly demand review.

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 PV will use their proposed supplier selection process to include analysis/comments/recommendation of new products prior to the product sampling/taste testing.

The PV will be responsible to work with the customer to ensure that the customer is included in the decision to determine the acceptability of product.

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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 in writing prior to the items addition to the customer's catalog. Customers will provide an estimate of initial monthly demand which the PV will use for their original order placement to the manufacturer/supplier. The PV will re-order inventory according to the customers' monthly sales. It is the PV's responsibility to notify the customers when product is not moving in accordance with the monthly projected sales, in order for the customers to adjust those quantities. The Government will not be liable for expired product if actual orders do not meet projected estimates.
4. The PV 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 PV's Hawaii 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 existing inventory will remain on the catalog to be drawn down before the new replacement item can be ordered. The new item will not be added to the catalog until existing inventory is depleted. In the event that there is no new item and a current catalog item is no longer needed or desired by the customer, reasonable efforts will be made to deplete the existing inventory on hand. The Government will not, however, be liable for any expired or unordered product.
6. In the event of a change in pack size for an item, (e.g., an item in Category 1 changes from 24/12 oz. cans to 12/12 oz. cans), the contractor must notify the Contracting Officer of any such change. A new Sub-Category may be established within that Category (e.g., Sub-Category 1A) and the distribution price may be adjusted proportionally (e.g., from \$6.00 per case to \$3.00 per case).
7. Procedures for Processing New Items

a. Customer Initiated Item Requests

- 1) When the Government customer requests a new item(s) not inventoried by the Contractor be added to the contract catalog, the customer shall initiate and provide sufficient information to the Contractor, via the STORES New Item Request Process to enable the contractor to promptly source the required item. **NOTE: Prior to all requests, the customer must obtain approval from their Service HQ (Army, Air Force and Navy) and Regional Area Commands where applicable for each service for all catalog item additions.**

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

- 2) Customer Initiated Item Requests will be submitted in STORES. Vendor receives the Item Request and submits their item to DLA by filling out all of the required fields. Vendor has up to 5 business days to submit an item to DLA to meet the request if the item is an in-house product and up to 10 business days if the item has to be sourced. After submission, the Vendor receives an email notification and can check the request status in STORES. The Contracting Officer will

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review the Item Request and determine if the item can be added to the catalog. Once the Contracting Officer approves, the Prime Vendor will have a maximum of 120 days lead time to source, transport and make available the new item to the end-user customers.

- 3) Each Item request for approval in STORES must have the following information:
 - Original Manufacturing Facility Info
 - Facility Name, Address, City, State, Country, Zip Code
 - Manufacturer – from drop down box or typed in if not an option
 - Brand – from drop down box or typed in if not an option
 - SKU or GTIN
 - Vendor Part Number
 - Price by Unit of Measure (UOM)
 - Catch Weight Item – with Min/Max if applicable
 - Storage Type/Condition
 - Final Product Price – needs to be opened up to fill out subsequent information
 - Product Price, Distribution Price, Distribution Price Category
 - Estimated Monthly Demand Quantity
 - *Additionally if a Local Stock Number is known that would fit the request based on the description, this can be searched for in Associate Existing Stock Number – this is not required, but it can be helpful when identifying an item for a request
- 4) In addition to the above fields being filled out in the STORES Item Request, the following documents must be attached to the request in STORES before submission to DLA:
 - Berry Amendment Documentation/Waiver – something showing that the item is Berry Amendment Compliant or a Domestic Non-Availability Determination
 - Invoice / Quote or E-Mail
 - Manufacturer Product Spec Sheet – unless the item is a house brand, do NOT supply the Prime Vendor's specifications
 - Principal Display Panel (PDP) – the portion of the label including the product name, manufacturer's declared statement of identity, and the case net weight...for meat and poultry items, also include the Handling Statement and Legend/Establishment number ***should be an actual photograph of the product/case and needs to be legible***
 - Information Panel (IP)– the portion of the label including the Ingredient Statement, Nutrition facts, country of origin and the name of the manufacturer, distributor, or broker and their address

*Note: Both the Supplier/Distributor Case Label, PDP and the IP must be an actual photograph of the product/case. These must be legible and should be in a jpg, gif, or PDF format.
- 5) Written approval from the Contracting Officer shall authorize all specified new item additions and/or changes to NSNs prior to catalog update transmissions. This requirement is for the Contracting Officer's determination of price reasonableness.
- 6) New item prices for non-MPA items must be determined fair and reasonable and must be approved by the Contracting Officer prior to the item's addition to the customer's catalog. In

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accordance with past practice, the customer will continue to determine all items to be added to the catalog. However, new non-MPA items will not be added to the catalog unless the Contracting Officer determines the proposed prices to be fair and reasonable and approves the addition.

b. Vendor Initiated Item Requests

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

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

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

FILL RATE/SUBSTITUTIONS/EXCEPTIONS

For all customers, the required contract order fill-rate is 98%. Fill rates will be measured in the following four categories and the 98% fill rate requirement applies to each category:

- CONUS Procured Non-Catch Weight Items
- CONUS Procured Catch Weight Items
- OCONUS Procured Non-Catch Weight Items
- OCONUS Procured Catch Weight Items

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.

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

The vendor's submitted non catch weight fill rate reports will be based on the same formula, and shall not include substitutions, mis-picks, damaged cases, etc.

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

The fill rate for catch weight items shall be provided in two ways, pounds accepted / pounds ordered as well as cases accepted / cases ordered to allow for a computation of an overall fill rate. Instruction for how the catch weight item conversion from pounds to cases is to be accomplished is listed below. The fill rate calculation for catch weight items by the pound shall be calculated as follows and shall not include substitutions, mis-picks, damaged cases, etc.

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

Definitions:

- *Non-Catch weight item:* An item that has a specific weight per case and never varies, i.e., Cake Mix Yellow, 6/5 lb. Box.
- *Catch-weight item:* An item for which a weight range is acceptable; normally meat items purchased by the pound, i.e., Beef Flank Steak, 11-15 lb. Case.
- *Cases accepted:* For non-catch weight items, the product quantity that the customer has received and receipted, not including damaged cases, and mis-picks.
- *Cases ordered:* For non-catch weight items, the product quantity requested by a customer.
- *Pounds accepted:* For catch weight items, the product quantity that the customer has received and receipted, not including damaged cases, and mis-picks.
- *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%.

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- *Quantity accepted:* For non-catch weight items, the product quantity for each line within one order opportunity that the customer has received and receipted, not including damaged cases, and mis-picks.
- *Quantity ordered:* For non-catch weight items, the product quantity requested by a customer for each line within one order opportunity.

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

0 – 0.4999 will round down

0.5 – 0.999 will round up

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

Order = 52 LB / 13 = 4 cases

Receipt = 45 LB / 13 = 3.46 = 3 cases

Fill-rate = 3 / 4 = 75.0%

If the contractor delivers 46 LB, the fill-rate = 46 / 13 = 3.53 = 4 cases = 4 / 4 = 100%

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

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

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

Increase: plus (+) the item average weight

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

Decrease = 13 x .49 = 6 LB

Increase = 13 LB

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

Designation of catch-weight items: To designate a catch-weight item, the Contractor must input catch-weight indicator “AVG” in 832 catalog field PO404, Packaging Code, for each catch-weight item. The Contractor shall assure that the correct average case weight (i.e. the actual weight average of cases that will be delivered) is input in 832 catalog field CTP04, Catch Weight Multiple.

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.

Substitute items will be accepted/receipted against a new STORES order line as described in the example below and the original order line will be counted as a zero fill.

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As an example: 8 cases of #10 can applesauce is ordered, the PV is NIS and recommends #303 can applesauce as a substitute, customer accepts substitute and places a new order for 6 cases of the #303 can applesauce (for a different quantity in this example due to package/pack size difference), and PV delivers the substitute order in full:

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

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

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

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

The Government in-house record for fill-rate calculates the fill-rate for each line item of each purchase order, the fill rate per purchase order, the fill-rate per customer, and the fill-rate for all customers, for any period of time, based on order required delivery dates (RDD). Fill-rates are calculated for non-catch-weight items, catch-weight items, and overall (all items) fill rate.

DLA Troop Support has developed Standard Operating Procedures (SOP) for Weekly Fill Rate Exception reviews and approvals in accordance with the approved exception categories listed below. This SOP highlights the supporting documentation requirements as well as the process associated with the submission and review of exception requests. This SOP will be provided post award. The Contractor shall inform the Contracting Officer Representative, Contract Specialist or Contracting Officer weekly of any specific instances that would absolve or excuse its failure to deliver an order, or individual line item(s), in full; e.g. customer cancelled line or quantity without adjusting STORES, customer ordered incorrect quantity, item being discontinued, etc. If the Government agrees with the justification, the Government will post the exception into its in-house system which will result in the order or line(s) either being excluded from the Government fill-rate calculation or the correct order and receipt quantities being included in the calculation. These excusable instances represent Fill-Rate Exceptions and are shown below.

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

CONTRACTING AUTHORITY, ADMINISTRATION, INVOICES, PAYMENT AND REPORTS

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 contractor effects any change at the direction of any person other than the DLA Troop Support Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made. The Contracting Officer must authorize any modification or costs associated with a change.
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.

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.

MARKETING

Participation in briefings, conferences, and other related activities does not imply that the contractor is responsible for conducting market research for the Government.

NOTICE TO CONTRACTORS

1. Prospective contractors are hereby advised that although there is a guaranteed minimum of 10% on this contract, DLA Troop Support cannot guarantee that any or all of the customers will order all of their subsistence and related non-food requirements from the successful contractor.
2. The Prime Vendor is 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.

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 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 contractor users accessing CPARS. The requirement for PKI certificates is implemented in accordance with DOD security policy promoting secure electronic transactions.

2. Obtaining a PKI certificate

For access to CPARS: A DOD PKI Certificate is required for all DOD employees accessing ACASS, CCASS, CPARS and FAPIIS. 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 contractors may have some difficulty in obtaining a PKI certificate, and while this is a requirement under special circumstances exceptions can be made. Additionally, the potential cost involved in obtaining a PKI certification should be considered when contractors establish distribution prices.

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 own equipment or working in non-government facilities. A list of ECAs is available at https://cpars.cpars.gov/cpars/app/home_input.action. 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. All costs associated with PKI are the responsibility of the awardee.

INVOICING

1. Each delivery will be accompanied by the contractor'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 contractor.

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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 contractor must be “clean”, i.e. all debits and/or credits must be reflected on the invoice prior to submission.
 - a. In regard to distribution categories 1-12, 1A-10A, the delivered price, plus the distribution price will be established as a Prime Vendor catalog unit price for food and non-food orders submitted by the customer via STORES. The process for ordering, receipting, invoicing, billing, and payment is completely electronic via STORES and Enterprise Business System (EBS).
 - b. In regard to distribution categories which do not have associated delivered prices, the distribution price will be established as a Prime Vendor catalog unit price. The Contracting Officer will provide detailed instructions for this process on a case by case basis. In regard to distribution category 14 and 21, all charges associated with Restocking Fees must be submitted on a separate paper invoice by the Prime Vendor for Contracting Officer approval.
 - c. 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 15th day of the following month; e.g. for the period of January 1 thru January 31, referenced invoices must be received by February 15th. The contracting Officer will authorize the Prime Vendor to submit the approved 810 invoices for payment as soon as evaluation of all documentation is completed.

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

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beyond the decimal point.

8. The following address must appear in the “Bill To” or “Payment Will Be Made By” block of the contractor’s invoice:

Defense Finance and Accounting Service (DFAS)
BSM
P.O. Box 369031
Columbus, OH 43236-9031

9. Each invoice shall contain sufficient data for billing purposes. This includes, but is not limited to:

- Contract Number, Call or Delivery Order Number, and DODAAC;
- Contract line listed in numeric sequence (also referred to as CLIN order);
- Item nomenclature;
- LSN or NSN;
- Quantity purchased per item in DLA Troop Support’s unit of issue;
- Clean invoices must be submitted; and
- Total dollar value on each invoice (reflecting changes to the shipment, if applicable).

10. Contractors 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 contractor to adjust as necessary and communicate with the customer or DLA Troop Support as needed, in order to resolve any/all discrepancies.

