

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE OF PAGES
 1 92

2. AMENDMENT/MODIFICATION NO. 0011 3. EFFECTIVE DATE _____ 4. REQUISITION/PURCHASE REQ. NO. _____ 5. PROJECT NO. (If applicable) N/A

6. ISSUED BY CODE SPM300 7. ADMINISTERED BY (If other than Item 6) CODE _____
 DLA TROOP SUPPORT
 700 ROBBINS AVENUE
 PHILADELPHIA, PA 19111
 LENDER WALKER FTAA/215-737-3867
 Same as Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) _____ (X) 9A. AMENDMENT OF SOLICITATION NO. SPM300-13-R-0066
 9B. DATED (SEE ITEM 11) April 30, 2013
 10A. MODIFICATION OF CONTRACT/ORDER NO. _____
 10B. DATED (SEE ITEM 13) _____
 CODE _____ FACILITY CODE _____

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If required) _____

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- (X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Subsistence Prime Vendor Support for Various customers in Louisiana/Mississippi

Subject solicitation is hereby amended as follows:

Also, see attachment

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) _____ 16A. NAME AND TITLE OF SIGNER (Type or print) Sean Gemmell, Contracting Officer
 15B. CONTRACTOR/OFFEROR _____ 15C. DATE SIGNED _____ 16B. UNITED STATES OF AMERICA BY _____ 16C. DATE SIGNED _____
 (Signature of person authorized to sign) (Signature of Contracting Officer)



Subsistence Total Ordering and Receipt Electronic System

(STORES)

EDI Implementation Guidelines

EDI Implementation Guidelines for Subsistence Prime Vendor (STORES)
Updated April, 2014

SECTION 1.0 GENERAL INFORMATION	2
1.1 DLA TROOP SUPPORT EDI CONTACTS.....	2
1.2 EDI TESTING PROCESS	3
1.3 EDI TRANSACTION SETS.....	4
SECTION 2.0 PRODUCTION PROCEDURES	4
2.1 TRANSMISSION SCHEDULES.....	4
2.2 PROBLEM RECOVERY.....	4
SECTION 3.0 EDI Guidelines	5
3.1 (832) CATALOG REQUIREMENTS.....	5
3.2 (850) PURCHASE ORDER REQUIREMENTS.....	27
3.3 (810) INVOICE REQUIREMENTS.....	35
3.4 (864) RATIONS TEXT MESSAGE REQUIREMENTS.....	42
3.5 (997) FUNCTIONAL ACKNOWLEDGEMENT REQUIREMENTS.....	43

Section 1.0 General Information

1.1 DLA Troop Support EDI Test Contacts

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

1.2 Electronic Data Interchange (EDI) – Testing Process

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

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

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

Catalog files are transmitted to STORES through an electronic mailbox at DLA Transaction Services. Some vendors choose to use a Third Party VAN (VAN) to manage their catalogs. VANs are companies that STORES EDI Implementation Guide 2.5

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 a purchase 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.

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 may 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 checking for purchase order numbers that may have inadvertently sent more than once.

The DLA Enterprise 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 EDI partners of DLA Troop Support interfacing with STORES

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

832 Catalog (Vendor to DLA Troop Support) – Modification (Data Requirement Version 4.01) (4010 version Preferred)

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

NOTE:

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

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

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

Points of contact for 832 EDI Testing are:

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

Guidelines for 832 – Catalog

<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

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

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

<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
	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

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

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
	REF03	SKU (Stock Keeping Unit) Definition: If the item is a SKU for a CONUS item then the Vendor SKU is used or Null; If the item is a OCONUS item then the Manufacturer SKU is used or Null. Value: CONUS - Vendor SKU or Null; OCONUS - Manufacturer SKU or Null	20 AN	O
	REF01	Mutually Defined Identifier Code Definition: This is a constant 'ZZ' which indicates that the value in REF02 is a mutually defined code between the Vendor and DLA. Value: ["ZZ"]	2 ID	M
	REF02	DLA Troop Support Unique Identifier Code 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. Value: ["DU"]	2 AN	M
	REF03	DLA Troop Support Unique Indicator 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 Value: [Either 'Y' or 'N']	1 AN	M
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

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

<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

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</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
	MEA03	Tin Weight Value Definition: The Tin Weight Value Value: [Tin Weight Value]	9,2 Decimal	C ¹

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

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
	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
	MEA02	<p>Glass Identifier Code</p> <p>Definition: The code identifying the broad category to which a measurement applies. If the packaging is Glass, a value of "ZZZ" is entered. (Total weight of glass packaging for item)</p> <p>Value: ["ZZZ"]</p>	3 ID	C ¹
	MEA03	<p>Glass Weight Value</p> <p>Definition: The Glass Weight Value</p> <p>Value: [Glass Weight Value]</p>	9,2 Decimal	C ¹

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
	MEA04	Glass Weight Unit of Measure Definition: The Glass Weight Unit of Measure Value: [Glass Weight Unit of Measure]	2 ID	C
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 Definition: The Unit of Measure Value: [Package Unit of Measure] Example: [OZ] – Ounce Catalog Item Example: 24 -12 <u>OZ</u> CN	2 AN	M
	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 <u>CN</u>	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

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>		<i>M/C/O</i>
	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		
	ITD04	Not Used		
	ITD05	Not Used		
	ITD06	Not Used		
	ITD07	Not Used		
	ITD08	Not Used		
	ITD09	Not Used		
	ITD10	Not Used		
	ITD11	Not Used		

Segment	Element	Definition and Value	Size	M/C/O
	ITD12	Brand Name Definition: A description field that allows for entry of an 2 position State code followed by a hyphen "-" and the items Brand Name. The 2 position State Code is NOT mandatory. The hyphen is only required when State Code is present. Value: [2 position State Code and Brand Name] Example [PA-KC Mushrooms]	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
	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

