

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30			1. REQUISITION NUMBER		PAGE 1 OF		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER SPM300-08-R-0061		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Linda L. Ford			b. TELEPHONE NUMBER (No collect calls) (215) 737-7804		
9. ISSUED BY DEFENSE SUPPLY CENTER PHILADELPHIA (DSCP) DIRECTORATE OF SUBSISTENCE, BLDG #6 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5092 POC: Linda L. Ford/DSCP-FTAE/215-737-7804		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS 8(A) SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING N/A 14. THIS ACQUISITION IS <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. DISCOUNT TERMS	
15. DELIVER TO SEE SCHEDULE		16. ADMINISTERED BY SAME AS BLOCK 9					
17a. CONTRACTOR/OFFEROR		18a. PAYMENT WILL BE MADE BY		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	
		ACQUISITION FOR FULL LINE FOOD AND NON-FOOD DISTRIBUTION FOR AUTHORIZED CUSTOMERS IN THE MIDDLE EAST ZONES AS IDENTIFIED HEREIN.					
		(Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1 (ONE)</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED		
			Linda L. Ford				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED		32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE	32c. DATE SIGNED	33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
				42a. RECEIVED BY (Print)		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE SIGNED	42b. RECEIVED AT (Location)		40. PAID BY	
				42c. DATE REC'D (YY/MM/DD)			

PerFORM (DLA)

STANDARD FORM 1449 (EG) (10-95)
Prescribed by GSA FAR (48 CFR) 53.212

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SF1449 - CONTINUATION SHEET

ADMIN DATA/DELIVERY SCHEDULE
CONTINUATION OF THE BLOCKS ON PAGE 1 (SF 1449)

BLOCK 8 (continued):

OFFER DUE DATE/LOCAL TIME:

June 30, 2008, 4:00 P.M. PHILADELPHIA TIME

BLOCK 9 (continued):

All offers/modifications/withdrawals must be plainly marked on the **OUTERMOST ENVELOPE** with the solicitation number, closing date, and time set for the receipt of offers.

Send **MAILED OFFER** to:

DEFENSE LOGISTICS AGENCY
DEFENSE SUPPLY CENTER PHILADELPHIA
POST OFFICE BOX 56667
PHILADELPHIA, PA 19111-6667

Deliver **HANDCARRIED OFFER**, including delivery by commercial carrier, to:

DEFENSE SUPPLY CENTER PHILADELPHIA
BUSINESS OPPORTUNITIES OFFICE
BLDG. 36, SECOND FLOOR
700 ROBBINS AVENUE
PHILADELPHIA, PA 19111-5092

All hand carried offers are to be delivered to the Business Opportunities Office between 8:00 AM and 5:00 PM, Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103.

Offerors that respond to this solicitation using a commercial carrier service must ensure that the commercial carrier service "hand carries" the package to the Business Opportunities Office prior to the scheduled closing time.

Transmit facsimile revisions of offers to: 215-737-9300, 9301, 9302, OR 9303.

NOTE: FACSIMILE OFFERS ARE NOT ACCEPTABLE FOR INITIAL OFFER.

BLOCK 17A. (Continued):

OFFERORS: SPECIFY CAGE CODE: _____
FAX NUMBER (S): _____
E-MAIL ADDRESS: _____
COMPANY POC: _____
PHONE #: _____

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BLOCK 17B. (CONTINUED)

REMITTANCE WILL BE MADE TO THE ADDRESS THAT THE VENDOR HAS LISTED IN THE CENTRAL CONTRACT REGISTER (CCR).

Offeror's assigned DUNS Number: _____

AUTHORIZED NEGOTIATORS:

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposal. Please list names, titles, telephone numbers and facsimile (FAX) numbers for each authorized negotiator.

BLOCKS 19-24 (CONTINUED): SEE SCHEDULE OF ITEMS

CAUTION NOTICE

NOTICE TO DLA SUPPLIERS

The Government reserves the right to cancel this solicitation. If this should occur, the Government will not be liable for any solicitation preparation costs that vendors may incur.