PAYMENTS

1. Defense Finance and Accounting Service DFAS 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” 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 be the later of the following two events: (a) the 30th day after the designated billing office receives a proper invoice from the Contractor; (b) the 30th day after the Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.). All 810 electronic invoices must be submitted with accurate, sufficient, clean data before any payment can be made. However, the contractor shall not submit the 810 invoices for payment until the signed delivery ticket/invoice has been received directly from the customer.
4. Fast pay procedures do not apply.
5. All contractors must have the ability to accept an 820 transaction set from its financial institution. DFAS

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EBS, formerly EBS, will no longer forward a detailed summary of payment(s); this information will only be available from your bank.

6. STORES/BSM Reconciliation Tool: In an effort to improve the payment process, contractors will have availability to view what the customer has or has not receipted, via the EBS website. The contractor will have access to “unreconciled” information; i.e., the invoice does not match the receipt because of a quantity or price discrepancy, or because the customer has not posted a receipt. Both invoice information and receipt information will be available for review by the contractor. While the contractor will not have the capability to update customer receipt information, update capability will be available for unreconciled invoice information for approximately 30 days.

The Government intends to make payments under this contract by electronic funds transfer (EFT). Reference Clause FAR 52.232-33, Payment by Electronic Funds Transfer-- System for Award Management” contained within clause FAR 52.212- 5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items. However, the election as to whether to make payment by check or electronic funds transfer is at the option of the Government.

ECONOMIC PRICE ADJUSTMENTS

ECONOMIC PRICE ADJUSTMENT (EPA) – ACTUAL MATERIAL COSTS FOR SUBSISTENCE DELIVERED PRICE BUSINESS MODEL – DLA TROOP SUPPORT SUBSISTENCE PRIME VENDOR (SPV) CONTIGUOUS UNITED STATES (CONUS), ALASKA, AND HAWAII

(a) Warranties. For the portion of the schedule that is covered by this EPA language, the Contractor warrants that –

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

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

(b) Definitions. As used throughout this EPA language, the term:

(1) “Private label holder” means:

(i) A manufacturer or grower with whom the contractor holds an ownership and/or financial interest, or ownership and/or financial interest in a specific item(s) produced by a manufacturer or grower; or

(ii) An entity holding an intellectual property interest, whether by ownership or license, in the label under which product is being sold in the commercial marketplace; or

(iii) An entity holding exclusive marketing and/or sales authority of a product, or one holding property rights in a proprietary product formula.

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- (2) “Redistributor” means an entity independent of the contractor from which the contractor purchases product for purposes of consolidating quantities and/or obtaining a competitive delivered price.
- (3) “Standard Freight” means the published list price or prevailing market rate for transportation of subsistence and food service operating supplies, i.e. the transportation charge for delivery from the manufacturer/grower/private label holder or redistributor to the SPV Contractor. This may include inter-division transfers between the SPV Contractor’s warehouses provided the delivered price (inclusive of standard freight) of a product at a given time is identical to the delivered price of the same product at the same time to other commercial customers in the SPV Contractor’s electronic purchasing system.
- (i) In the event the SPV Contractor picks up product free on board (f.o.b.) origin from a manufacturer/grower/ private label holder, or arranges for delivery transportation from a third party source other than the manufacturer/grower/private label holder, the standard freight charge shall be based on market tariffs/conditions and shall not exceed the lesser of:
- (A) The manufacturer/grower/private label holder’s or manufacturer/grower/private label holder’s carrier’s freight price normally payable by the SPV Contractor for inbound shipments of such products and quantities to the Contractor’s distribution point; or
- (B) An average price based on market conditions for freight in the same market for the same type of freight service for like products, shipping methods and quantities.
- (ii) In rare circumstances, and only with the Contracting Officer’s written approval, the SPV Contractor may use drop shipments, i.e. the product is shipped directly from the manufacturer/grower / private label holder to the customer without the SPV Contractor taking possession. This may involve transportation charges using non-standard freight such as FedEx, United Parcel Service (UPS), or the United States (U.S.) Postal Service. In such instances the Contracting Officer will determine price reasonableness on the unit price inclusive of freight.
- (4) “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 three components: delivered price plus distribution price less Government rebates and discounts. The unit price sum of the three component prices shall be rounded up or down, as applicable to the nearest cent to determine the final Contract unit price.
- (5) Delivered price.
- (i) Delivered price” means the most recent manufacturer, grower, or private label holder commercial price per unit to the Contractor, inclusive of all standard freight, that is input in the contractor’s purchasing system as the starting basis for its pricing to customers prior to the application of any specific distribution fees, rebates, discounts, limited discounts, or other financial agreements with the Contractor’s customers. The delivered price shall be based on f.o.b. destination delivered using standard freight. The delivered price shall exclude all costs that are to be covered in the distribution price. The SPV Contractor warrants that the delivered price to its delivering warehouse of a product sold at any given time by the SPV Contractor to DLA Troop Support customers is identical to the delivered price of such product sold at the same time to its other customers.

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(A) Exception: For mandatory source items, the delivered price shall be limited to the nonprofit agency's price for product as set in accordance with applicable law, plus standard freight.

(B) Exception: A redistributor's price for a specific manufacturer/grower/private label holder's product (or stock keeping unit (SKU)) may be used as long as the redistributor's price for the quantity ordered is equal to or lower than the manufacturer's/ grower's/ private label holder's current price inclusive of Government rebates and discounts (as defined below). Supporting documentation (published price list, manufacturer letter/email, or similar proof of price comparison) may be required. The determination that the supporting documentation is sufficient to establish the manufacturer's/ grower's/ private label holder's current price rests solely with the Contracting Officer.

(C) Exception: Standard freight may not apply to drop shipments and f.o.b. origin pickups.

(ii) The Contractor shall utilize best commercial practices in purchasing its food items under this contract, to include seeking and using competition to the maximum extent practicable for all purchases and purchasing in the most economical order quantities and terms and conditions.

(6) "Distribution Price(s)" means the firm fixed price portion of the Contract Unit price, offered as a dollar amount per unit of issue, rounded up or down to the nearest cent. The distribution price is the only method for the Contractor to bill the Government for all aspects of contract performance other than delivered price; including but not limited to, the performance requirements of the statement of work (SOW) for the applicable SPV solicitation and resulting contract. As detailed above in paragraph (5), delivered price is distinct from and not to be included in the distribution price. For both drop shipments and Government pickups, the Contracting Officer may negotiate a reduced distribution price with the Contractor since the Contractor is not handling the product.

(7) "Government rebates and discounts" means all rebates, discounts, and limited discounts designated for the Government, including National Allowance Pricing Agreements (NAPA) discounts, food show discounts, early payment discounts (other than qualifying early payment discounts as defined in the Rebates, Discounts and Price Related Provisions section of the contract), and any other rebates, discounts, or similar arrangements designated by the manufacturer/grower/ private label holder or redistributor to be passed to the Government or passed to all customers without specific designation. In accordance with other provisions of the contract (and subject to any applicable exceptions in those provisions), all Government rebates and discounts shall be passed to the Government via a reduced catalog price (i.e. "off invoice"). Any Government rebates and discounts that must be passed to the Government and which cannot be applied as an up-front price reduction must be submitted via check payable to the U.S. Treasury, with an attached itemized listing of all customer purchases by line item to include contract number, call number, purchase order number and contract line item number (CLIN).

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

(9) "Ordering Week" means from Sunday at 12:01 AM through the following Saturday until midnight (Eastern Time EST, standard or daylight as applicable).

(c) Price adjustments.

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(1) General.

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

(ii) Catalog delivered prices must be reflective of the prime vendor's last receipt price (the price of the stock most recently received into SPV contractor's inventory).

(iii) Updates to the delivered price: All notices and requests for new item delivered prices and price changes shall be submitted weekly, no later than Monday 5 PM EST to be effective in the following ordering week's ordering catalog prices. The delivered price shall have any and all Government rebates and discounts subtractions made prior to presenting the delivered 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 delivered price component of the applicable Contract unit price. Upon the Contracting Officer's acceptance of such EDI 832 price changes in accordance with paragraph (v) below, the price change transaction sets will post in the next week's ordering catalog and each Contract unit price shall be changed by the same dollar amount of the change in the delivered price in the next week's ordering catalog.

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

(v) Price change requests that the Contracting Officer questions or finds to be inconsistent with the requirements of this EPA language shall not be posted until the Contracting Officer specifically authorizes the posting. If the Contracting Officer does not notify the Contractor by close of business 5 PM Eastern Standard Time each Wednesday that a price or a price change request is being questioned or has been found to be erroneous, the price change(s) will post to the ordering catalog effective the beginning of the following ordering week. The posting of updated prices in the ordering catalog, calculated in accordance with this EPA language, constitutes a modification to this contract. No further contract modification is required to effect this change. Any changes that post to the ordering catalog do not constitute a waiver of any of the rights delineated elsewhere in the contract.

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(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 delivered 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 5PM Eastern Standard Time on Wednesday. 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 may be considered negatively in any evaluation of performance.

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

(2) Limitations. All adjustments under this EPA language shall be limited to the effect on contract unit prices of actual increases or decreases in the delivered prices for material. There shall be no upward adjustment for—

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

(ii) Changes in the quantities of materials; and

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

(3) If the Contracting Officer rejects a proposed adjustment for an item because the adjusted unit price cannot be determined fair and reasonable, the Contractor shall have no obligation to fill future orders for such item as of the effective date of the proposed adjustment unless such item is subsequently added to the contract at a Unit Price that is determined fair and reasonable. Alternately, the item may be retained on the catalog at the prior (unadjusted) price for as long as both parties agree to do so.

(d) Upward ceiling on economic price adjustment. The aggregate of contract delivered price increases for each item under this EPA language during the contract period inclusive of any option period(s) or tiered pricing period(s) shall not exceed 30 percent (%) (110% for fresh fruits and vegetables (FF&V)) of the initial contract delivered price, except as provided below:

(1) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this EPA language will be required that will exceed the current contract ceiling price for

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

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

(e) Downward limitation on economic price adjustments. There is no downward limitation on the aggregated percentage of decreases that may be made under this EPA language.

(f) Examination of records. 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, that the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this EPA language. Such examination may occur up to twice a year (except as provided for below) 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. These will normally involve Government selection of a statistically significant sample size of invoices/records to examine based on the number of line items on the specific contract catalog. If an examination of records reveals irregularities, further examinations and/or a larger sample size may be required. In addition to normal examination, the Government may conduct additional examinations at the Contracting Officer's discretion.

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

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

MANAGEMENT REPORTS

The contractor shall provide the following reports to the Contracting Officer in the frequency indicated. Negative reports are required and the government reserves the right to add additional reports at no additional cost.

Each quantity and dollar value provided should be based on the item's unit of issue. The below reports shall be submitted. A separate report shall be submitted individually for Hawaii Land and for Hawaii Ships.

It is at the Contracting Officer's discretion which reports are submitted and the frequency of these reports. All of

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these reports shall be cumulative for a one (1) month period and submitted no later than the seventh day of the following month i.e. reporting period of January 1st through January 31st; the reports must be received by February 7th.

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 contractor is required to add the following statement to every management report submitted to DLA Troop Support: “I confirm that all the information submitted to the Government is complete and accurate to the best of my knowledge. I understand that false statements contained herein, may be punishable by law.”

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

- a. 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.
- b. Weekly Fill Rate Report – In addition to the Monthly Fill Rate Report, the contractor 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 weekly fill rate report shall also include Raw fill rate percentages exclusive of customer cancellations.

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 monthly and weekly fill rate reports shall be based on the customer’s RDD for the previous week. The report shall contain all orders for the specified time period, as well as, a worksheet summary roll-up report tab which captures all contract/catalog numbers combined. The summary shall contain the following information:

- 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):

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- a. Each line to contain at a minimum: DLA Troop Support stock number, item description, current delivered price, new delivered price, distribution price, current total price (current product + distribution), new total price (new product + distribution), distribution category, purchase ratio factor, unit of issue, unit of measure, and NAPA discount.

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

- a. This report shall list all products that are being ordered in less than the required contract minimum monthly quantity of 10 cases. The purpose is to track slow moving items for possible deletion from the catalog.

4. Rebates (General) (Monthly):

- a. 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, include the manufacturer offering the rebate and the product usage. The total shall be per customer and per contract. A negative report is required.