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
	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	C ⁴
	DTM02	MPA Purchase Date Definition: This field allows entry of the MPA Purchase Date (required for OCONUS MPA items) Value: [YYMMDD]	Date	C ⁴
SAC Service, Promotion, Allowance or Charge Information	SAC01	Allowance Identifier Code Definition: This element is an allowance indicator Value: ["A"]	1 ID	C ²
	SAC02	NAPA Allowance Identifier Code Definition: This allowance code of "C260" indicates a 'Discount – Incentive (NAPA) Value: ["C260"]	4 ID	C ²
	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

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

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

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

Segment	Element	Definition and Value	Size	M/C/O
	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
CTP Pricing Information	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

Segment	Element	Definition and Value	Size	M/C/O
	CTP03	Additional Freight Charge Price Definition: Additional Freight Charge fee for item being shipped /delivered Value: [Additional Freight Price]	0 Explicit Decimal 2 R	C ⁶
SE Transaction Set	SE01	Number of included segments Definition: The total number of elements included in a transaction set (including ST and SE elements) Value: [Number of included elements]	1-10 AN	M
Trailer	SE02	Transaction Set Control Number Definition: The identifying control number that must be unique within the transaction set functional group for a transaction set. *Note: This is the final element in the 832 transaction set.	4-9 AN	M

C¹ = Conditional: Element is required if catalog is used for Navy standard core menu. C² = Conditional: Item is required if allowance applies for this item
C³ = Conditional: Element is required if item is a Catch-weight item.
C⁴ = Conditional : Element is mandatory for OCONUS contracts, while optional for others.
C⁵ = Conditional: Element is mandatory for CONUS Fixed Unit Price type contracts, while optional for others. C⁶ = Conditional: Element is mandatory for CONUS Alaska contracts, while optional for others.

832 Example File:

```

ISA~00~      ~00~      ~ZZ~ABC      ~ZZ~S39017      ~120312~1234~U~
00200~000000593~0~P~^
GS~SC~ABC~S39017~120312~1234~587~X~003040
ST~832~100535
BCT~PC~SPM30010DXXXX
DTM~152~120312~1234
LIN~1~SW~892501E19XXXX~VP~100068~ZZ~C~ZZ~00
REF~ZZ~SO
REF~ZZ~FS~N
REF~ZZ~SK~01232
REF~ZZ~DU~N

```

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**

←Note: State was not provided

LDT~AU~329~DY

LDT~AF~2~DA

SAC~A~C260

SAC~A~C300

SAC~A~C310

SAC~C~C330~ZZ~ 14~11.49

CTP~~STA~243.66~~CS~SEL~1~1

CTP~~PRO~100.00

LIN~2~SW~891501E09XXXX~VP~100041~ZZ~C~ZZ~03

REF~ZZ~SO

REF~ZZ~FS~N

REF~ZZ~SK~53181

REF~ZZ~DU~N

PID~F~GEN~~~RAISINS, SDLS, NAT, US GRA, 144/1.5 OZ PG~~~Y

PO4~144~1.00~OZ~PG~~10.00~CS~100.00~CS

ITD~16~~~~~**DE-REGENT**

LDT~AU~546~DY

LDT~AF~2~DA

SAC~A~C260

SAC~A~C300

SAC~A~C310

SAC~C~C330~ZZ~ 14~11.49

CTP~~STA~10.00~~CS~SEL~1~1

CTP~~PRO~10.00

LIN~3~SW~892501E19XXXX~VP~181164~ZZ~C~ZZ~00

REF~ZZ~SO

REF~ZZ~FS~N

REF~ZZ~SK~65CLGF

REF~ZZ~DU~N

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~~~~~**NY-AMERICAN BOUNTY**

LDT~AU~728~DY

LDT~AF~2~DA

SAC~A~C260

SAC~A~C300

SAC~A~C310

SAC~C~C330~ZZ~ 22~12.63

CTP~~STA~10.00~~CS~SEL~6~1

CTP~~PRO~10.00

CTT~3

SE~54~100535

GE~I~587

IEA~1~00000593

3.2 850 Purchase Order Version 3040 (Customer to Vendor)

All STORES customer sites will use the 850 Purchase Order transaction set when ordering food. Multiple orders may be sent by customers to vendors at any time of the day.

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

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"]	2 A

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

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

Segment	Element	Definition / Value	Size
	N302	<p>Ship To Address-2</p> <p>Definition: This is the second line address of the ship to location to where the items will be shipped.</p> <p>Value: [Ship To Address-2]</p>	35 AN
N4 Geographic Location	N401	<p>Ship To City</p> <p>Definition: This is the City of the ship to location for the items that will be shipped.</p> <p>Value: [Ship To City]</p>	25 AN
	N402	<p>Ship To State</p> <p>Definition: This is the State of the ship to location for the items that will be shipped.</p> <p>Value: [Ship To State]</p>	2 AN
	N403	<p>Ship To Zip</p> <p>Definition: This is the Zip Code of the ship to location for the items that will be shipped.</p> <p>Value: [Ship To Zip]</p>	9 UI
PO1 Baseline Item	PO101	<p>Line Item Number</p> <p>Definition: This is the line item number for the item on the order. This is a sequential number for each new order.</p> <p>Value: [Line Item Number]</p>	4 UI
	PO102	<p>Quantity</p> <p>Definition: This is the quantity ordered for the item.</p> <p>Value: [Quantity]</p>	5 UI

Segment	Element	Definition / Value	Size
	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

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>	15 AN
	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