This solicitation involves support of customers who are currently within war zones. The zones to be supported under this solicitation have been designated as contingency operations in accordance with the definition at FAR 2.101. Offerors are advised to consult with the U.S. Department of State (www.travel.state.gov) for the latest information on the political and security conditions in the solicited zones.

The Category/Distribution List and the Schedule of Items, Attachments 1 thru 5 will only be provided by DSCP upon request (e-mail request is preferred). See below e-mail contact information. Cost or Price Proposals are required to be submitted using attachments 1 thru 5, which are in the Microsoft Excel Spreadsheet format. Offerors are required to submit the spreadsheet on CD as well as a printed hard copy. Any proposal which does not include a printed hard copy as well as a copy on CD may result in the rejection of the entire proposal.

**DSCP Points of Contact:
Ginny.Barnwell@dla.mil
Timothy.Dlugokecki@dla.mil
Linda.Ford@dla.mil**

Note: Any firm that made a request for the draft solicitation SPM300-08-R-0009 attachments 1 thru 6 should automatically receive the attachments 1 thru 5 for this solicitation SPM300-08-R-0061 within 24 hours of the issue date. If you do not receive attachments 1 thru 5 within 24 hours of the issue date, please submit a request as instructed above.

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*****PRE-PROPOSAL CONFERENCE*******SOLICITATION NUMBER SPM300-08-R-0061**

DEFENSE SUPPLY CENTER PHILADELPHIA WILL CONDUCT A PRE-PROPOSAL CONFERENCE TO FURTHER CLARIFY AND DISCUSS THE REQUIREMENTS OF THIS SOLICITATION. ATTENDANCE IS STRONGLY SUGGESTED.

IF YOU PLAN TO ATTEND, PLEASE SEND A FAX or E-MAIL WITH THE FOLLOWING INFORMATION:

NAME OF FIRM
NAME AND TITLE OF REPRESENTATIVE ATTENDING
ADDRESS OF FIRM
PHONE AND FAX NUMBER
SIZE OF BUSINESS

ANY VENDOR WISHING TO SUBMIT QUESTIONS OR TOPICS TO BE ADDRESSED AT THE CONFERENCE MAY DO SO, AS LONG AS THE QUESTIONS/TOPICS ARE RECEIVED NO LESS THAN FIVE (5) BUSINESS DAYS PRIOR TO THE DATE AND TIME SPECIFIED FOR THE CONFERENCE.

THIS INFORMATION MAY BE FAXED TO TIM DLUGOKECKI AND LINDA FORD AT 215-737-2161 OR SENT VIA EMAIL TO TIMOTHY.DLUGOKECKI@DLA.MIL AND LINDA.FORD@DLA.MIL

CONFERENCE LOCATION: Philadelphia Hilton Airport, Independence Ballroom AB, 4509 Island Avenue, Philadelphia, PA 19153

CONFERENCE DATE: 14 May 2008

CONFERENCE TIME: 8:30 A.M.

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CAUTION NOTICE

????

DID YOU REMEMBER TO:

????

Number	Reminder	Check
1	Request attachments 1 thru 5 from the Contracting Officer, as indicated below and use the provided spreadsheets for submission of your pricing information?	
2	Mark your calendar with the date scheduled for the Pre-proposal Conference at the Philadelphia Hilton Airport.	
3	Fill in and sign SF1449 as required?	
4	Sign and return any/all amendments?	
5	Return one (1) completed copy of the solicitation?	
6	Prepare and return 6 copies of the Technical Proposal and 2 copies of the Cost or Price Proposal?	
7	Submit the Cost or Price Proposal on the formatted spreadsheets (attachments 1-5) in accordance with the instructions in the solicitation and submit hard copies as well as a copy on CD?	
8	Submit manufacturer invoices or quotes for every item listed in the Schedule of Items? The invoice or quote that you submit must be dated within thirty days prior to the solicitation issue date. Refer to solicitation for actual requirements.	
9	Submit a list of CONUS and OCONUS "Distribution Points" or "Places of Performance" that will directly support the proposed customers? Warehouses functioning as backups should be designated as such.	
10	Check your math for accuracy on your Cost or Price Proposal?	
11	Submit your best offer?	
12	Submit a Subcontracting Plan if your firm is a large domestic business?	