5. Contractor Records Retention DGPA 17.9503-P(b)(1) (xxii)) (Annually):

- a. Contracting Officers shall review and approve contractor's contract retention plans. The contract retention plans must be in accordance with FAR 4.703. The contractor's record retention plan should include the length of time that they plan to retain contract file documents and electronic documents. The plan should also include the contractor'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.

6. Supply Chain Fitness Report (SCFP) (Weekly):

- a. The vendor will submit a report of assets on hand, anticipated usage, average demand and assets on order. The vendor needs to be able to present real time asset visibility of their entire inventory. At a minimum the vendor is required to submit this report on an as needed basis, however they may also be required to submit it weekly or monthly, as circumstances warrant. The contractor shall electronically transmit the following reports to the Subsistence Contracting Officer and Contract Specialist within 5 working days as requested.

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

- a. This report must list all not-in-stock products (in accordance with the definition of fill rate/not in stock), the estimated get well date (date the item will be back in stock) for each item for a one-week period, and lost sales due to NIS.

8. Rebates (Food Show) (As Required):

- a. 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

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report no later than two weeks after the end of the special pricing period that includes a list of each customer, the Food Show amount, the manufacturer/broker name, and quantity ordered.

- b. Food Show rebates shall be listed per customer, per contract, and per manufacturer. The total shall be per customer and per contract.

9. NAPA Report (Monthly):

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

10. National Contract Items (Monthly):

- a. The Prime Vendor will submit a monthly report listing all National contract items, purchase price, number of cases, total pounds, and total sales for each item. Separate tabs should be submitted for each National contract.

11. Container Utilization Waivers (Monthly):

- a. This monthly report shall list all container utilization waiver requests, date of waiver, Prime Vendor name, shipper, container TCN, waiver code, cubes.

12. Cost Savings Report (Monthly):

- a. This report will help demonstrate the efforts the Prime Vendor is making to reduce delivered price costs. Each line to contain at a minimum: DLA Troop Support stock 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), savings for the fiscal year (including actual sales volume and actual cost savings).

13. Financial Status Report (Monthly):

- a. In order to ensure timely payments, a summarized account receivable and / or a "days of outstanding sales" shall be submitted on a monthly basis. The report will be categorized by time periods and sorted further by customer. If problems should occur, a detailed listing by invoice number / call number will be requested. However, it is suggested that this report contain as much information as possible to alleviate problems immediately.

14. DLA Owned Material Physical Inventory Report (Annually, If Needed):

- a. 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

15. Socio-Economic Report (Monthly):

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- a. This report shall list all products manufactured and/or supplied by small business, small disadvantaged business, minority owned small business, women-owned small business, women owned small disadvantaged business, HUB Zone small business, veteran owned small business, or service disabled veteran owned small business. This report shall be sorted by manufacturer/supplier, include quantity and dollar value, and be sorted by the applicable business size category of the manufacturer/supplier. The required format of this report will be provided by the Contract Specialist during post-award administration. NIB/NISH firms are not to be categorized under Small Disadvantaged Business as they are non-profit organizations and should be considered their own separate category.

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

- b. 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.

CATALOG ORDER GUIDE

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

PRIME VENDOR 832 CATALOGS

During contract implementation, the Prime Vendor is 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.

IN-PROCESS REVIEWS (IPR)

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 is 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.

OTHER CONSIDERATIONS

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

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AWARDED DISTRIBUTION PRICES

Cat. #	Category Description	Distribution Price Category Unit of Measure	Tier #1	Tier #2	Tier #3
1	CONUS DRY	CS			
1A	OCONUS DRY	CS			
2	CONUS DRY (UOM for EA = 1 CO)	EA			
2A	OCONUS DRY (UOM for EA = 1 CO)	EA			
3	CONUS FZN	CS			
3A	OCONUS FZN	CS			
4	CONUS FZN	LB			
4A	OCONUS FZN	LB			
5	CONUS CHILLED	CS			
5A	OCONUS CHILLED	CS			
6	CONUS CHILLED	LB			
6A	OCONUS CHILLED	LB			
7	CONUS FF&V	CS			
7A	OCONUS FF&V	CS			
8	CONUS CHILLED	CO			
8A	OCONUS CHILLED	CO			
9	CONUS FF&V	LB			
9A	OCONUS FF&V	LB			
10	CONUS FF&V	PG			
10A	OCONUS FF&V	PG			
11	CONUS Water (Potable - Bottled)	CS			
12	OCONUS Water (Potable - Bottled)	CS			
13	Disposal (Incl. Tras; Approved at the Contracting Officer's Discretion)	CS			
14	Restocking Price for Orders Over \$10K (Approved at the Contracting Officer's Discretion)	CS			
15	GFM Inspection, Storage, Rework, Relabel, Distribution, Dry (Single Case/Box)	CS			
16	GFM Inspection, Storage, Rework, Relabel, Distribution, Dry (2 Cases per Module) EA = 2 Cases	EA			
17	GFM Inspection, Storage, Rework, Relabel, Distribution, Dry (3 Cases per Module) EA = 3 cases	EA			
18	GFM Inspection, Storage, Rework, Relabel, Distribution, FZN	CS			

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Cat. #	Category Description	Distribution Price Category Unit of Measure	Tier #1	Tier #2	Tier #3
19	Emergency Orders > 5 per month (Approved at the Contracting Officer's Discretion) (UOM of EA = one (1) Emergency STORES Purchase Order)	EA			
20	War Readiness Material (Monthly Fee)	CS			
21	Restocking Fee for Orders shipping to the PTA (Approved at the Contracting Officer's Discretion)	CS			

AWARDED MARKET BASKET PRICES

Line Item	Stock Number	Item Description	Distribution Price Category UoM	Delivered Price	Distribution Category
1	890501E604695	BEEF, RIB RIBEYE ROLL BNLS FZN MIN US GR CH 4 - 5 / 8 TO 12 LB AVG NAMP112	LB		4
2	890501E616968	BEEF, GROUND BULK FROZEN 90% LEAN 4/10 LB PG N#136.	CS		3
3	890501E625731	CHICKEN BRST FLT, IF, W/RM, ICE GLAZED, US GRA, 4.5-5.5 OZ EA, 2/5 LB BG	CS		3
4	890501E625493	BACON, SL F/C FZN HICKORY SMK, FR 18-22/LB, 6/200CT PG, 19.57LB CS N#540	CS		3
5	891001E193666	EGGS, SHELL, LARGE, FRESH US GRA 1/30 DZN CS U69	CS		5
6	890501E622941	BEEF, STRIPLOIN STEAK, BONELESS, CHOICE, FRZ, 80/8 OZ EA	CS		3
7	896001E901180	WATER, DRINKING, 1.5 lt bt, 12 ct cs	CS		12
8	890501E606203	FISH, LOBSTER TAIL COLD WATER RAW FZN IQF 4-6 OZ EA, 4/10 LB CO Q80	CS		3
9	890501E130049	CHICKEN, 8 PC CUT RAW IF ICE GLZ, WOG US GRA, 4BAGS, 1/40-50LB CS, N#P1005	LB		4
10	890501E620377	CHICKEN, TENDERLOINS, BRD, F/C, FZN, FOR OVER, 4/5 LB BG	CS		3
11	890501E625782	BEEF, STEAK, STRIPS, FZN, US CH GR, 10/5 LB BG, NAMP 135C	CS		3

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Line Item	Stock Number	Item Description	Distribution Price Category UoM	Delivered Price	Distribution Category
12	890501E198408	BEEF, TENDERLOIN, FRZ, 12/5 LB UP	LB		4
13	890501E606159	FISH, SHRIMP, WHL, RAW, P&D, FZN, TAIL-OFF, IQF, US GRA, 21-25/LB, 12/3LB BG	CS		3
14	890501E092698	BEEF ROUND, KNUCKLE, PEELED, 4/10 LB AVG (40 LB AVG CS) Q17	LB		4
15	890501E097387	CHICKEN WINGS UNBRD FC FZN DISJOINTED(1&2) JUMBO HOT PEPPER GLZ, 2/5 LB BG	CS		3
16	890501E624356	TURKEY RST, BNLS, RAW, FZN, BRST/THIGH, SKIN-ON, NETTED, 2/8-10 LB EA	LB		4
17	890501E625764	FISH, SALMON FLT PORT, RAW IQF CHUM, SL, BONED, USGR A, 4-6 OZ EA, 1/10LB CS	CS		3
18	892001E606635	ROLLS, HAMBURGER BUNS, SLICED, FRZ, 6/8 CT PG	CS		3
19	896001E392183	WATER/ PURIFIED, 24/500 ML CO P91	CS		11
20	890501E397342	BEEF, FOR STEWING, DICED, FRZ, 1/10 LB CO, NAPM 135A, MIN US CH GR Q28	LB		4
21	890501E197101	PORK RIBS, SPARERIBS, ST. LOUIS STYLE, FRZ, 14/2.25 LB AVG, NAMP 416A	LB		4
22	891001E595930	EGGS, WHOLE, LIQ, ESL, CHL, 2/20 LB BIB	CS		5
23	891001E615224	EGGS, MIX, DEHY CRYSTALS, 14/1.75 LB CO A62	CS		1
24	890501E606332	PORK LOIN CHOPS CC ONE MUSCLE BNLS FZN 32/5 OZ EA, 1/10 LB CS, N#1412E	CS		3
25	892001E598920	CEREAL, VARIETY PACK, FAVORITES, 60/1.85 OZ CUPS	CS		1
26	890501E603283	SAUSAGE, PORK, LINKS, P/C, FZN, 200/.8 OZ EA	CS		3
27	895501E607677	COFFEE, VERONA (STARBUCKS), ROASTED, GROUND, UNIVERSAL GRIND, 28/9 OZ CO P26	CS		1
28	890501E299962	CHICKEN BREAST, BNLS AND SKNLS, RAW, FRZ, 24/5 OZ EA Q68	LB		4
29	892001E611202	BREAD, ITALIAN WHITE FZN SL LOAF 8/18.6 OZ PG	CS		3
30	890501E617474	FISH, POLLOCK FLT RAW FZN ALASKAN, SERPENTINE CUT 3.5-4.5 OZ/ 1/25 LB CS	CS		3
31	890501E604715	BEEF, BRAISING STEAK SWISS FZN MIN US GR.CH 6 OZ EA NAMP 1102	CS		3

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SUBSISTENCE PRIME VENDOR HAWAII – Y. HATA

Line Item	Stock Number	Item Description	Distribution Price Category UoM	Delivered Price	Distribution Category
32	890501E625736	FISH, COD FLT PORTION RAW FZN BNLS SKLS IQF US GR A 4-6 OZ EA, 1/10 LB CS	CS		3
33	890501E626306	FRANKS, BEEF, FZN, 5/1, 6 IN., SKLS, 2/5 LB PG, N#800	CS		3
34	892001E624608	BREAD WHL WHT FZN SL 100% WHL WHT, 9-GRAIN, W/ SESAME SEEDS, 6/26.16 OZ	CS		3
35	891001E620562	CHEESE, CHDR, RF, SHRD, FRZN, 4/5 LB PG	CS		3
36	891001E393293	BUTTER, SALTED, 30/1 LB PRINT S01	LB		4
37	890501E592338	FISH, HALIBUT STK, RAW, IQF, SKIN-ON, USGRA, 5-7 OZ EA, 1/10 LB CS	CS		3
38	891001E297289	CHEESE, AMERICAN, SL, YELLOW, 120 CT PG, 4/5 LB PG	CS		5
39	890501E607126	BEEF, GRD, PATTIES, FZN, 85% MIN LEAN, 40/4 OZ EA, N#1136	CS		3
40	890501E194426	MEATBALLS, BEEF, PRECKD, FRZ, 2/5 LB PG L62	CS		3
41	892001E292350	BISCUITS, BUTTERMILK, FRZ, EZ-SPLIT, 120/2.5 OZ EA T60	CS		3
42	894001E590270	ENTREE, CHICKEN CORDON BLEU, FRZ, 24/7 OZ EA L61	CS		3
43	894001E192789	CORNERD BEEF HASH, CANNED, 6/NO 10 CAN K04	CS		1
44	892001E296590	FLOUR, WHEAT, BREAD, UNBLEACHED, 1/35 LB CN F56	CS		1
45	891501E591209	VEG, POTATOES, HASHBROWN PATTIES, FRZ, 214/2.25 OZ EA, 6/5 LB BG	CS		3
46	890501E194569	BEEF, SHORT RIBS, BONE-IN, FZN, MIN US GR CH, 6-8 OZ EA, 1/10 LB CS N#1123	LB		4
47	890501E623343	FISH, CATFISH, FILLETS, BRD, 4-6 OZ BAKE/FRY, FRZ, 1/15 LB CS Q91	CS		3
48	894501E612426	OIL, COTTONSEED/CANOLA BLEND, 1/35 LB BIB K89	CS		1
49	892001E621263	RICE, JASMINE, BUTTERY FLAVOR, 6/10 LB CO G13	CS		1
50	892001E590633	CAKE, CHEESE VARIETY, 10 INCH, 16 SLICES, 4/78 OZ EA T53	CS		3
51	892001E096671	COOKIE DOUGH, CHOC CHIP, PRE-CUT, FRZ, 240/1.33 OZ EA L89	CS		3