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

850 Example File:

```

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

```

N4*Philadelphia*
 PA*19111
 PO1*0086*88*LB*1.97**VP*11111*SW*891501E213585*ZZ*V03
 PID*F****APPLES, EATING, RED, SWT, FRESH, BU
 PO1*0087*88*LB*2.06**VP*2222*SW*891501E213586
 *ZZ*V04
 PID*F****APPLES, EATING, YELLOW, FRESH, BULK
 PO1*0088*81*LB*.8**VP*33333*SW*891501E213590*ZZ*V11
 PID*F****BANANAS, FRESH, BULK, BUY
 IN 1 LB I
 PO1*0089*108*LB*.83**VP*44444*SW*8915
 01E211702
 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*8915
 01E213252
 PID*F****GRAPES,FRESH,RED,GLOBE,BULK,US
 NO.
 PO1*0093*54*LB*.99**VP*88888*SW*891501E21360
 4*ZZ*V61
 PID*F****HONEYDEW MELONS, FRESH, BULK, US NO
 PO1*0094*28*LB*3.33**VP*99999*SW*891501E213605*ZZ*V66
 PID*F****KIWIFRUIT, FRESH, BULK, US GR NO. 1
 PO1*0095*72*LB*2.37**VP*12222*SW*891501E213607*ZZ*V69
 PID*F****LETTUCE, ICEBERG, FRESH, BULK, US N
 PO1*0096*11*LB*2.95**VP*21222*SW*891501E213614
 *ZZ*V87
 PID*F****ONIONS, GREEN, FRESH, US NO.
 1 GR,
 PO1*0097*88*LB*.67**VP*323333*SW*8915
 01E310466
 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*8915
 01E211782
 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*8915
 01E211785

PID*F****TOMATOES, FRESH, LARGE, US#1 OR
LOC
PO1*0103*18*CS*6.6**VP*888655*SW*891001E39162
6*ZZ*U95
PID*F****YOGURT, REG, VARIETY, CHL, ESL, FRU
PO1*0104*34*LB*1.14**VP*655555*SW*891501E213601
*ZZ*V54
PID*F****GRAPEFRUIT, FRESH, US NO. 1 GRADE,
PO1*0105*190*LB*1.21**VP*867567676*SW*891501E213615*ZZ*V89
PID*F****ORANGES, FRESH, ANY VARIETY EXCEPT
PO1*0106*44*LB*1.37**VP*32323111*SW*891501E213633
*ZZ*W39
PID*F****TANGERINES, FRESH, BULK, US NO. 1 G
CTT*21*2038.4
SE*51*000000001
GE*1*1161
IEA*1*000001161

3.3

810 INVOICE - VERSION 4010

This standard contains the format and establishes the data contents of the Invoice. The transaction set is used for customary and established business and industry practice relative to the billing for goods and services provided.

Points of contact for 810 Invoice Testing are:

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

Guidelines for 810 – Invoices

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
Transaction Set Header (ST)	ST01	Transaction Set Identifier Code 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 4010 Value: [YYYYMMDD] 4010 Example: [20140120]	8/8 - Date	M
	BIG02	Invoice Number Definition: Identifying number assigned by issuer Value: [Invoice Number]	1-22 AN	M
	BIG03	Not Used		

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
	BIG04	Contract Number 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
	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

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
	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 4010 Value: [YYYYMMDD]	8/8 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

<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

<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 Value: [Transaction Set Control Number]	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*12975
6*X*004010
ST*810*0001
BIG*20120301*281082**SPM300010DXXXX*6
42T**DI*ZZ N1*ST*HEYRATAN*10*WZZZZZ
REF*RQ*WYYYYY20430641
DTM*014*120301
IT1*1212*0*LB*0**FS*891501E2XXXXX*ZZ*PV*VN*7171
IT1*1213*0*LB*0**FS*891501E2XXXXX*ZZ*PV*VN*7115
IT1*1214*18*LB*1.00**FS*891501E2XXXXX*ZZ*PV*VN*7099
IT1*1215*20*LB*1.00**FS*891501E2XXXXX*ZZ*PV*VN*7186
IT1*1216*0*LB*0**FS*891501E2XXXXX*ZZ*PV*VN*7173
IT1*1217*0*LB*0**FS*891501E2XXXXX*ZZ*PV*VN*7109
IT1*1218*0*CS*0**FS*891001E2XXXXX*ZZ*PV*VN*1841
IT1*1219*0*CS*0**FS*891001E2XXXXX*ZZ*PV*VN*1840
IT1*1220*0*CS*0**FS*891001E2XXXXX*ZZ*PV*VN*18752
IT1*1221*40*LB*1.00**FS*891501E2XXXXX*ZZ*PV*VN*7172
IT1*1222*40*LB*1.00**FS*891501E2XXXXX*ZZ*PV*VN*7176
IT1*1223*0*LB*0**FS*891501E2XXXXX*ZZ*PV*VN*7098
IT1*1224*30*LB*1.00**FS*891501E2XXXXX*ZZ*PV*VN*7096
IT1*1225*0*LB*0**FS*891501E2XXXXX*ZZ*PV*VN*7112
IT1*1226*0*LB*0**FS*891501E3XXXXX*ZZ*PV*VN*7188
IT1*1227*0*LB*0**FS*891501E3XXXXX*ZZ*PV*VN*7185
IT1*1228*0*LB*0**FS*891501E2XXXXX*ZZ*PV*VN*7183
IT1*1229*0*LB*0**FS*891501E2XXXXX*ZZ*PV*VN*7107
IT1*1230*33*LB*1.00**FS*891501E2XXXXX*ZZ*PV*VN*7170
IT1*1231*0*LB*0**FS*891501E2XXXXX*ZZ*PV*VN*7102
IT1*1232*0*LB*0**FS*891501E2XXXXX*ZZ*PV*VN*7101
IT1*1233*0*CS*0**FS*891001E3XXXXX*ZZ*PV*VN*9371
TDS*15216
CTT*22
SE*30*0001

3.4 864 Text Message (Internal Process for Rations)

Segment	Element	Value / Definition	Size	M/C/O
T Transaction Set Header	ST01	Transaction Set Identifier Code Definition: This is the Transaction Set Identifier Code Value: ["864"]	3 AN	
	ST02	Not Used		
BMG Beginning Segment for text Message	BMG01	Original Message Definition: The "00" indicates that is the original message Value: ["00"]	2/2 AN	
MIT Message Identification	MIT01	Type of Message Definition: The "Rations Order" indicates the type of message. Value: [Rations Order]	4/9 AN	
MSG Message Text	MSG01	Milstrip Record Definition: This is the A0A Milstrip format record Value: [Milstrip Record] Number of	80 AN	
SE Transaction Set Trailer	SE01	Included Segments Definition: This segment will hold the Number of Included Segments. Value: [Number Of Included Segments] Transaction Set	1/10 N	
	SE02	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	