Please contact Contract Specialist Ginny Barnwell or Contracting Officers Timothy Dlugokecki or Linda Ford in order to receive an electronic copy of the category/distribution list and schedule of items, attachments 1 thru 5. The schedule of items format will be Microsoft Excel Spreadsheet. As stated in note 7 above, please provide a printed hard copy of the Price Proposal as well as a copy on CD in the provided format. Any proposal which does not include a printed hard copy as well as a copy on CD may result in the rejection of the entire proposal

Contract Specialist

Ginny Barnwell

215-737-2977

Ginny.Barnwell@dla.milContracting Officer

Timothy Dlugokecki

215-737-4671

Timothy.Dlugokecki@dla.milContracting Officer

Linda L. Ford

215-737-7804

Linda.Ford@dla.mil

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**FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS
(FEB 2007)**

(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. 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. 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.

(b) *Assignment.*

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

(c) *Changes.*

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

(d) *Disputes.*

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). 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--

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FAR 52.212-4 (continued)

(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-Central Contractor Registration; or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), 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 Office of Management and Budget (OMB) 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 immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

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FAR 52.212-4 (continued)(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. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-

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FAR 52.212-4 (continued)

58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 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, and Compliance with Laws Unique to Government Contracts 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 33; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *Central Contractor Registration (CCR).*

(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 CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR 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 CCR database to ensure it is current, accurate and complete. Updating information in the CCR 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 FAR 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 CCR database; (B) comply with the requirements of Subpart 42.12; and (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 CCR 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 CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR 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 the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

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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 authorized receiving official for each customer is responsible for signing for and accepting products when they are delivered. The final disposition decision rests with the food service officer and/or the authorized receiving official.”

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

(c) Changes.

(1) 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 anytime, by unilateral written order, make changes within the general scope of this contract in any one or more of the following:

- (i) method of shipment or packing;
- (ii) place, manner, or time of delivery.

(3) If such change causes an increase or decrease in the cost of, or time required for, performance for any part of the work under this contract, the Contracting Officer shall make equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(4) The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(5) Failure to agree to any adjustment shall be a dispute under the Disputes Clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract.”

3. Paragraph (i), Payment, (2) Prompt Payment is revised to add the following:

For orders placed by customers in Iraq and valued under \$500,000, fast pay procedures will apply. See FAR 52.213-1, Fast Payment Procedure, DLAD 52.213-9001, Application of Fast Payment to Part 12 Acquisitions, and DLAD 52.213-9009, Fast Payment Procedure, located elsewhere in this addendum. All other orders will be paid using Prompt Payment procedures.

4. 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

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Addendum to FAR 52.212-4 (continued)4. Paragraph (m) Termination for Cause (continued)

\$1155.00 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 default, such termination shall be deemed a termination for convenience.

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

“In the event that a product recall is initiated by the Prime Vendor, supplier or manufacturer, the Prime Vendor should following the procedures as outlined below:

- (1) Immediately notify the following personnel:
 - (i) Customers that have received the recalled product
 - (ii) DSCP Contracting Officer, Timothy Dlugokecki at 215-737-7320
 - (iii) DSCP Contracting Officer, Linda L. Ford at 215-737-7804
 - (iii) DSCP Account Manager, Joanie Hewes at 215-737-4470
 - (iv) DSCP Consumer Safety Officer at 215-737-3845
- (2) Provide the following information to the DSCP Consumer Safety Officer:
 - (i) Reason for recall
 - (ii) Level of recall, i.e. Type I, II or III
 - (iii) Description of product, including specific manufacturer’s lot numbers
 - (iv) Amount of product
 - (v) List of customers that have received product
 - (vi) Name and phone number of responsible person (Recall Coordinator)
- (3) The Prime Vendor should provide a Final Status Report of Recall, when completed, to the DSCP Consumer Safety Officer.”