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SUBSISTENCE PRIME VENDOR HAWAII – Y. HATA

Line Item	Stock Number	Item Description	Distribution Price Category UoM	Delivered Price	Distribution Category
52	890501E625661	FISH, CRAB LEGS & CLAWS, ALK KING, BRN/GLD, F/C, IQF, SPLIT, 16-22CT, 1/20LB CS	CS		3
53	892001E091908	CEREAL BAR, RICE/MARSHMALLOW (RICE KRISPIES TREATS), 80/1.3 OZ INDIV SERV	CS		1
54	895001E613475	SPICE, GARLIC, GRANULATED, 1/25 OZ CO	EA		2
55	893501E591237	SOUP & GRAVY BASE, CHICKEN, NO MSG, 6/1 LB CO	CS		5
56	892001E195670	PASTA, SPAGHETTI, DRY, 2/10 LB CO	CS		1
57	891501E598957	VEG, ONION RINGS, BREADED, FOR BAKING, FRZ, 4/2.5 LB CO T17	CS		3
58	890501E603137	BACON, CANADIAN, CHL, W/ WATER 4/3-5 LB EA	LB		6
59	895001E091006	EXTRACT, VANILLA, PURE, 1/32 OZ CO	EA		2
60	890501E606161	BEEF RIBEYE ROLL STK, BNLS, FZN, MIN US CH GR, 24/7 OZ EA, 10.5 LB CS, N#1112	CS		3
61	890501E590680	CHICKEN FILLET, BRD, PRECKD, IQF, 28/5.6 OZ EA (10 LB CS) Q61	CS		3
62	890501E620296	PORK LOIN, BNLS, NETTED, FZN, MAX 12% SOL, 5/7-12 LB EA, N#413A FIC R42	LB		4
63	890501E623538	CHICKEN, FAJITA STRIPS BRST MEAT, RAW, FZN, UNSEAS, .5"X1"X3", 4/10 LB BG Q58	CS		3
64	890501E623071	BEEF, LOIN T-BONE STEAK, FZN, US CH GR, 48/13-15 OZ EA, N#1174	LB		4
65	890501E604313	FISH, SHRIMP, WHOLE P&D FZN USGRA, IQF TAIL-ON, 26-30/LB, 12/3 LB	CS		3
66	895001E613195	SPICE, PEPPER, BLACK, GRD, 1/18 OZ CO N77	EA		2
67	891001E190180	CHEESE, PARMESAN, GRATED, 12/1 LB SHAKER TOP CO U56	CS		5
68	891001E391106	MILK, SHELF STABLE, RF (2%), UHT, 27/8 OZ CO (S/O, 5 WK LT)	CS		1
69	891001E093868	MILK, SHELF STABLE, LF 1%, UHT, 1/5 GAL BIB (5WK LT S/O 50 CS INCREMENTS)	CS		1
70	892001E624195	PANCAKE MIX, BUTTERMILK, ADD WATER ONLY, 6/5 LB BG	CS		1
71	895001E602197	DRESSING, CRMY, RANCH, 102/1.5 OZ PG	CS		1

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SUBSISTENCE PRIME VENDOR HAWAII – Y. HATA

Line Item	Stock Number	Item Description	Distribution Price Category UoM	Delivered Price	Distribution Category
72	891501E623742	BEV BASE, CONC, ORANGE JUICE 100% VALENCIA, FRZ, 4+1, 3/3.5 LTR CO,FOR DISPENSER	CS		3
73	896001E390831	BEV BASE, POWDER, FRUIT PUNCH, SF W/ASPARTAME, 12/2 GAL YIELD, 12/1.7 OZ PG P84	CS		1
74	895001E615441	CATSUP, TOMATO, UPSIDE DOWN SQUEEZE BOTTLE, 30/20 OZ CO	CS		1
75	896001E616132	DRINK, SPORTS, ORANGE L/CAL, 24/12 FL OZ BT	CS		1
76	890501E626801	HAM W/NAT JUICES BNLS FC FZN PULLMAN 97%LEAN 4/12 LB EA N#508	CS		3
77	893001E597021	PEANUT BUTTER, SMOOTH, 0.5 OZ CUP, 100/CS	CS		1
78	894001E293020	PIE FILLING, BLUEBERRY, PREPARED, 6/NO 10 CAN K31	CS		1
79	892001E396180	BREAD, ROLLS, DINNER HAWAIIAN SWEET 240 / 1 OZ	CS		3
80	894001E392051	PIZZA, BAKED, 4-CHEESE, W/SELF RISING CRUST, FRZ, 12/12 INCH EA	CS		3
81	895001E293029	SAUCE, BARBECUE, 4/1 GAL CO N21	CS		1
82	894001E625777	SANDWICH, BKFST FZN MUFFIN CAN. BACON EGG WHT CHEESE WHL GR 12/4.5 OZ EA	CS		3
83	894001E625925	SNACK, CHIPS POTATO VAR KETTLE, JALAP/SEA SALT/SALT VIN/BBQ, 60/1.38 OZ PG	CS		1
84	893501E623099	SOUP MIX, CHICKEN NOODLE, 4/13.3 OZ PG H77	CS		1
85	892501E295657	SYRUP, IMITATION MAPLE, 6/NO 10 CAN H11	CS		1
86	892001E094467	TOASTER PASTRY, STRAWBERRY, FROSTED, 72/2 CT PG (144/CASE)	CS		1
87	891501E292440	VEG, BROCCOLI FLORETS, FZN, 12/2 LB CO	CS		3
88	890501E617751	BACON, TURKEY, CHP&FRM, SL, FZN Q04	CS		3
89	891001E592480	SOFT SERV MIX, NONDAIRY, VANILLA, PDR, 6/6 LB BG, FOR SOFT SERV DISP	CS		1
90	894001E298434	CREAMER, NON DAIRY, FRENCH VANILLA, LIQ, 180/.375 FL OZ EA	CS		1

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SUBSISTENCE PRIME VENDOR HAWAII – Y. HATA

CURRENT BATTLE PACK

BATTLE PACK					
FIC	Stock Number	Item Description	YH ITEM #	Quantity for ONE BP	Quantity for ALL SIX BPs
A18	890501E603231	CHICKEN, PULLED, CN, W/ BROTH, 6/48 OZ CN A18	110170	6	36
A19	890501E626651	FRZ DRIED, BEEF, GRD, CN, SEAS, MIN 28 OZ CN, 6/#10 CN A19	290252	2	12
A20	890501E198996	FRZ DRIED, SAUSAGE, PORK, CRUMBLE, FC, SS A20	290239	1	6
A22	890501E290634	FRZ DRIED, CHICKEN SL FC WHT MEAT SSND, 6/#10 CN, A22	290235	4	24
A32	890501E099941	FISH, TUNA LIGHT, CHUNK PG, 6/43 OZ FLEXIBLE PG A32	190258	10	60
A62	891001E615224	EGGS, MIX, DEHY CRYSTALS, 14/1.75 LB CO A62	49079	14	84
A63	891001E592479	SOFT SERVE MIX, NON-DAIRY, POWDER, CHOCOLATE, 6/6 LB PG (4WK LT SPEC ORDER) A63	58013	2	12
A69	891001E592480	SOFT SERVE MIX, NON-DAIRY, POWDER, VANILLA, 6/6 LB BAG (4WK LT SPEC ORDER) A69	58011	6	36
A78	891001E195850	MILK, NF DRY 6#10 cn	40236	2	12
A90	891001E093868	MILK, SHELF STABLE, LF 1%, UHT, 1/5 GAL BIB (5WK LT S/O 50 CS INCREMENTS) A90	42036	28	168
B28	891501E392270	VEG, BEANS, GREEN, CUT, 6/NO 10 CAN B28	271524	6	36
B34	891501E099637	BEANS, KIDNEY, CN, LS, dark red, min 108 oz cn, 6/#10cn	270119	3	18
B51	891501E393765	VEG, BEANS, REFRIED, DEHY, 6/30 OZ CO B51	230186	2	12
B54	891501E292429	VEG, BEANS, WHITE, IN TOMATO SAUCE W/PORK, US GR A, 6/NO 10 CAN B54	270106	2	12
B80	891501E394917	VEG, CARROTS, CN, SL, MED, FANCY, MIN 105 OZ CN B80	271522	6	36
C06	891501E392737	VEG, CORN, CANNED, WHOLE KERNEL, GOLDEN, US GR A, 6/NO 10 CAN C06	271517	6	36
C47	891501E196350	JUICE, LEMON, RECONSTITUTED, 12/32 FL OZ CO C47	22263	1	6

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SUBSISTENCE PRIME VENDOR HAWAII – Y. HATA

BATTLE PACK					
FIC	Stock Number	Item Description	YH ITEM #	Quantity for ONE BP	Quantity for ALL SIX BPs
C73	891501E298517	VEG, MUSHROOMS, CN, STEMS & PIECES, 12/16 OZ CN C73	70190	6	36
D08	891501E399359	VEG, PEAS, SWEET, US GR A, 6/NO 10 CAN D08	271507	2	12
D43	891501E391112	VEG, YAMS, W/SYRUP, 6/110 OZ CAN D43	270232	1	6
D49	891501E590449	POTATOES, HASH BRN, SHRD, DEHY, 6/2.125 LB BX D49	234055	10	60
D51	891501E594587	POTATO DEHY SLICED 4/5 lb Basic American	234052	4	24
D53	891501E391111	VEG, POTATOES DEHY INST CN GRANULES COMPLETE W/VIT C, MIN 88 OZ/CN 6#10 CN D53	234025	2	12
D72	891501E396621	SPINACH, CN, chp, no salt added, US GRA, min 90 oz cn, 6/#10 cn	271738	3	18
D75	891501E397138	FRZ DRIED, STRAWBERRIES, CN, SL, MIN 6 OZ CN, 6#10 CAN	290251	1	6
D80	891501E091085	TOMATO PASTE, CN, US GRA MIN 111 OZ, 6/#10 CAN	261509	4	24
E34	892001E623213	CAKE MIX, YELLOW, CN, WATER PREP, 72 OZ CN, 6/#10 CN E34	456328	3	18
E67	892001E623087	CEREAL, OATMEAL, INSTANT, VARIETY, 1/64 PKGS PER CASE E67	90139	10	60
F15	892001E607644	CORN BREAD MIX, YELLOW, WATER PREP, 64 OZ CN, 6/#10CN F15	456317	2	12
F56	892001E296590	FLOUR, WHEAT, BREAD, UNBLEACHED, 1/35 LB CN F56	61559	32	192
F72	892001E195670	SPAGHETTI CUT 10" 2/10 lb F72	232695	3	18
F79	892001E295787	MACARONI ELBOW SMALL 2/10 LB F79	232681	4	24
F82	892001E396619	PENNE RIGATE 4/5 lb F82	232699	5	30
F87	892001E299036	NOODLES MEDIUM EGG 1/4" wide 2/5 lb F87	232646	8	48
G10	892001E626404	RICE PARBOILED 4/10 LB BG G10	235096	4	24
G13	892001E627508	JASMINE RICE, 4/10 LB G13	422687	4	24

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SUBSISTENCE PRIME VENDOR HAWAII – Y. HATA