3.5 997 Functional Acknowledgement Version 3040 (Vendor to STORES)

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

997 Guidelines

Segment	Element	Value / Definition	Size	M/C/O
ST Transaction Set Header	ST01	Transaction Set Identifier Code Definition: This is the Transaction Set Identifier Code Value: ["997"]	3 N	M
	ST02	Transaction Set Control Number Definition: Transaction Set Control Number Value: [Transaction Set Control Number]	4/9 AN	M
AK1 Functional Group Response Header	AK101	Functional Identifier Code Definition: The Functional Identifier Code holds the code of the transaction being acknowledged. Example "PO" or "TX" Value: ["PO" or "TX"]	2/2 AN	M
	AK102	Group Control Number Definition: The Group Control Number holds the value of the group control number of the transaction being acknowledged. Value: [Group Control Number]	1/9 AN	M
AK2 Transaction Set Response Header	AK201	Transaction Set Identifier Code Definition: This is the Transaction Set Identifier Code and it hold the transactions set Id found in the ST segment in the transaction being acknowledged Value: [Transaction Set Identifier Code]	3/3 ID	M

Segment	Element	Value / Definition	Size	M/C/O
	AK202	Transaction Set Control Number Definition: This the Transaction Set Control Number and it holds the transaction set control number found in the ST segment in the transaction being acknowledged Value: [Transaction Set Control Number]	4/9 AN	M
AK5 Transaction Set Response Trailer	AK501	Transaction Set Acknowledgement Definition: This is the Transaction Set Acknowledgement Code and it should contain an "A" if transaction Accepted and "R" if it is Rejected. Value:[Transaction Set Acknowledgement]	1 A	M
AK9 Functional Group Response Trailer	AK901	Functional Group Acknowledge Code Definition: This is the Functional Group Acknowledge Code and it should contain the value of "A" if the transmitted functional group is accepted Value: [Functional Group Acknowledge Code]	1 A	M
	AK902	Number of Transaction Sets Included Definition: This segment will hold the Number of Transaction Sets Included Value: [Number Of Transaction Sets Included]	1 N	M
	AK903	Number of Received Transactions Sets Definition: This segment will hold the Number of Received Transactions Sets. Value: [Number Of Received Transactions Sets]	1 N	M
	AK904	Number of Accepted Transactions Sets Definition: This segment will hold the Number of Accepted Transactions Sets Value: [Number Of Accepted Transactions Sets]	1 N	M

TABLE OF CONTENTS

CONTRACTOR BASE ENTRY PASS PROCEDURES.....	3
CONTRACT CLAUSES	3
52.201-9001 – CONTRACTING OFFICER’S ORDERING REPRESENTATIVES UNDER THE CONTRACT (JAN 2013)	3
52.208-9 -- Contractor Use of Mandatory Sources of Supply or Services. (May 2014).....	4
52.212-1 -- Instructions to Offerors -- Commercial Items (Apr 2014)	4
52.212-4 -- Contract Terms and Conditions -- Commercial Items. (May 2014).....	9
ADDENDUM TO FAR 52.212-4 - Contract Terms and Conditions – Commercial Items	15
52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (May 2014).....	21
52.212-5 - Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (DEVIATION 2013-O0019) (SEP 2013)	26
52.216-9064 - 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 (APR 2014).....	28
52.246-9044 - SANITARY CONDITIONS (APR 2014)	33
252.209-7993- Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law—Fiscal Year 2014 Appropriations. (DEVIATION 2014-OO0009) (FEB 2014)	35
252.209-7994 - REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2014 APPROPRIATIONS (DEVIATION 2014-O0004) (OCTOBER 2013).....	36
252.225-7001 - BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (DEC 2012)	36
252.225-7012 - PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2013)	39
252.225-7021 -TRADE AGREEMENTS (OCT 2013).....	41
252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA—BASIC (APR 2014)	45

CONTRACTOR BASE ENTRY PASS PROCEDURES

Many bases currently require enrollment in RapidGate and will not allow entry without RapidGate clearance. During the contract 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 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 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 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 required enrollments and clearances for each of their drivers as soon as they receive notice of such a requirement.

CONTRACT CLAUSES

52.201-9001 – CONTRACTING OFFICER'S ORDERING REPRESENTATIVES UNDER THE CONTRACT (JAN 2013)

(a) Contracting officer's ordering representatives specifically designated for this contract are authorized to place delivery orders that are expressly within the terms and conditions of this contract (which for purposes of this clause includes ordering vehicles such as blanket purchase agreements and indefinite delivery purchase orders).

(b) Orders for items outside the express scope of the contract may only be ordered by the contracting officer's ordering representative if accompanied by a written determination by the DLA contracting officer that the items are within the scope of the contract. Further limitations on the authority of the contracting officer's ordering representative may be stated elsewhere in the contract or in the letter of designation.

(d) The following Government employees are designated contracting officer's ordering representatives under this contract:

Designated Contracting Officer's Ordering Representatives for Contract (Number)

Name	Title	Contact Information

52.203-3 – Gratuities (Apr 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative --

- (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
 - (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- (c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled --
- (1) To pursue the same remedies as in a breach of the contract; and
 - (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)
- (d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

52.208-9 -- Contractor Use of Mandatory Sources of Supply or Services. (May 2014)

- (a) Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from nonprofit agencies participating in the program operated by the Committee for Purchase from People Who Are Blind or Severely Disabled (the Committee) under 41 U.S.C. 8504. Additionally, certain of these supplies are available from the Defense Logistics Agency (DLA), the General Services Administration (GSA), or the Department of Veterans Affairs (VA). The Contractor shall obtain mandatory supplies or services to be provided for Government use under this contract from the specific sources indicated in the contract schedule.
- (b) The Contractor shall immediately notify the Contracting Officer if a mandatory source is unable to provide the supplies or services by the time required, or if the quality of supplies or services provided by the mandatory source is unsatisfactory. The Contractor shall not purchase the supplies or services from other sources until the Contracting Officer has notified the Contractor that the Committee or an AbilityOne central nonprofit agency has authorized purchase from other sources.
- (c) Price and delivery information for the mandatory supplies is available from the Contracting Officer for the supplies obtained through the DLA/GSA/VA distribution facilities. For mandatory supplies or services that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central nonprofit agency. Payments shall be made directly to the source making delivery. Points of contact for AbilityOne central nonprofit agencies are:

(1) National Industries for the Blind (NIB)
1310 Braddock Place
Alexandria, VA 22314-1691
(703) 310-0500; and

(2) NISH
8401 Old Courthouse Road
Vienna, VA 22182
(571) 226-4660.