6. 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 numbers, into the CCR database;

(b) The Contractor’s CAGE code is in the CCR database; and

PRIME VENDOR KUWAIT/IRAQ/JORDAN

Addendum to FAR 52.212-4 (continued)**6. Paragraph (t) CCR (continued)**

(c) The Government has validated all mandatory data fields and has marked the records “Active”.

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (Feb 1998)

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

<http://www.dla.mil/j-3/j-336/icps.htm> *OR*

<http://www.dla.mil/j-3/j-336/logisticspolicy/procurementlinks2.htm>

FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (Apr 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

The following additional clauses are incorporated by REFERENCE:

<u>CLAUSE NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
FAR 52.204-7	Central Contractor Registration	JUL 2006
FAR 52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
FAR 52.208-9	Contractor Use of Mandatory Sources of Supplies or Services	JUN 2006
FAR 52.211-5	Material Requirements	AUG 2000
FAR 52.213-1	Fast Payment Procedures (Applies only to orders under \$500,000 for Iraq)	MAY 2006
FAR 52.219-16	Liquidated Damages – Subcontracting Plan	JAN 1999
FAR 52.222-29	Notification of Visa Denial	JUN 2003
FAR 52.229-6	Taxes-Foreign Fixed-Price Contracts	JUN 2003
FAR 52.232-17	Interest	JUNE 1996
FAR 52.242-13	Bankruptcy	JULY 1995
FAR 52.242-15	Stop-Work Order	AUG 1989
FAR 52.247-34	F.O.B. Destination	NOV 1991

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Addendum to FAR 52.212-4 (continued)**FAR 52.252-6 (b) continued**

FAR 52.251-1	Government Supply Sources	APR 1984
DFARS 252.201-7000	Contracting Officer's Representative	DEC 1991
DFARS 252.204-7003	Control of Government Personnel Work Product	APR 1992
DFARS 252.204-7004	Alternate A, Central Contractor Registration	SEP 2007
DFARS 252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country	DEC 2006
DFARS 252.225-7002	Qualifying Country Sources as Subcontractors	APR 2003
DFARS 252.225-7005	Identification of Expenditures in the United States	JUN 2005
DFARS 252.225-7041	Correspondence in English	JUN 1997
DFARS 252.225-7042	Authorization to Perform	APR 2003
DFARS 252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
DFARS 252.229-7001	Tax Relief	JUN 1997
DFARS 252.232-7010	Levies on Contract Payments	DEC 2006
DFARS 252.233-7001	Choice of Law (Overseas)	JUN 1997
DLAD 52.211-9010	Shipping Documentation – MIL – STD – 129P	MAY 2006
DLAD 52.212-9001	Application of Fast Payment to Part 12 Acquisition (Applies only to orders under \$500,000 for Iraq)	AUG 2005
DLAD 52.213-9009	Fast Payment Procedure (Applies only to orders under \$500,000 for Iraq)	AUG 2005
DLAD 52.247.9012	Requirements for treatment of wood packaging material (WPM)	FEB 2007
DLAD 252.251-7000	Ordering From Government Supply Sources	NOV 2004

The following additional clauses are incorporated in full text:

FAR 52.209-6 – PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (Sep 2006)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$30,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$30,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

PRIME VENDOR KUWAIT/IRAQ/JORDAN**Addendum to FAR 52.212-4 (continued)****FAR 52.209-6 (c) continued**

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

FAR 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of first order through two (2) years thereafter.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

FAR 52.216-19 – ORDER LIMITATIONS.(Oct 1995)

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

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

- (1) Any order for a single item in excess of N/A [insert dollar figure or quantity];
- (2) Any order for a combination of items in excess of N/A [insert dollar figure or quantity]; or
- (3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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Addendum to FAR 52.212-4 (continued)**FAR 52.216-19 continued**

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

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

FAR 52.216-22 – INDEFINITE QUANTITY.(Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days [insert date].

DFARS 252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES. (MAR 2008)

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

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

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

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

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Addendum to FAR 52.212-4 (continued)**DFARS 252.225-7040 continued**(b) *General.*

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

- (i) Contingency operations;
- (ii) Humanitarian or peacekeeping operations; or
- (iii) Other military operations or military exercises, when designated by the Combatant

Commander.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in their contract or with their job description and terms of employment.