BATTLE PACK					
FIC	Stock Number	Item Description	YH ITEM #	Quantity for ONE BP	Quantity for ALL SIX BPs
G22	892001E291342	CORNSTARCH, 24/1 LB CO G22	61024	1	6
G29	892001E627532	TACO SHELLS 1/200 ct G29	103514	2	12
G70	892501E298259	CHOCOLATE, COOKING, SEMI-SWEET CHIPS, 12/12 OZ PG G70	69001	2	12
G90	892501E297738	HONEY, CLOVER, 12/16 OZ CO G90	91022	4	24
H11	892501E295657	SYRUP, IMITATION MAPLE, 6/NO 10 CAN H11	252017	5	30
H17	892501E295038	SUGAR, BROWN, LIGHT, 16/2 LB CO H17	240143	2	12
H25	892501E622923	SUGAR, GRANULATED, 1/35 LB CN H25	240147	8	48
H27	892501E295448	SUGAR, REFINED, WHITE, POWDERED, 16/2 LB CO H27	240144	4	24
H52	893001E298024	JAM, STRAWBERRY, 12/32 OZ CO H52	91593	3	18
H71	893001E601434	PEANUT BUTTER, CREAMY, 10/28 OZ CO H71	93540	16	96
J53	893501E600359	SOUP & GRAVY BASE, BEEF, NO MSG, 12/1 LB CO J53	210127	4	24
J61	893501E625088	SOUP & GRAVY BASE, CHICKEN, RST CHL GF 5 GAL YIELD 6/1 LB TUB CO J61	210113	6	36
J74	894001E094748	GRAVY WITH SAUSAGE, PREPARED, CANNED, RTS, 6/NO 10 CAN J74	184576	2	12
J81	894001E094741	CREAMER, NON DAIRY, PDR, 1000/ 3 GM PG J81	43001	2	12
J93	894001E090037	PUDDING, VANILLA, RTU, 6/NO 10 CAN J93	52014	1	6
J94	894001E390612	PUDDING, CHOC, CN, MIN 112 OZ CN, 6/#10 CN J94	52015	1	6
K01	894001E390464	TOPPING, DEHY, NON-DAIRY, 12/1 LB CO K01	250104	1	6
K04	894001E192789	CORNED BEEF HASH, CANNED, 6/NO 10 CAN K04	101016	2	12
K29	894001E293026	PIE FILLING, APPLE, PREPARED, 6/NO 10 CAN K29	80152	2	12

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BATTLE PACK					
FIC	Stock Number	Item Description	YH ITEM #	Quantity for ONE BP	Quantity for ALL SIX BPs
K33	894001E293027	PIE FILLING, CHERRY, PREPARED, 6/NO 10 CAN K33	80154	2	12
K86	894501E295485	OIL, CANOLA, 6/1 GAL CO K86	130290	3	18
K87	894501E392238	SALAD OIL, OLIVE, X-VIRGIN, 6/1 GL CO K87	422843	1	6
K89	894501E193286	SHORTENING, LIQ, TFF, FRYING, CLEAR, SOYBEAN/CORN/SUNFLOWER, 1/35 LB CO K89	130329	10	60
K98	894501E299117	SHORTENING, SEMI-SOLID, GEN PURPOSE, SOYBEAN/PALM, 1/35 LB CO K98	130164	4	24
L40	890501E621413	BEEF COUNTRY FRIED STEAK, 4 oz 1/10 lb, Advance Pierre 2140/8076 L40	117404	4	24
L41	890501E620377	CHICKEN, TENDERLOINS, BRD, F/C, FZN, FOR OVEN, 4/5 LB BG L41	115109	2	12
L80	891501E391687	VEG, MIXED, ANTIGUA BLEND, FRZ, 8/3 LB CO L80	273739	4	24
M02	895001E627120	BAKING POWDER, 1/5 LB CO M02	65509	6	36
M03	895001E295660	BAKING SODA, 24/1 LB CO M03	65510	1	6
M21	895001E395254	KETCHUP, FANCY, MIN 115 FL OZ CN, 6/#10 CN	260124	5	30
M25	895001E624941	MAYONNAISE, SQUEEZE BTL, 12/20 OZ CO M25	176050	6	36
M32	895001E597409	MUSTARD, PREPARED, YELLOW, 16/14 OZ SQUEEZE CO M32	182515	3	18
M34	895001E297788	VINEGAR, WHITE, DISTILLED, 12/32 FL OZ BT M34	177032	1	6
M39	895001E605185	DRESSING, THOUSAND ISLAND, POUR BOTTLE, 6/32 FL OZ CO M39	175285	1	6
M40	895001E606169	DRESSING, BALSAMIC VINAIGRETTE, 6/32 FL OZ BT M40	175283	1	6
M41	895001E605190	DRESSING, BLUE CHEESE, POUR BOTTLE, 6/32 FL OZ CO M41	175291	2	12
M44	895001E605184	DRESSING, ITALIAN, GOLDEN, POUR BOTTLE, 6/32 OZ CO M44	175280	2	12
M46	895001E605192	DRESSING, CREAMY RANCH, POUR BOTTLE, 6/32 FL OZ CO M46	175281	24	144

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BATTLE PACK					
FIC	Stock Number	Item Description	YH ITEM #	Quantity for ONE BP	Quantity for ALL SIX BPs
M95	895001E094823	FLAVORING, IMITATION VANILLA, 1/32 OZ CO M95	222061	1	6
N00	895001E395411	OLIVES BLK, CN SL FANCY 6#10 CAN, (55 OZ CN) N00	140125	1	6
N04	895001E094408	VEG, PEPPERS, JALAPENO, SLICED, 6/NO 10 CAN N04	141500	1	6
N07	895001E099137	PICKLES, DILL SLICED CN KOSHER 99 OZ CN 6#10 CAN N07	142525	3	18
N10	895001E395255	SAUCE, SRIRACHA, BLUE AGAVE 6/19.6 OZ CO N10	180171	2	12
N12	895001E197726	RELISH, PICKLE, SWEET, 6/NO 10 CAN N12	142526	1	6
N16	895001E094311	SAUCE, SALSA, MILD, THICK & CHUNKY, 4/1 GAL CO N16	181546	2	12
N21	895001E293029	SAUCE, BARBECUE, 4/1 GAL CO N21	184618	2	12
N29	895001E620853	SAUCE, HOT, VARIETY, 48/6 OZ EA N29	181535	2	12
N32	895001E297904	SAUCE, STEAK A-1, 12/15 FL OZ BT N32	184610	1	6
N37	895001E390075	SAUCE, SOY, 12/6 FL OZ CO N37	183077	1	6
N38	895001E095188	SAUCE, SOY (SHOYU), 4/1 GAL CO N38	183002	1	6
N42	895001E190111	SAUCE, HOT, FOR BUFFALO WINGS, 4/1 GAL CO N42	184629	2	12
N45	895001E297903	SAUCE, WORCESTERSHIRE, 12/15 FL OZ CO N45	184542	1	6
N47	895001E623517	SPICE, ALLSPICE, GRD, 1/16 OZ CO N47	223334	1	6
N55	895001E613463	SPICE BLEND, CHILI POWDER, 1/18 OZ CO N55	223217	1	6
N57	895001E613470	SPICE, CINNAMON, GROUND, 1/16 OZ CO N57	223215	1	6
N60	895001E621985	SPICE, CUMIN, GROUND, 1/16 OZ CO N60	223264	1	6
N64	895001E613476	SPICE, GARLIC, POWDER, 1/16 OZ CO N64	223000	28	168

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SUBSISTENCE PRIME VENDOR HAWAII – Y. HATA

BATTLE PACK					
FIC	Stock Number	Item Description	YH ITEM #	Quantity for ONE BP	Quantity for ALL SIX BPs
N66	895001E613484	SPICE, GINGER, GROUND, 1/16 OZ CO N66	229116	1	6
N71	895001E090928	SPICE, NUTMEG, GROUND, 1/16 OZ CO N71	223034	1	6
N72	895001E621887	SPICE, ONION, GRANULATED, 1/18 OZ CO (IND UNIT SALE) N72	223344	10	60
N74	895001E613478	SPICE, PAPRIKA, GROUND, 1/16 OZ CO N74	223174	6	36
N75	895001E090279	SPICE, PARSLEY FLAKES, 1/2 OZ CO N75	228081	6	36
N77	895001E613195	SPICE, PEPPER, BLACK, GRD, 1/18 OZ CO N77	223004	10	60
N79	895001E621981	SPICE, PEPPER, RED, CRUSHED, 1/12 OZ CO N79	223333	1	6
N80	895001E613481	SPICE, PEPPER, CAYENNE, GROUND, 1/14 OZ CO N80	229117	1	6
N89	895001E401231	SALT, TABLE IODIZED, 9/4 lb	224023	2	12
N93	895001E620154	SPICE BLEND, CAJUN STYLE, 1/22 OZ CO N93	223253	14	84
N95	895001E616714	SPICE BLEND, ITALIAN STYLE, 1/6.25 OZ CO N95	223256	14	84
P19	895501E297913	COCOA BEV POWDER, 6/50 CT, 300/1 OZ PG (300 INDIV SERV PER CASE) P19	24005	2	12
P20	895501E095321	COCOA, BAKING, 12/1 LB CO P20	69086	1	6
P27	895501E613688	COFFEE, ROASTED, GROUND, UNIVERSAL BLEND, 10/39 OZ CO P27	21081	9	54
P31	895501E095123	TEA, BAGS, IND SERV W/TAG & STRING, 10/100 CT BX P31	26510	1	6
P35	895501E095797	TEA MIX, INSTANT, SF W/ASPARTAME, 2 GAL YIELD, 12/1.7 OZ PG P35	24021	12	72
P49	896001E396461	BEV BASE, POWDER, PINE-ORANGE, SF W/ASPARTAME, 2 GL YIELD, 12/1.7 OZ PG	24079	12	72
P84	896001E390831	BEV BASE, POWDER, FRUIT PUNCH, SF W/ASPARTAME, 12/2 GAL YIELD, 12/1.7 OZ PG P84	24020	12	72
P88	896001E622569	BEV BASE, POWDER, LEMONADE, SF W/ASPARTAME, 12/2 GAL YIELD, 12/2.2 OZ PG P88	24042	12	72

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BATTLE PACK					
FIC	Stock Number	Item Description	YH ITEM #	Quantity for ONE BP	Quantity for ALL SIX BPs
Q01	890501E625493	Bacon sl f/c fzn Hickory Smoke from 18 18-22 lb , 6/200 count, pg, 19.57 lb cs N# 540	114023	9	54
Q37	890501E604695	BEEF, RIB RIBEYE ROLL BNLS FZN MIN US GR CH 4 - / 8 TO 12 LB AVG NAMP112 Q37	112835	10	60
Q45	890501E616968	BEEF, GROUND BULK FROZEN 90% LEAN 4/10 LB PG N#136 Q45	112950	12	72
Q53	890501E391343	SAUSAGE LINK Q53	117655	12	72
Q61	890501E590680	CHICKEN FILLET, BRD, PRECKD, IQF, 28/5.6 OZ EA (10 LB CS) Q61	114809	4	24
Q68	890501E625731	CHICKEN BRST FLT, IF, W/RM, ICE GLAZED, US GRA, 4.5-5.5 OZ EA, 2/5 LB BG Q68	115221	60	360
Q87	890501E627670	SALMON PORTION, RAW, IQF, SOCKEYE, skin-on, bnls, US Gr A, 4-6 oz ea, 1/10 lb cs Q87	455927	10	60
Q92	890501E597390	FISH, COD FLT BTRD P/C FZN 2-3 OZ EA 2/5 LB Q92	194593	5	30
R07	890501E397571	SAUSAGE, ITALIAN, LINKS, SWT, RAW, FZN, PORK, MILD, 4/1, 2/5 LB CO R07	114238	8	48
R37	890501E625120	PEPPERONI 2-5 lb R37	116344	4	24
R42	890501E620296	PORK LOIN, BNLS, NETTED, FZN, MAX 12% SOL, 5/7-12 LB EA, N#413A FIC R42	113889	12	72
R69	890501E606159	FISH, SHRIMP, WHL, RAW, P&D, FRN, TAIL TAIL-OFF, IQF, US GR 21 21-25/LB 12/3LB BG R69	194602	3	18
R70	890501E609296	FISH, SHRIMP WHL BRD, P/C FZN T/ON, OVEN/ BK/DEEP FRY, 21-25/LB, 10/3 LB BX R70	194725	2	12
R89	890501E626228	TURKEY RST, BNLS, RAW, FZN, US GrA, nat prop, max 8% sol, netted, 2/8-12 lb ea	117262	8	48
S01	891001E098218	BUTTER SALTED PRINT 30/1 lb S01	422312	4	24
S05	891001E293466	BUTTER, CHL, salted, US GRAA, foil wrapped chips, (59ct/lb), 5/200 ct co	41593	2	12
S09	891001E610483	CHEESE BLD, PIZZA, SHRD, FRZ, MOZZ, CHDR & PROV, 4/5LB BG S09	41028	3	18
S40	891501E610484	VEG, ASPARAGUS, FZN, CUTS & TIPS, US GRA, 6/2.5 LB CO S40	273636	2	12