52.212-1 -- Instructions to Offerors -- Commercial Items (Apr 2014)

- (a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its

authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section

Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925

Facsimile (202 619-8978).

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites--

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4 Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697/2197, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *System for Award Management.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

- (4) A summary of rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

52.212-4 -- Contract Terms and Conditions -- Commercial Items. (May 2014)

(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 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.

(g) *Invoice.*

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

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

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

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

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

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

(i) *Payment.*

- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—
 - (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (B) Affected contract number and delivery order number, if applicable;
 - (C) Affected contract line item or subline item, if applicable; and
 - (D) Contractor point of contact.
 - (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6) *Interest*.
 - (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.
 - (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (iii) *Final decisions*. The Contracting Officer will issue a final decision as required by 33.211 if—
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

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

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from

the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the SAM database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

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

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

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other

comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

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

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

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

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

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

Inspection and acceptance of products will be performed at destination. The Government's authorized receiving official for each customer is responsible for signing for and accepting products when they are delivered. In the absence of an applicable medical inspection authority, the final disposition decision to accept or reject product rests with the food service officer and/or the Government's authorized receiving official. However, when an applicable medical inspection authority is present, a decision to reject product rests with the medical authority under the following conditions:

- (1) Unsanitary conveyances – gross filth, pesticide spillages, mold, etc.
- (2) Improper temperatures of potentially hazardous foods.
- (3) Unapproved sources (those not previously assessed; passed their required response time; or those deemed an unacceptable risk).
- (4) Contamination (intentional or unintentional).
- (5) Unwholesomeness.
- (6) Off-condition or damaged.
- (7) Stored product pests (insect infestation, rodent or animal damage).
- (8) Food defense concerns

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

(c) Changes.

- (1) In addition to bilateral modifications the Contracting Officer, at his/her discretion, may unilaterally invoke any of the contingency options set forth in this contract.
- (2) The Contracting Officer may at any time, by unilateral written order, make changes within the general scope of this contract in any one or more of the following:
 - (i) method of shipment or packing;
 - (ii) place, manner, or time of delivery.

- (3) If such change causes an increase or decrease in the cost of, or time required for, performance for any part of the work under this contract, the Contracting Officer shall make equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (4) The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

3. Paragraph (g), *Invoice*, is revised to add the following:

- (3) Each delivery will be accompanied by the Contractor's delivery ticket/invoice. Three (3) copies (an original plus two) shall accompany the shipment. The customer shall sign all copies of the delivery ticket/invoice, keep one (1) copy and return original copy to the contractor. Any changes must be made on the face of the invoice; attachments are not acceptable.
- (4) All invoicing for payment is to be filed electronically using EDI transaction set 810 (See page 83 for Subsistence Total Order and Receipt Electronic System (STORES) EDI Information). 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. Electronic invoices should be filed promptly (i.e. once all credits and/or credit adjustments are made) and in any case, in fewer than 90 days after delivery.
- (5) 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.
- (6) The same invoice cannot be submitted with different dollar amounts.
- (7) For catch weight items, standard rounding methods must be observed, i.e. < 5: rounded down; = 5 or > 5: 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.
- (8) Unit prices and extended prices must be formatted not more than two (2) decimal places to the right of the decimal point. Subsistence Total Order and Receipt Electronic System (STORES) will not accommodate positions of 3 and above beyond the decimal point (see Attachment 10).
- (9) The following address must appear in the "Bill To" or "Payment Will Be Made By" block of the Contractor's invoice:

DFAS BVDP (SL4701)

P.O. Box 369031,

COLUMBUS, OH 43236-9031

- (10) Each invoice shall contain sufficient data for billing purposes. This includes, but is not limited to:
- Contract Number, Call or Delivery Order Number, and Purchase Order Number;
 - 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;
 - Total dollar value on each invoice (reflecting changes to the shipment, if applicable).
- (11) Contractors are required to use the Vendor Reconciliation Tool [see 4. (10) below] 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. In the event of an unresolved payment discrepancy, the contractor must present a signed delivery ticket/invoice.

4. Paragraph (i), *Payment*, is revised to add the following:

- (7) DFAS Columbus Center is the payment office for this acquisition.
- (8) All 810 electronic invoices must be submitted with accurate, sufficient, clean data before any payment can be made.
- (9) All offerors must have the ability to accept an 820 transaction set from its financial institution. DFAS Columbus will no longer forward a detailed summary of payment(s); this information will only be available from your bank.
- (10) Vendor 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 Business Systems Modernization (BMS) website <http://www.troopsupport.dla.mil/subs/recon1.pdf>. 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 on the BSM website 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.
- (11) The Government intends to make payments under the resultant contract by electronic funds transfer (EFT). Reference Clause 52.232-33, "Mandatory Information for Electronic Funds Transfer Payment" appearing in the section of this solicitation entitled "Contract Clauses." However, the election as to whether to make payment by check or electronic funds transfer is at the option of the Government.

5. Paragraph (m), *Termination for Cause*. Delete paragraph (m) in its entirety and substitute the following:

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

so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases.

The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of \$1350.00 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for cause following which the Government repurchases the terminated supplies or services together with any incidental or consequential damages incurred because of the termination. If it is determined that the Government improperly terminated this contract for cause, such termination shall be deemed a termination for convenience.