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

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.*

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

- (A) The Contractor cannot obtain effective security services;
- (B) Effective security services are unavailable at a reasonable cost; or
- (C) Threat conditions necessitate security through military means.

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Addendum to FAR 52.212-4 (continued)DFARS 252.225-7040 continued

(ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.

(iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the designated operational area are authorized to receive resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(4) Contractor personnel must have a letter of authorization issued by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals. However, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Pre-deployment requirements.*

(1) The Contractor shall ensure that the following requirements are met prior to deploying personnel in support of U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

Addendum to FAR 52.212-4 (continued)DFARS 252.225-7040 continued

- (i) All required security and background checks are complete and acceptable.
 - (ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.
 - (iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.
 - (iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.
 - (v) All personnel have received personal security training. At a minimum, the training shall—
 - (A) Cover safety and security issues facing employees overseas;
 - (B) Identify safety and security contingency planning activities; and
 - (C) Identify ways to utilize safety and security personnel and other resources appropriately.
 - (vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.
- (2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—
- (i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, *et seq.*);
 - (ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;
 - (iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

PRIME VENDOR KUWAIT/IRAQ/JORDAN

Addendum to FAR 52.212-4 (continued)**DFARS 252.225-7040 continued**

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

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

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

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

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

(g) *Personnel data.*

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

(2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

(h) *Contractor personnel.*

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

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

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

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

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

PRIME VENDOR KUWAIT/IRAQ/JORDAN

Addendum to FAR 52.212-4 (continued)**DFARS 252.225-7040 continued**(i) *Military clothing and protective equipment.*

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

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

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

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

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

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

(j) *Weapons.*

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

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

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

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

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

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

PRIME VENDOR KUWAIT/IRAQ/JORDAN

Addendum to FAR 52.212-4 (continued)DFARS 252.225-7040 continued

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) *Purchase of scarce goods and services.* If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) *Evacuation.*

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) *Next of kin notification and personnel recovery.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(o) *Mortuary affairs.* Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

PRIME VENDOR KUWAIT/IRAQ/JORDAN**Addendum to FAR 52.212-4 (continued)****DFARS 252.225-7040 continued**

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in—

- (1) Contingency operations;
- (2) Humanitarian or peacekeeping operations; or
- (3) Other military operations or military exercises, when designated by the Combatant Commander.

**CONTRACTOR PERSONNEL IN THE UNITED STATES CENTRAL COMMAND
AREA OF RESPONSIBILITY (DEVIATION 2007-O0010)**

(a) *Definitions.* As used in this clause— “Chief of mission” means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Public Law 96-465) to be temporarily in charge of such a mission or office.

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

(b) *General.*

- (1) This clause applies when contractor personnel are required to perform in the United States Central Command (IJSCECOM) Area of Responsibility (AOR), and are not covered by the clause at DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States.
- (2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.
- (3) Contractor personnel are civilians.
 - (i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, contractor personnel are only authorized to use deadly force in self defense.
 - (ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears

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Addendum to FAR 52.212-4 (continued)DEVIATION 2007-O0010 continued

necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the USCENCOM AOR are familiar with and comply with, all applicable—

- (1) United States, host country, and third country national laws;
- (2) Treaties and international agreements;
- (3) United States regulations, directives, instructions, policies, and procedures; and
- (4) Force protection, security, health, or safety orders, directives, and instructions issued by the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.*

(1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before contractor personnel depart from the United States or a third country, and before contractor personnel residing in the host country begin contract performance in the USCENCOM AOR, the Contractor shall ensure the following:

- (i) All required security and background checks are complete and acceptable.
- (ii) All personnel are medically and physically fit and have received all required vaccinations.
- (iii) All personnel have all necessary passports, visas, entry permits, and other documents required for contractor personnel to enter and exit the foreign country, including those required for in-transit countries.
- (iv) All personnel have received theater clearance, if required by the Combatant Commander.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

Addendum to FAR 52.212-4 (continued)DEVIATION 2007-O0010 continued

- (v) All personnel have received personal security training. The training must at a minimum—
 - (A) Cover safety and security issues facing employees overseas;
 - (B) Identify safety and security contingency planning activities; and
 - (C) Identify ways to utilize safety and security personnel and other resources appropriately.