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BATTLE PACK					
FIC	Stock Number	Item Description	YH ITEM #	Quantity for ONE BP	Quantity for ALL SIX BPs
S67	891501E292440	VEG, BROCCOLI FLORETS, FZN, 12/2 LB CO S67	273719	8	48
S76	891501E395681	VEG, CAULIFLOWER FZN FLORETS US GR A 12/2 LB PG S76	271674	6	36
T38	891501E593568	VEG, POTATOES, FR FRIES, CRINKLE-CUT, FOR BAKING, FRZ, 1/2 IN THICK, 6/5 LB T38	234602	6	36
T52	891501E298195	VEG, MIXED, FRZ, US GR A, 12/2.5 LB PG T52	273533	4	24
T67	892001E293330	TORTILLAS, FZN, FLOUR, 10 IN., 18/12 CT PG T67	102544	4	24
U17	890501E626801	HAM PULLMAN 4-12 lb (NIQI) U17	114383	6	36
U38	891001E297289	CHEESE AMERICAN SLICE 4/5 lb U38	41675	5	30
U45	891001E620562	CHEESE, CHDR, RF, SHRD, FRZN, 4/5 LB PG U45	41025	10	60
Y53	895001E401020	HORSERADISH, PREPARED, CHL, 6/32 OZ CO Y53	184802	1	6
Y83	895001E196866	YEAST, 12/2 LB BG Y83	65519	2	12



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

EDI Implementation

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

SECTION 1.0 GENERAL INFORMATION

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

SECTION 2.0 PRODUCTION PROCEDURES

- 2.1 TRANSMISSION SCHEDULES
- 2.2 PROBLEM RECOVERY

SECTION 3.0 EDI Guidelines

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

Section 1.0 General Information

1.1 DLA Troop Support EDI Test Contacts

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

1.2 Electronic Data Interchange (EDI) – Testing Process

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

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

A typical EDI test process begins with an 832 (catalog) file being sent from a vendor to STORES. In this catalog file, vendors will provide stock item numbers, item descriptions, item prices and other item data included in the guidelines below. These stock items will be available for ordering by customers when the contract goes from testing to production. Once the 832 file is received, DLA Troop Support personnel will review the file to ensure all required fields are included and meet the proper requirements.

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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.

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

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

Points of contact for 832 EDI Testing are:

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

Guidelines for 832 – Catalog

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
ST Transaction	ST01	Transaction Set Identifier Code Definition: A Transaction Set Identifier Code that classifies the EDI file as an 832 catalog Value: ["832"]	3 ID	M
Set Header	ST02	Transaction Set Control Number Definition: The Transaction Set Control Number. Value: [Transaction Set Control Number]	4-9 AN	M
BCT Beginning Element for Price/Sales Catalog	BCT01	Price Catalog Identifier Code Definition: Indicates the beginning of the Price Catalog transaction set Value: ["PC"]	2 ID	M
BCT Beginning Element for Price/Sales Catalog	BCT02	Contract Number Definition: Specifies catalog number information Value: [Contract Number]	13 AN	M

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<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
DTM Date/Time	DTM01	Effective Date of Change Definition: The code identifying the date and time of the catalog change Value: ["152"]	3 ID	M
DTM Date/Time	DTM02	Update-date (YYMMDD) Definition: The effective date of the catalog change Value: [YYMMDD]	Date	M
DTM Date/Time	DTM03	Update-time (HHMMSS) Definition: The effective time of the catalog change Value: [HHMMSS]	Time	M
LIN Item	LIN01	Line number Definition: Sequential Line numbers for the items on the catalog. Value: [Line Number]	1-11 N	M
LIN Item	LIN02	Stock Number Identifier Code Definition: Code identifying the type of descriptive number used in LIN03. The code 'SW' indicates that LIN03 will hold the DLA Troop Support Stock Number for the item on the catalog. Value: ["SW"]	2 ID	M
LIN Item	LIN03	Stock number Definition: Identifying Code DLA Troop Support uses to identify an item on a catalog. Value: [Stock Number]	13 AN	M
LIN Item	LIN04	Vendor Part Identifier Code Definition: Code identifying the type of descriptive number used in LIN05. The code 'VP' indicates that LIN05 will hold the Vendor's Part Number for the item on the catalog. Value: ["VP"]	2 ID	M

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<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
LIN Item	LIN05	Part Number Definition: Identifying Code of the vendor's product on the catalog Value: [Part Number]	25 AN	M
LIN Item	LIN06	Mutually Defined Identifier Code Definition: This is a constant 'ZZ' which indicates that the value in LIN07 is a mutually agreed upon code between the Vendor and DLA. Value: ["ZZ"]	2 ID	M
LIN Item	LIN07	update indicator Definition: The update indicator for an item on the catalog. 'C' for a Change or Add, or 'D' for Delete Value: ['C' or 'D']	1 AN	M
LIN Item	LIN08	Mutually Defined Identifier Code Definition: This is a constant 'ZZ' which indicates that the value in the LIN09 is a mutually agreed upon code between the Vendor and DLA. Value: ["ZZ"]	2 ID	M

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<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
LIN Item	LIN09	<p>Economic Indicator</p> <p>Definition: The Economic Indicator for the vendor providing the catalog stock items</p> <p>Value: [One of the below codes – 00 to 08]</p> <p>Economic Indicator options: 00 = Large business 01 = SB (Small business) 02 = SDB (Small disadvantaged business) 03 = WOSB (Women owned small business) 04 = VOSB (Veteran owned small business) 05 = SDVOSB (Service-disabled veteran owned small business) 06 = HZSB (Hub-Zone small business) 07 = Native Indian small business 08 = Native Hawaiian small business</p>	2 AN	M
LIN Item	LIN10	<p>GTIN Identifier Code</p> <p>Definition : This is a constant ‘US’ value used to indicate Uniform Stock Symbol Code Number and that the next element will hold the Global Trade Item Number (GTIN)</p> <p>Value: [“US”]</p>	2 ID	M
LIN Item	LIN11	<p>Global Trade Item Number (GTIN)</p> <p>Definition: This is the Global Trade Item Number (GTIN) for the item on the catalog</p> <p>Value: [Global Trade Item Number (GTIN)]</p>	1/40 AN	M
REF Reference Numbers	REF01	<p>Mutually Defined Identifier Code</p> <p>Definition: This is a constant ‘ZZ’ which indicates that the value in the REF02 is a mutually agreed upon code between the Vendor and DLA.</p> <p>Value: [“ZZ”]</p>	2 ID	M

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<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>S</i>	<i>M/C/O</i>
	REF02	<p>Special Order Identifier Code</p> <p>Definition: ‘SO’ is always entered in this element. ‘SO’ standing for ‘Special Order Item’. If the item is a special order one, additional information is entered in REF03.</p> <p>Value: [“SO”]</p>	2 AN	M
	REF03	<p>Special Ordering Instructions</p> <p>Definition: If the item is a Special Order one, the Special Ordering Instructions are entered in this element. If the item is not a Special Order one, then no value is entered.</p> <p>Value: [Special Ordering Instructions or Null]</p>	80 AN	O
	REF01	<p>Mutually Defined Identifier Code</p> <p>Definition: This is a constant ‘ZZ’ which indicates that the value in the REF02 is a mutually agreed upon code between the Vendor and DLA.</p> <p>Value: [“ZZ”]</p>	2 ID	M
	REF02	<p>Foreign Source Identifier Code</p> <p>Definition: Definition: This is a constant ‘FS’ which indicates a ‘Foreign Source (Non-US) Item’. If the item is from a foreign source, additional information is entered in REF03.</p> <p>Value: [FS]</p>	2 AN	M
	REF03	<p>Foreign Source Indicator</p> <p>Definition: This element designates either ‘Y’=Yes the item is from a foreign source or ‘N’=No, the item is not from a foreign source.</p> <p>Value: [‘Y’ or ‘N’]</p>	1 AN	M

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<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
	REF02	<p>Manufacturer SKU Identifier Code</p> <p>Definition: This is a constant ‘SK’ which indicates Manufacturer SKU code. If the item has an SKU code assigned, additional information is entered in REF03</p> <p>Value: [“SK”]</p>	2 AN	M
	REF03	<p>Manufacturer SKU</p> <p>Definition: If the item has an SKU assigned, the identifying code is entered. If the item does not have an SKU Code, then no value is entered.</p> <p>Value: [Vendor SKU or Null]</p>	20 AN	M
	REF01	<p>Mutually Defined Identifier Code</p> <p>Definition: This is a constant ‘ZZ’ which indicates that the value in REF02 is a mutually defined code between the Vendor and DLA.</p> <p>Value: [“ZZ”]</p>	2 ID	M
	REF02	<p>DLA Troop Support Unique Identifier Code</p> <p>Definition: ‘DU’ is always entered in this element. ‘DU’ standing for a ‘DLA Troop Support Unique Item’. If the item is a DLA Troop Support Unique Item, additional information is entered in REF03.</p> <p>Value: [“DU”]</p>	2 AN	M
	REF03	<p>DLA Troop Support Unique Indicator</p> <p>Definition: This element designates either ‘Y’=Yes the item is DLA Troop Support Unique or ‘N’=No the item is not DLA Troop Support Unique</p> <p>Value: [Either ‘Y’ or ‘N’]</p>	1 AN	M

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

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

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

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

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

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

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<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/</i>
	MEA02	Glass Identifier Code Definition: The code identifying the broad category to which a measurement applies. If the packaging is Glass, a value of “ZZZ” is entered. (Total weight of glass packaging for item) Value: [“ZZZ”]	3 ID	C ¹
	MEA03	Glass Weight Value Definition: The Glass Weight Value Value: [Glass Weight Value]	9,2 Decimal	C ¹
	MEA04	Glass Weight Unit of Measure Definition: The Glass Weight Unit of Measure Value: [Glass Weight Unit of Measure]	2 ID	C ¹
Definition: The Unit of Measure Value: [Package Unit of Measure] Example: [OZ] Ounce Catalog Item Example: 24 -12 <u>OZ</u> CN				
P04 Item Physical Detail	PO401	Units-per-purchase-pack Definition: The number of inner pack units per outer pack unit Value: [Units per purchase pack] Element Example: [24] Catalog Item Example: 24 -12 OZ CN	4 UI	M
	PO402	Package-size Definition: The size of supplier units in a pack Value: [Package Size] Example: [12] Catalog Item Example: 24 -12 OZ CN	8 Explicit Decimal 2 “12345.78”	M
	PO403	Package-unit-of-measure	2 AN	M

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<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
	PO404	Packaging-code Definition: The code identifying the type of packaging. (Note: must be “AVG” if item is catch weight) Value: [Packaging Code] Example: [CAN] – Can Catalog Item Example: 24 -12 OZ CN	5 AN	M
	PO405	Not Used		
	PO406	Gross Weight/Pack Definition: The numeric value of gross weight per pack Value: [Gross Weight/Pack]	9,2 Decimal	M
	PO407	Gross Weight Unit Definition: The Gross Weight Unit Value: [Gross Weight Unit]	2 ID	M
	PO408	Gross Volume Definition: The numeric value of gross volume per pack Value: [Gross Volume]	9,2 Decimal	M
	PO409	Gross Volume Unit Definition: The Gross Volume Unit in which a value is being expressed Value: [Gross Volume Unit]	2 ID	M
ITD Terms of Sale	ITD01	Prompt Payment Act Identifier Code Definition: The code identifying the type of payment terms. The value of 16 designates that the item is part of the Prompt Payment Act Value: [“16”]	2 ID	M
	ITD02	Not Used		
	ITD03	Not Used		