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

“In the event that a product recall is initiated by the Contractor, grower or manufacturer, the Contractor shall follow the procedures as outlined below:

(1) Immediately notify the following personnel:

- (i) Customers that have received the recalled product;
- (ii) DLA TROOP SUPPORT Contracting Officer;
- (iii) DLA TROOP SUPPORT Account Manager; and
- (iv) DLA TROOP SUPPORT Consumer Safety Officer at 215-737-3845

(2) Provide the following information to the DLA TROOP SUPPORT Consumer Safety Officer:

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

(3) The Contractor shall provide a Final Status Report of Recall, when completed, to the DLA TROOP SUPPORT Consumer Safety Officer.”

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

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

(10) The Vendor’s Non-Price Proposal

8. Paragraph (t), *Central Contractor Registration (CCR)*, add the following:

(5) Definitions.

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

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

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

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

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

“Registered in the CCR Database” means that—

- (a) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
- (b) The Contractor’s CAGE code is in the CCR database; and
- (c) The Government has validated all mandatory data fields to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service, and has marked the records “Active.” The Contractor will be required to provide consent for TIN validation to the Government as part of the CCR registration process.

9. Add: Paragraph (v), Contractor Performance Assessment Reporting System (CPARS):

(1) Background

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

(2) Obtaining a PKI certificate

- (i) Contractors who do not work at a Department of Defense facility may purchase a DoD PKI certificate from one of three External Certificate Authorities (ECAs). The ECAs are 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 <http://iase.disa.mil/pki/eca/certificate.html>. Each Contractor employee accessing CPARS will need an Identity Certificate (An Encryption Certificate is not required). Certificate prices range in from \$99 - \$115 per certificate per year, with volume discounts at some ECAs.

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

10. Add: Paragraph (w), PKI Certificate to access STORES:

(1) Background

- (i) Total Order & Receipt Electronic System (STORES) is the single approved DoD food ordering system. STORES uses Electronic Data Interchange (EDI) and web-enabled applications to pass catalogs, orders and receipts among Services, contractors and DLA Troop Support. STORES consists of electronic catalogs for all food items, and it is used to collect and manage a library of automated reports. The STORES applications are designed for UNCLASSIFIED use only. Classified information is not to be entered into these systems. In general, STORES interfaces with all service food management systems and is used by over 700 customers worldwide.
- (ii) Effective October 25, 2010, a Department Of Defense (DoD) Public Key Infrastructure (PKI) Certificate is required for all DoD users from an External Certificate Authority (ECA) accessing STORES. Currently, a DoD ECA/PKI Certificate will be required for all Contractor users accessing STORES. The requirement for PKI certificates is implemented in accordance with DoD security policy promoting secure electronic transactions. STORES information will not be allowed on a public website for information assurance reasons.

The DLA Troop Support Subsistence main Electronic Catalogs have been migrated/integrated into STORES for information assurance reasons.

(2) Obtaining a PKI certificate

- (i) Contractors who do not work at a Department of Defense facility may purchase a DoD PKI certificate from one of three External Certificate Authorities (ECAs). The ECAs are contractors who provide digital certificates to DoD's industry partners who are using their own equipment or working in non-government facilities.
- (ii) Each Contractor employee accessing STORES will need an Identity Certificate (An Encryption Certificate is not required). Certificate prices are various amounts 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. The DoD website for ECA enrollment: <http://iase.disa.mil/pki/eca/certificate.html>

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (May 2014)

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

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

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

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (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 (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

(6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (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 (Aug 2013) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

(10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

- (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- (13) [Reserved]
- (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
- (ii) Alternate I (Nov 2011).
- (iii) Alternate II (Nov 2011).
- (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (May 2014) (15 U.S.C. 637(d)(2) and (3)).
- (17) (i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637 (d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (iv) Alternate III (July 2010) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (23) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

- (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (32) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (34) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (36) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (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.)
- (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (39) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- (ii) Alternate I (Dec 2007) of 52.223-16.
- (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).
- (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

- (ii) Alternate I (May 2014) of 52.225-3.
- (iii) Alternate II (May 2014) of 52.225-3.
- (iv) Alternate III (May 2014) of 52.225-3.
- (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2303 Note).
- (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (50) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- (ii) Alternate I (Apr 2003) of 52.247-64.

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

[Contracting Officer check as appropriate.]

- (1) 52.222-41, Service Contract Labor Standards (May 2014) (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) (May 2014) (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) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

___ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

___ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

(e)

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

(i) 52.203-13, *Contractor Code of Business Ethics and Conduct* (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, *Utilization of Small Business Concerns* (May 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small

business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
- (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (viii) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

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

- (x) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xi) 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)
- (xii) 52.222-54, Employment Eligibility Verification (Aug 2013).
- (xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

52.212-5 - Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (DEVIATION 2013-O0019) (SEP 2013)

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

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

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

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

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. Chapter 67).

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

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

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. Chapter 67).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. Chapter 67).

(xii) 52.222-54, Employment Eligibility Verification (E.O. 12989) (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) 42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

X Alternate I (2013-O0019) (SEP 2013). As prescribed in 12.301(b) (4), delete paragraph (a) from the basic clause, redesignate paragraph (b) (1) as paragraph (a), and redesignate paragraphs (b) (1) (i) through (b) (1) (xiv) as paragraphs (a) (1) through (a) (14) and redesignate paragraph (b)(2) as paragraph (b).

52.216-19 – ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than \$50.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$31,250,000.00;

(2) Any order for a combination of items in excess of \$187,500,000.00; or

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

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

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

52.216-9064 - 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 (APR 2014)

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

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

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

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

(1) "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.

(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.

(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 pick-ups, 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 solicitation), 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 ET, standard or daylight as applicable).

(c) Price adjustments.

(1) General.

(i) All Contract unit prices shall be fixed and remain unchanged until changed pursuant to this clause or other applicable provision of the contract. Only the delivered price component of the Contract unit price is subject to adjustment under this clause. 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 clause and in effect when an order is placed shall remain in effect for that order through delivery. DLA Troop Support will be charged the Contract unit price in effect at the time of each order regardless of any changes in the unit price occurring in any subsequent ordering 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 [buyer fill in time] Eastern Time on [buyer fill in day], 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 clause shall not be posted until the Contracting Officer specifically authorizes the posting. If the Contracting Officer does not notify the Contractor by close of business Eastern Time each [buyer fill in day] 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 clause, 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.