- (vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

- (vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.

- (3) The Contractor shall notify all personnel who are not a local national or ordinarily resident in the host country that—
 - (i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 *et seq.*);

 - (ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a violation of the law of war when committed by a civilian national of the United States;

 - (iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other Government missions outside the United States (18 U.S.C. 7(9)).

- (f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the USCENTCOM AOR to-
 - (1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

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

 - (3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

Addendum to FAR 52.212-4 (continued)DEVIATION 2007-O0010 continued

(g) Personnel data.

(1) The Contractor shall enter, before deployment, or if already in the USCENCOM AOR, enter upon becoming an employee under this contract, and maintain current data, including departure date, for all contractor personnel, including U.S. citizens, U.S. legal aliens, third country nationals; and local national contractor personnel, who are performing this contract in the USCENCOM AOR. This requirement excludes—

- Personnel hired under contracts for which the period of performance is less than 30 days; and
- Embarked contractor personnel, while afloat, that are tracked by the Diary Message Reporting System.

(2) The automated web-based system to use for this effort is the Synchronized Predeployment and Operational Tracker (SPOT). Follow these steps to register in and use SPOT:

(i) SPOT registration can be accomplished by either a Common Access Card or through an Army Knowledge Online (AKO) account.

(ii) In order to obtain an AKO account, the Contractor shall—

(A) Request the Contracting Officer or other Government point of contract to sponsor its AKO guest account;

(B) Go to <http://www.us.army.mil>

(C) Enter the AKO sponsor username; and

(D) After AKO registration, contact the sponsor to confirm registration.

(iii) *Registration in SPOT.*

(A) Register for a SPOT account

<https://iel.kc.us.army.mil/spotregistration/>.

(B) The customer support team must validate user need. This process may take 2 business days. Company supervisors will be contacted to determine the appropriate level of user access.

(iv) *Access to SPOT.* Upon approval, all users will access SPOT at <https://iel.kc.us.army.mil/spotracker>.

(v) *SPOT Questions.* Refer SPOT application assistance questions to the Customer Support Team at 717-506-1358 or SPOT@technisource.com.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

Addendum to FAR 52.212-4 (continued)DEVIATION 2007-O0010 continued

(3) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive the data card.

(h) *Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) *Weapons.*

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

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

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

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

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

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable Department of Defense and agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

Addendum to FAR 52.212-4 (continued)DEVIATION 2007-O0010 continued

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

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

(1) *Evacuation.*

(1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

m) *Personnel recovery.* In the case of isolated, missing, detained, captured or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) *Notification and return of personal effects.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee—

- (i) Dies;
- (ii) Requires evacuation due to an injury; or
- (iii) Is isolated, missing, detained, captured, or abducted.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

Addendum to FAR 52.212-4 (continued)**DEVIATION 2007-O0010 continued**

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing contractor personnel, if appropriate, to next of kin.

(o) *Mortuary affairs.* Mortuary affairs for contractor personnel who die in the area of performance will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at anytime, by written order identified as a changeorder, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform in the USCENTCOM AOR.

DFARS 252.225-7043 ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

(a) *Definition.* "United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

PRIME VENDOR KUWAIT/IRAQ/JORDAN**Addendum to FAR 52.212-4 (continued)****DFARS 252.225-7043 (continued)**

(c) The requirements of this clause do not apply to any subcontractor that is

- (1) A foreign government;
- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from the Contracting Officer.

DLAD 52.212-9000 CHANGES – MILITARY READINESS (Mar 2001)

The commercial changes clause at FAR 52.212-4(c) is applicable to this contract in lieu of the changes clause at FAR 52.243-1. However, in the event of a Contingency Operation or a Humanitarian or Peace Keeping Operation, as defined below, the contracting officer may, by written order, change 1) the method of shipment or packing, and 2) the place of delivery. If any such change causes an increase in the cost of, or the time required for performance, the contracting officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The contractor must assert its right to an adjustment within 30 days from the date of receipt of the modification.