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<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
	ITD04	Not Used		
	ITD05	Not Used		
	ITD06	Not Used		
	ITD07	Not Used		
	ITD08	Not Used		
	ITD09	Not Used		
	ITD10	Not Used		
	ITD11	Not Used		
	ITD12	Brand Name Definition: A description field that allows for entry of an items Brand Name Value: [Brand Name]	1-80 AN	M
LDT Lead Time	LDT01	Shelf Life Identifier Code Definition: This code identifies the LDT line as dealing with Lead Time/Shelf Life for a stock item. It is a mutually defined Lead Time Code, where AU = Shelf Life Value: ["AU"]	2 ID	O
	LDT02	Shelf Life Definition: A numeric value designating the Shelf Life (the number of months or days) of the product. Value: [Shelf Life]	3 Integer	O
	LDT03	Shelf life Unit Definition: The unit of shelf life time – either months or days Value: [Either "MO" – Month or "DY"- Day]	2 ID	O
LDT Lead Time	LDT01	Lead Time Identifier Code Definition: A lead time code of "AF" indicates lead time from purchase order (PO) date to required delivery date (RDD) Value: ["AF"]	2 ID	O

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<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
	LDT02	Required Lead Time in Days Definition: The numeric quantity of the Required Lead Time Quantity in Days Value: [Required lead time in days]	3 Integer	O
	LDT03	Calendar days Definition: A code of 'DA' indicates the time period is in "Calendar Days" Value: ["DA"]	2 ID	O
DTM Date/Time Reference	DTM01	Voucher Date Identifier Code. Definition: This code of '518' indicates the Voucher Date of a manufacturing product purchased by the Prime Vendor Value: ["518"]	3 ID	C4
	DTM02	MPA Purchase Date Definition: This field allows entry of the MPA Purchase Date (required for OCONUS MPA items) Value: [YYMMDD]	Date	C4
SAC Service, Promotion, Allowance or Charge Information	SAC01	Allowance Identifier Code Definition: This element is an allowance indicator Value: ["A"]	1 ID	C2
	SAC02	NAPA Allowance Identifier Code Definition: This allowance code of "C260" indicates a 'Discount – Incentive (NAPA) Value: ["C260"]	4 ID	C2

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<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
	SAC05	NAPA Allowance Definition: The monetary amount of the NAPA Allowance. Must be prorated in accordance with the Unit of Measure of the Delivered Price of the item. Value: [Napa Allowance \$]	10,2 Decimal Explicit	C ²
	SAC01	Allowance Identifier Code Definition: This element is an allowance indicator Value: ["A"]	1 ID	C ²
	SAC02	Food Show Allowance Identifier Code Definition: This allowance code of "C300" indicates a 'Discount – Special (Food Show)' Value: ["C300"]	4 ID	C ²
	SAC05	Food Show Allowance Definition: The monetary amount of the Food Show Allowance Value: [Food Show Allowance \$]	10,2 Decimal Explicit	C ²
	SAC01	Allowance Identifier Code Definition: This element is an allowance indicator Value: ["A"]	1 ID	C ²
	SAC02	Promotional Allowance Identifier Code Definition: This allowance code of "C310" indicates a 'Discount – Promotional' Value: ["C310"]	4 ID	C ²
	SAC05	Promotional Allowance Definition: The monetary amount of the Discount – Promotional Allowance Value: [Promotional Allowance]	10,2 Decimal Explicit	C ²

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<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
	SAC01	Charge Identifier Code Definition: This element is a charge indicator Value: ["C"]	1 ID	M
	SAC02	Distribution Price Identifier Code Definition: This charge code of "C330" indicates a 'Distribution Price' Definition (Fixed Unit Price): This charge code of "C330" indicates a 'Distribution Price' (storage and/or handling fee) Value: ["C330"]	4 ID	M
	SAC03	Mutually Defined Identifier Code Definition: The mutually agreed upon Agency Qualifier Code (between the Vendor and DLA) Value: ["ZZ"]	2 ID	M
	SAC04	Distribution Price Category Code Definition: The Agency maintained Distribution Price Category Code identifying the charge. Definition (Fixed Unit Price): The Agency maintained Distribution Price (storage and/or handling fee) Category Code identifying the charge. For Fixed Unit Price (FUP) type contracts, where the item represents a Food Service Operating Supplies (FSOS) or a Producer Price Index (PPI) item, the value submitted should be "NA" Value: [Distribution Price Category Code]	4 AN	M

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

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

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<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
	CTP02	<p>Product Price (Pertains to OCONUS contracts) / Delivered Price (Pertains to CONUS contracts) Identifier Code</p> <p>Definition: The price identifier code. Specifically the Manufacturer's unit price (Price excluding distribution price but includes standard freight and a reduction for all applicable allowances per unit of measure)</p> <p>Definition (Fixed Unit Price): The price identifier code. Specifically the unit price excluding distribution price (storage and/or handling fee)</p> <p>Value: ["PRO"]</p>	3 ID	M
	CTP03	<p>Product Price (Pertains to OCONUS contracts) / Delivered Price (Pertains to CONUS contracts)</p> <p>Definition (Product Price): The Manufacturer unit price. This price excludes the distribution price but includes standard freight and a reduction for all applicable allowances per unit of measure</p> <p>Definition (Delivered Price): The unit price excluding distribution price (storage and/or handling fee)</p> <p>Value: [Product Price]</p>	10 Explicit Decimal 2 R	M
	CTP01	Not Used		
	CTP02	<p>Additional Freight Charge Code</p> <p>Definition: The Additional Freight Charge Code for the item being shipped/delivered. This code indicates that CTP03 is additional freight charge.</p> <p>Value: ["PPD"]</p>	4 UI	C ⁶
	CTP03	<p>Additional Freight Charge Price</p> <p>Definition: Additional Freight Charge fee for item being shipped /delivered</p> <p>Value: [Additional Freight Price]</p>	1 0 Explicit Decimal 2 R	C ⁶

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<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
SE Transaction Set	SE01	<p>Number of included segments</p> <p>Definition: The total number of elements included in a transaction set (including ST and SE elements)</p> <p>Value: [Number of included elements]</p>	1-10 AN	M
Trailer	SE02	<p>Transaction Set Control Number</p> <p>Definition: The identifying control number that must be unique within the transaction set functional group for a transaction set. *Note: This is the final element in the 832 transaction set.</p> <p>Value: [Transaction Set Control Number]</p>	4-9 AN	M

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

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

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

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

832 Example File:

```

ISA~00~    ~00~    ~ZZ~ABC    ~ZZ~S39017    ~120312~1234~U~
00200~000000593~0~P~^
GS~SC~ABC~S39017~120312~1234~587~X~00
3040
ST~832~100535
BCT~PC~SPM30010DXX
XX
DTM~152~120312~1234
LIN~1~SW~892501E19XXXX~VP~100068~ZZ~C~ZZ~00
REF~ZZ~SO
REF~ZZ~FS~N
REF~ZZ~SK~012
32
REF~ZZ~DU~N
PID~F~GEN~~~CANDY, CHOC COV PEANUTS, PAN-COATED, ASST COLORS, 48/1.00 OZ
PG~~~Y PO4~48~1.00~OZ~PG~~1.00~CS~10.00~CS
ITD~16~~~~~MARS
LDT~AU~329~D
Y
LDT~AF~2~DA

```

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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~531
81
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~D
Y
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~65CL
GF REF~ZZ~DU~N
PID~F~GEN~~~HONEY, WHITE, US GRADE A, 5 LB CO,
6/CS~~~Y PO4~6~1.00~LB~CO~~10.00~CS~100.00~CS
ITD~16~~~~~AMERICAN BOUNTY
LDT~AU~728~D
Y
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

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to the vendor. Orders may be sent any number of times during the day.

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

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

Points of contact for 850 EDI Testing are:

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

Guidelines for 850 – Purchase Order

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

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Segment	Element	Definition / Value	Size
	BEG03	Purchase Order Number Definition: This is the purchase order number for the current order. Value: [Purchase Order Number]	14 AN
	BEG04	Contract Order Number Definition: This is the Release Number; it holds the contract-order-number which is an alpha-numeric value. Value: [Contract Order Number]	4 AN
	BEG05	Contract Order Date Definition: This is the Date the order was created. Value: [Contract Order Date]	date
	BEG06	Contract Number Definition: This is the contract number field and it holds the contract number for the contract that the customer will order from when placing orders. Value [Contract Number]	13 AN
DTM Date/Time Reference	DTM01	Delivery Requested Definition: This is a constant value of '002' to indicate delivery requested. Value: ["002"]	3 AN
	DTM02	Required Delivery Date Definition: This is the required delivery date for the items on the purchase order. Value: [Required Delivery Date]	6 AN

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Segment	Element	Definition / Value	Size
N1 Name	N101	Ship To Definition: The constant value “ST” is required in this segment. Value: [“ST”]	2 A
	N102	Not Used	
	N103	Department of Defense Activity Address Code (DODAAC) Definition: The constant value “10” is required and indicates the next segment hold the DODAAC. Value: [“10”]	2 AN
	N104	Ship To DODAAC Definition: This is the DODAAC of the Ship To Address of the location to where the items will be shipped. Value: [Ship To DODAAC]	6 AN
N2 Additional Name Information	N201	Ship To Facility Name or Number Definition: This is the facility name or number of the location to where the items will be shipped. Value: [Ship To Facility Name or Number]	35 AN
	N202	Ship To Building Name Or Number Definition: This is the building name or number of the location to where the items will be shipped. Value: [Ship To Building Name Or Number]	35 AN

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

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

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

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

850 Example File:

```

ISA*00*      *00*      *ZZ* CHUCK1  *ZZ*STORES
      *120214*2103*U*00200*000001161*0*P*<~
GS*PO*CHUCK1*STORES*120214*2103*1161*X*003040
ST*850*0000000001
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*1911
1
PO1*0086*88*LB*1.97**VP*11111*SW*891501E213585*ZZ*V03
PID*F****APPLES, EATING, RED, SWT, FRESH, BU

```

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PO1*0087*88*LB*2.06**VP*2222*SW*891501E213586*Z
Z*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*891501E2
11702
PID*F*****BANANAS, FRESH, NMT, 4L, BULK, BUY
PO1*0090*4*CS*20.94**VP*55555*SW*891001E299881*ZZ*U47
PID*F*****CHEESE, COTTAGE, CHL, ESL, SMALL CU
PO1*0091*11*LB*3.25**VP*66666*SW*891501E213599*ZZ
*V42
PID*F*****CUCUMBERS, BULK, FRESH, US NO. 1
GR
PO1*0092*36*LB*2.28**VP*77777*SW*891501E21
3252
PID*F*****GRAPES, FRESH, RED, GLOBE, BULK, US NO.
PO1*0093*54*LB*.99**VP*88888*SW*891501E213604*ZZ
*V61
PID*F*****HONEYDEW MELONS, FRESH, BULK, US NO
PO1*0094*28*LB*3.33**VP*99999*SW*891501E213605*ZZ*V66
PID*F*****KIWIFRUIT, FRESH, BULK, US GR NO. 1
PO1*0095*72*LB*2.37**VP*12222*SW*891501E213607*ZZ*V69
PID*F*****LETTUCE, ICEBERG, FRESH, BULK, US N
PO1*0096*11*LB*2.95**VP*21222*SW*891501E213614*Z
Z*V87
PID*F*****ONIONS, GREEN, FRESH, US NO. 1 GR,
PO1*0097*88*LB*.67**VP*323333*SW*891501E31
0466
PID*F*****ONIONS, YELLOW, LG, DRY, BUY IN 1 L
PO1*0098*22*LB*3.94**VP*434444*SW*891501E213620*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*891501E21
1782
PID*F*****POTATOES, FRESH, MAYQUEEN 2L, US#1
PO1*0101*44*LB*.82**VP*177777*SW*891501E213626*ZZ*W15
PID*F*****POTATOES, WHITE, FRESH, FOR
BAKING,
PO1*0102*72*LB*3.08**VP*3288888*SW*891501E21
1785
PID*F*****TOMATOES, FRESH, LARGE, US#1 OR LOC
PO1*0103*18*CS*6.6**VP*888655*SW*891001E391626*ZZ
*U95
PID*F*****YOGURT, REG, VARIETY, CHL, ESL, FRU
PO1*0104*34*LB*1.14**VP*655555*SW*891501E213601*
Z*V54