(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 Eastern Time on [buyer fill in day]. 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 clause, 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 clause 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 clause) 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 clause during the contract period inclusive of any option period(s) shall not exceed [buyer fill in percentage] percent (%) for all items except fresh fruits and vegetables (FF&V) and [buyer fill in percentage] percent (%) 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 clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. In the event the latest actual market price for an item would result in a contract unit price that will exceed the allowable ceiling price under the contract, then the Contractor shall immediately notify the Contracting Officer in writing or via its EDI 832 price change request and separate email no later than the time specified in paragraph (c)(1)(iii) above. With either such notification the Contractor shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.

(2) If an actual increase in the 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 clause.

(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 clause. 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 clause.

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

52.246-9044 - SANITARY CONDITIONS (APR 2014)

(a) Food establishments.

(1) All establishments and distributors furnishing subsistence items under DLA Troop Support contracts are subject to sanitation approval and surveillance as deemed appropriate by the Military Medical Service or by other Federal agencies recognized by the Military Medical Service. The Government does not intend to make any award for, nor accept, any subsistence products manufactured, processed, or stored in a facility which fails to maintain acceptable levels of food safety and food defense, is operating under such unsanitary conditions as may lead to product contamination or adulteration constituting a health hazard, or which has not been listed in an appropriate Government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the U.S. Army Public Health Command (USAPHC) Circular 40-1, Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement, (Worldwide Directory) (available at:

<http://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDAApprovedFoodSources.aspx>). Compliance with the current edition of DoD Military Standard 3006A, Sanitation Requirements for Food Establishments, is mandatory for listing of establishments in the Worldwide Directory. Suppliers also agree to inform the Contracting Officer immediately upon notification that a facility is no longer sanitarily approved and/or removed from the Worldwide Directory and/or other Federal agency's listing, as indicated in paragraph (2) below. Suppliers also agree to inform the Contracting Officer when sanitary approval is regained and listing is reinstated.

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

(i) Meat and meat products and poultry and poultry products may be supplied from establishments which are currently listed in the "Meat, Poultry and Egg Inspection Directory," published by the United States Department of Agriculture, Food Safety and Inspection Service (USDA, FSIS), at <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 cubed cheddar but not cubed mozzarella). Plants listed in Section II and denoted as "P" codes (packaging and processing) must be Worldwide Directory listed.

(viii) Oysters, clams and mussels from plants listed in the "Interstate Certified Shellfish Shippers Lists" (ICSSL), published by the USDHHS, FDA at <http://www.fda.gov/food/guidanceregulation/federalstatefoodprograms/ucm2006753.htm>.

(3) Establishments exempt from Worldwide Directory listing. Refer to AR 40-657/NAVSUPINST 4355.4H/MCO P1010.31H, Veterinary/Medical Food Safety, Quality Assurance, and Laboratory Service, for a list of establishment types that may be exempt from Worldwide Directory listing. (AR 40-657 is available from National Technical Information Service, 5301 Shawnee Road, Alexandria, VA 22312 ; 1-888-584-8332 ; or download from web site: http://www.apd.army.mil/pdf/files/r40_657.pdf) For the most current listing of exempt plants/products, see the Worldwide Directory (available at: <http://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDAApprovedFoodSources.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.

252.209-7993- Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law—Fiscal Year 2014 Appropriations. (DEVIATION 2014-OO0009) (FEB 2014)

(a) In accordance with sections 8113 and 8114 of the Department of Defense Appropriations Act, 2014, and sections 414 and 415 of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2014 (Public Law 113-76, Divisions C and J), none of the funds made available by those divisions (including Military Construction funds) may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) If it is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

252.209-7994 - REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2014 APPROPRIATIONS (DEVIATION 2014-00004) (OCTOBER 2013)

(a) In accordance with section 101(a) of Division A of the Continuing Appropriations Act, 2014 (Pub. L. 113-46), none of the funds made available by that Act for DoD (including Military Construction funds) may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>.

252.225-7001 - BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (DEC 2012)

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

“Commercially available off-the-shelf (COTS) item”—

(i) Means any item of supply (including construction material) that is—

(A) A commercial item (as defined in paragraph (1) of the definition of “commercial item” in section 2.101 of the Federal Acquisition Regulation);

(B) Sold in substantial quantities in the commercial marketplace; and

(C) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(ii) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into an end product.

“Domestic end product” means—

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if—

(A) The cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that—

(1) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(2) It is inconsistent with the public interest to apply the restrictions of the Buy American statute; or

(B) The end product is a COTS item.

“End product” means those articles, materials, and supplies to be acquired under this contract for public use.

“Foreign end product” means an end product other than a domestic end product.

“Qualifying country” means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia

Austria

Belgium

Canada

Czech Republic

Denmark

Egypt

Finland

France
Germany
Greece
Israel
Italy
Luxembourg
Netherlands
Norway
Poland
Portugal
Spain
Sweden
Switzerland
Turkey
United Kingdom of Great Britain and Northern Ireland.

“Qualifying country component” means a component mined, produced, or manufactured in a qualifying country.

“Qualifying country end product” means—

- (i) An unmanufactured end product mined or produced in a qualifying country; or
- (ii) An end product manufactured in a qualifying country if—

(A) The cost of the following types of components exceeds 50 percent of the cost of all its components:

- (1) Components mined, produced, or manufactured in a qualifying country.
- (2) Components mined, produced, or manufactured in the United States.

(3) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(B) The end product is a COTS item.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) This clause implements 41 U.S.C chapter 83, Buy American. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for an end product that is a COTS item (see section 12.505(a)(1) of the Federal Acquisition Regulation). Unless otherwise specified, this clause applies to all line items in the contract.