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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*0000000001
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:

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Guidelines for 810 – Invoices

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Siz</i>	<i>M/C/O</i>
Transaction Set Header (ST)	ST01	Transaction Set Identifier Code Definition: Code uniquely identifying a transaction set. Value: [810]	3/3 ID	M
	ST02	Transaction Set Control Number Definition: Identifying control number that must be unique within the Transaction set functional group assigned by the originator for a transaction set Value: [Transaction Set Control Number]	4-9 AN	M
Beginning Segment for Invoice (BIG)	BIG01	Invoice Date Definition: The invoice date 3050 Value: [YYMMDD] 3050 Example: [101312]	6 - Date	M

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<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
	BIG02	Invoice Number Definition: Identifying number assigned by issuer Value: [Invoice Number]	1-22 AN	M
	BIG03	Not Used		
	BIG04	Contract Number Definition: The contract number of the invoice Value: [Contract Number]	13/13 AN	M
	BIG05	Call Number / Release Number Definition: The call or release number Value: [Call or Release Number]	4/4 AN	M
	BIG06	Not Used		
	BIG07	Transaction Type Code Definition: This element will always be 'DI' standing for 'Debit Invoice' Value: ["DI"]	2/2 ID	O
	BIG08	Transaction Set Purpose Code Definition: The mutually agreed upon transaction set purpose code. Value: ["ZZ"]	2/2 ID	O
N1 Loop ID (N1)	N101	Entity Identifier Code Definition: The Entity Identifier Code Value: ["ST"]	2/2 ID	M
	N102	Customer Name Definition: The Customer Name Value: [Customer Name]	1/35 AN	M

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<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
	N103	Identification Code Qualifier Definition: This Identification Code will always be '10', designating it as a Dept of Defense Activity Address Code (DODAAC) Value: ["10"]	1/2 AN	M
	N104	Ship To DODAAC Definition: The Ship-To DODAAC for the invoice. Value: [Ship To DODAAC]	6/6 AN	M
Reference Numbers (REF)	REF01	Reference I.D. Qualifier Definition: This Reference Number Qualifier will always be 'RQ', the code for Purchase Requisition Number Value: ["RQ"]	2/2 ID	M
	REF02	Purchase Order Number Definition: The Purchase Order Number (or Reference ID) Value: [PO Number]	14/14 AN	M
Date/Time Reference (DTM)	DTM01	Date/Time Qualifier Definition: This element displays a Date Qualifier of '011' Value: ["011"]	3/3 ID	M
	DTM02	Date Definition: This element displays the Date the invoice was sent 3050 Value: [YYMMDD]	6/8 DT	M
Baseline Item Invoice Data (IT1)	IT101	Contract Line Item Number (CLIN) Definition: a Four position Alpha-numeric characters assigned for differentiation within a transaction set Value: [alpha-numeric characters]	1/11 AN	M

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<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
	IT102	Quantity Invoiced Definition: The quantity of supplier units invoiced Value: [Numeric quantity]	1/10 R	M
	IT103	Unit or Basic Measurement Definition: The unit of measurement Value: [Unit of measurement]	2/2 ID	M
	IT104	Price-extended CLIN Definition: Price-extended for CLIN, quantity invoiced * price. Value: [Price per unit]	1/14 R	M
	IT105	Not Used		
	IT106	Product/Service I.D. Qualifier Definition: This Product ID Qualifier will always be 'FS', designating a National Stock Number Value: ["FS"]	2/2 ID	M
	IT107	Product/Service I.D. NSN Definition: The Product ID/NSN (National Stock Number) Value: [National Stock Number]	13/13 AN	M
	IT108	Product/Service I.D. Qualifier Definition: The mutually agreed upon transaction set product qualifier code. Value: ["ZZ"]	2/2 ID	C
	IT109	Product/Service I.D. Definition: The identifying code for a Prime Vendor Value: ["PV"]	2/2 AN	C

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<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
	IT110	Vendor Number Definition: The code specifying the next element will display the Vendor's Item Number Value: ["VN"]	2/2 ID	O
	IT111	Vendor Item Number Definition: The Vendor's Item Number identifying the item on the invoice Value: [Vendor Item Number]	1/30 AN	C
Total Monetary Value Summary (TDS)	TDS01	Amount of Total Invoice Definition: The total invoice amount Value: [Invoice Amount]	1/10 N2	M
Transaction Totals (CTT)		Number of line items invoiced Definition: The total number of line items invoiced Value: [Number of line items invoiced]	1/6 No	M
SE Segment Elements	SE01	Number of included segments Definition: Total number of segments in the 810 Value: [Number of included segments]	1/10 No	M
	SE02	Transaction Set Control Number Definition: The unique identifying control number for the 810 transaction set	4/9 AN	M

810 Invoice Example

ISA*00* *00* *ZZ*COMPANYABC *ZZ*DTDN
 *20120301*0900*U*00401*000129756*1*P*>
 GS*IN*COMPANYABC*HBJSUB*20120301*0900*129756*X*004010
 ST*810*0001
 BIG*20120301*281082**SPM300010DXXXX*642T**DI*ZZ
 NI*ST*HEYRATAN*10*WZZZZZ
 REF*RQ*WYYYYY20430641

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DTM*011*120301
IT1*1212*0*LB*0**FS*891501E2XXXXXX*ZZ*PV*VN*7171
IT1*1213*0*LB*0**FS*891501E2XXXXXX*ZZ*PV*VN*7115
IT1*1214*18*LB*1.00**FS*891501E2XXXXXX*ZZ*PV*VN*7099
IT1*1215*20*LB*1.00**FS*891501E2XXXXXX*ZZ*PV*VN*7186
IT1*1216*0*LB*0**FS*891501E2XXXXXX*ZZ*PV*VN*7173
IT1*1217*0*LB*0**FS*891501E2XXXXXX*ZZ*PV*VN*7109
IT1*1218*0*CS*0**FS*891001E2XXXXXX*ZZ*PV*VN*1841
IT1*1219*0*CS*0**FS*891001E2XXXXXX*ZZ*PV*VN*1840
IT1*1220*0*CS*0**FS*891001E2XXXXXX*ZZ*PV*VN*18752
IT1*1221*40*LB*1.00**FS*891501E2XXXXXX*ZZ*PV*VN*7172
IT1*1222*40*LB*1.00**FS*891501E2XXXXXX*ZZ*PV*VN*7176
IT1*1223*0*LB*0**FS*891501E2XXXXXX*ZZ*PV*VN*7098
IT1*1224*30*LB*1.00**FS*891501E2XXXXXX*ZZ*PV*VN*7096
IT1*1225*0*LB*0**FS*891501E2XXXXXX*ZZ*PV*VN*7112
IT1*1226*0*LB*0**FS*891501E3XXXXXX*ZZ*PV*VN*7188
IT1*1227*0*LB*0**FS*891501E3XXXXXX*ZZ*PV*VN*7185
IT1*1228*0*LB*0**FS*891501E2XXXXXX*ZZ*PV*VN*7183
IT1*1229*0*LB*0**FS*891501E2XXXXXX*ZZ*PV*VN*7107
IT1*1230*33*LB*1.00**FS*891501E2XXXXXX*ZZ*PV*VN*7170
IT1*1231*0*LB*0**FS*891501E2XXXXXX*ZZ*PV*VN*7102
IT1*1232*0*LB*0**FS*891501E2XXXXXX*ZZ*PV*VN*7101
IT1*1233*0*CS*0**FS*891001E3XXXXXX*ZZ*PV*VN*9371
TDS*15216
CTT*22
SE*30*0001

Example of 864 Transaction and MSG Segment Layout

Data delimited with the pipe (|) symbol.

ST*864*000000001
BMG*00*INVENTORY REPORT
DTM*097*20110330*064640
N1*FR*COMPANY A*33*CAGEC
N1*TO**10*SC0500
MIT*001*INVENTORY REPORT
MSG*895001E098779|PV|123A|6|0|1|1|13.00|12.42|11.87|12.04|645|FT9455|1531413|080098099878787|Y|343
|R|156|TEST DESCRIPTION 890123456789012345|23.43|145|Y|A|CS|Y|61414187001121
MSG*894001E591135|PV|234B|2|108|324|17|10.50|9.87|8.88|9.01|78|FT9455|1481169|09800399333667|Y|265
|X|129|TEST DESCRIPTION 890123456789012345|263.87|4351|N|A|CS|N|64264441772555
MSG*894001E190210|PV|675C|151|50|0|22|12.75|12.34|11.99|12.10|193|FT9455|800078|009877668844|N|110
|X|98|TEST DESCRIPTION 890123456789012345|45.1|98325|N|I|CS|Y|621466552286
MSG*891501E297578|PV|189D|3|0|0|3|9.15|8.88|8.05|8.55|67|FT9455|820100|09006999605758505858|Y|65|R|
33 |TEST DESCRIPTION 890123456789012345|421.65|145|Y|A|CS|N|624472266451
SE*11*000000001

864 MSG Segment Format:

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#	Column Name	Column Length	DEFINITION	VALID ENTRIES
1	NSN	13	National Stock Number	Government Stock Number
2	Item Category	3	Type Category Code	Either PV, GFM or LMR
3	Distribution Fee Category	4	Vendor Internal Category	Vendor Internal Reference Number NTE 4 positions
4	Stock-On-Hand	10	Quantity of Item On-Hand	Numeric NTE 10 positions, No Commas
5	In-Transit	10	Quantity In-Transit	Numeric NTE 10 positions, No Commas
6	On-Order	10	Quantity On-Order	Numeric NTE 10 positions, No Commas
7	In-Demand	10	Quantity Demand	Numeric NTE 10 positions, No Commas
8	Item Unit Price	7	Item Unit Price	Numeric NTE 7 positions, No Commas
9	Product Price	7	Product Price of Item	Numeric NTE 7 positions, No Commas. Decimal explicit (must be sent)
10	Distributor Price	7	Distributor Unit Price of Item	Numeric NTE 7 positions, No Commas. Decimal explicit (must be sent)
11	Premium Distributor Price	7	Premium Distributor Unit Price of Item	Numeric NTE 7 positions, No Commas. Decimal explicit (must be sent)
12	Cases Filled	10	Number of Cases Filled this period	Numeric NTE 10 positions, No Commas
13	Inventory Location	6	Actual Location of Items (DODAAC)	Alpha/numeric data
14	Vendor Code	15	Vendor Internal Item Number	Alpha/numeric data NTE 15 positions
15	SKU Field	25	SKU Number	Alpha/numeric data NTE 25 positions
16	MLL	1	Master Load List	Alpha/numeric data NTE

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			Number	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|PV|123A|6|0|1|1|13.00|12.42|11.87|12.04|645|FT9455|1531413|080098099878787|Y|343|R|156|TEST DESCRIPTION
890123456789012345|23.43|145|Y|A|CS|Y|61414187001121

20110330|CAGEC|COMPANY A|894001E591135|PV|234B|2|108|324|17|10.50|9.87|8.88|9.01|78|FT9455|1481169|09800399333667|Y|265|X|129|TEST DESCRIPTION
893456789012345|263.87|4351|N|A|CS|N|64264441772555

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20110330| CAGEC| COMPANY

A|894001E190210|PV|675C|151|50|0|22|12.75|12.34|11.99|12.10|193|FT9455|800078|009877668844|N|110|X|9
8|TEST DESCRIPTION 890123456789012345|45.1|98325|N|I|CS|Y|621466552286

20110330| CAGEC| COMPANY

A|891501E297578|PV|189D|3|0|0|3|9.15|8.88|8.05|8.55|67|FT9455|820100|09006999605758505858|Y|65|R|33|
TEST DESCRIPTION890123456789012345|421.65|145|Y|A|CS|N|624472266451

Document Changes:

Version	Date	Purpose
1.0	4/2011	Initial Document
2.0	7/7/2011	Addition of columns 15, 16, 17, 18, 19
2.1	7/8/2011	Addition of column 20
2.2	9/13/2011	Addition of columns 21, 22, 23, 24
2.3	11/2/2011	Clarification of column 18, Hold Reason Code
2.4	08/01/2012	Addition of columns 25, 26, 27