(c) The Contractor shall deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American—Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product, the Contractor shall deliver a qualifying country end product or, at the Contractor's option, a domestic end product.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry

252.225-7012 - PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2013)

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

“Component” means any item supplied to the Government as part of an end product or of another component.

“End product” means supplies delivered under a line item of this contract.

“Qualifying country” means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia

Austria

Belgium

Canada

Czech Republic

Denmark

Egypt

Finland

France

Germany

Greece

Israel

Italy

Luxembourg

Netherlands

Norway

Poland

Portugal

Spain

Sweden

Switzerland

Turkey

United Kingdom of Great Britain and Northern Ireland.

“Structural component of a tent”—

- (i) Means a component that contributes to the form and stability of the tent (e.g., poles, frames, flooring, guy ropes, pegs);
- (ii) Does not include equipment such as heating, cooling, or lighting.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag vessel” means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Food.

(2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.

(3)(i) Tents and structural components of tents;

(ii) Tarpaulins; or

(iii) Covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply—

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool—

(i) Is not more than 10 percent of the total price of the end product; and

(ii) Does not exceed the simplified acquisition threshold in FAR Part 2;

(3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;

(4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;

(5) To chemical warfare protective clothing produced in a qualifying country; or

(6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if—

(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include—

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and continuous filament para-aramid yarns manufactured in a qualifying country.

(d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract—

(i) Shall be taken from the sea by U.S.-flag vessels; or

(ii) If not taken from the sea, shall be obtained from fishing within the United States; and

(2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.

252.225-7021 -TRADE AGREEMENTS (OCT 2013)

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

“Caribbean Basin country end product”—

(i) Means an article that—

(A) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(B) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself; and

(ii) Excludes products, other than petroleum and any product derived from petroleum, that are not granted duty-free treatment under the Caribbean Basin Economic Recovery Act (19 U.S.C. 2703(b)). These exclusions presently consist of—

(A) Textiles, apparel articles, footwear, handbags, luggage, flat goods, work gloves, leather wearing apparel, and handloomed, handmade, or folklore articles that are not granted duty-free status in the Harmonized Tariff Schedule of the United States (HTSUS);

(B) Tuna, prepared or preserved in any manner in airtight containers; and

(C) Watches and watch parts (including cases, bracelets, and straps) of whatever type, including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the HTSUS column 2 rates of duty (HTSUS General Note 3(b)) apply.

“Commercially available off-the-shelf (COTS) item”—

(i) Means any item of supply (including construction material) that is—

(A) A commercial item (as defined in paragraph (1) of the definition of “commercial item” in section 2.101 of the Federal Acquisition Regulation);

(B) Sold in substantial quantities in the commercial marketplace; and

(C) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(ii) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into an end product.

“Designated country” means—

(i) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as “the Separate Customs Territory of Taiwan, Penghu, Kinmen, and Matsu” (Chinese Taipei)), or the United Kingdom);

(ii) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Panama, Peru, or Singapore);

(iii) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(iv) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

“Designated country end product” means a WTO GPA country end product, a Free Trade Agreement country end product, a least developed country end product, or a Caribbean Basin country end product.

“End product” means those articles, materials, and supplies to be acquired under this contract for public use.

“Free Trade Agreement country end product” means an article that—

(i) Is wholly the growth, product, or manufacture of a Free Trade Agreement country; or

(ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Free Trade Agreement country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

“Least developed country end product” means an article that—

(i) Is wholly the growth, product, or manufacture of a least developed country; or

(ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

“Nondesignated country end product” means any end product that is not a U.S.-made end product or a designated country end product.

“Qualifying country” means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia

Austria

Belgium

Canada

Czech Republic

Denmark

Egypt
Finland
France
Germany
Greece
Israel
Italy
Luxembourg
Netherlands
Norway
Poland
Portugal
Spain
Sweden
Switzerland
Turkey
United Kingdom of Great Britain and Northern Ireland.

“Qualifying country end product” means—

- (i) An unmanufactured end product mined or produced in a qualifying country; or
- (ii) An end product manufactured in a qualifying country if—

(A) The cost of the following types of components exceeds 50 percent of the cost of all its components:

- (1) Components mined, produced, or manufactured in a qualifying country.
- (2) Components mined, produced, or manufactured in the United States.

(3) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(B) The end product is a COTS item.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-made end product” means an article that—

- (i) Is mined, produced, or manufactured in the United States; or

(ii) Is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

“WTO GPA country end product” means an article that—

(i) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

(b) Unless otherwise specified, this clause applies to all items in the Schedule.

(c) The Contractor shall deliver under this contract only U.S.-made, qualifying country, or designated country end products unless—

(1) In its offer, the Contractor specified delivery of other nondesignated country end products in the Trade Agreements Certificate provision of the solicitation; and

(2)(i) Offers of U.S.-made, qualifying country, or designated country end products from responsive, responsible offerors are either not received or are insufficient to fill the Government's requirements; or

(ii) A national interest waiver has been granted.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(e) The HTSUS is available on the Internet at <http://www.usitc.gov/tata/hts/bychapter/index.htm>. The following sections of the HTSUS provide information regarding duty-free status of articles specified in paragraph (a)(2)(ii)(A) of this clause:

(1) General Note 3(c), Products Eligible for Special Tariff Treatment.

(2) General Note 17, Products of Countries Designated as Beneficiary Countries Under the United States—Caribbean Basin Trade Partnership Act of 2000.

(3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note 7(b).

(4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits Under the United States—Caribbean Basin Trade Partnership Act.

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA—BASIC (APR 2014)

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

“Components” means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

“Department of Defense” (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

“Foreign-flag vessel” means any vessel that is not a U.S.-flag vessel.

“Ocean transportation” means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

"Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

"Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

"U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if—

(i) This contract is a construction contract; or

(ii) The supplies being transported are—

(A) Noncommercial items; or

(B) Commercial items that—

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that—

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum—

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of steamship company.

(f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief—

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all foreign-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	ITEM DESCRIPTION	CONTRACT LINE ITEM	QUANTITY
TOTAL			

(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts, for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.