“Contingency operation” means a military operation that-

(i) Is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or

(ii) Results in the call or order to, or retention on, active duty of members of the uniformed services under 10 U.S.C. 688, 12301(a), 12302, 12304, 12305, or 12406,

Chapter 15 of U.S.C., or any other provision of law during a war or during a national emergency declared by the President or Congress (10 U.S.C. 101(a) (13)).

“Humanitarian or peacekeeping operation” means a military operation in support of the provision of humanitarian or foreign disaster assistance or in support of peacekeeping operation under Chapter VI or VII of the Charter of the United Nations. The term does not include routine training, force rotation, or stationing. (10 U.S.C. 2302 (8) and 41 U.S.C. 259(d) (2) (B)).

DLAD 52.215-9006 – JAVITS-WAGNER-O’DAY ACT ENTITY SUPPORT – CONTRACTING REPORTING (DEC 1997)

The contractor shall submit periodic progress reports (no less frequently than annually) to the contracting officer regarding the contractor's subcontracting efforts relative to JWOD entities. There is no standard or prescribed format for this requirement; however, performance data accumulated and reported by the contractor must be as specified in its offer.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

Addendum to FAR 52.212-4 (continued)

DSCP 52.209-9P04 CERTIFICATION OR DISCLOSURE OF DEBARRED OR SUSPENDED SUBCONTRACTORS, SUPPLIERS OR INDIVIDUALS (JAN 1992)

(a) Contractors are prohibited from using suspended or debarred contractors as subcontractors or suppliers.

(1) Except as listed in paragraph (3) below, the offeror certifies by submission of its offer, that no part of the work called for by any contract resulting from this solicitation shall be performed by any subcontractor, or any tier, or supplier appearing in the Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs.

(2) Verification of any contractor suspected of appearing in the above list may be obtained by contacting the contracting officer at the office shown on page 1 of the solicitation.

(3) Debarred or suspended contractors proposed as subcontractors or suppliers:

Name and Address of Contractor(s)

(4) Approval to use a debarred or suspended contractor as a subcontractor or supplier shall not be given by the Government unless there are compelling reasons for this approval.

(5) Failure on the part of the offeror to comply with this clause in any contract resulting from this solicitation may result in the Government terminating the entire contract, or any portion thereof, pursuant to the "Default" clause of such contract.

(6) The offeror agrees, if awarded a contract under this solicitation, to insert the substance of this clause, including this paragraph (6), in every subcontract resulting from such contract and to require its subcontractors and suppliers to do likewise.

(b) In addition, offerors are required to identify below, as indicated, any suspended or debarred individual(s) appearing in the list in para (a)(1) above whom they employ, associate with or have a relationship to. Such employment, business associations and relationships will be examined to determine the impact of those ties on the responsibility of the offeror as a government contractor. Verification of suspected suspended/debarred individuals may be obtained as indicated in paragraph (a)(2) above.

Name and Title of Suspended or Debarred Individual(s): Organization: (If other than offeror)

Describe Association/Relationships: (e.g., employer, consultant)



PRIME VENDOR KUWAIT/IRAQ/JORDAN**Addendum to FAR 52.212-4 (continued)****DSCP 52.209-9P07 PRE-AWARD PLANT SURVEY (JAN 1992)**

To determine the responsibility of prospective contractors, the government reserves the right to conduct physical surveys of the plants which are to be used in the performance of a contract. In the event the government is prevented from making such survey by the offeror or its proposed subcontractor, the offer may be rejected. As a part of the pre-award survey, the offeror may be required to obtain from its intended sources of supply, letters confirming availability of components, materials machinery and tooling.

DSCP 52.211-9P36 FDA COMPLIANCE (JAN 1992)

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

DSCP 52.216-9P04 RESPONSIBILITY FOR ADMINISTRATION OF DELIVERY ORDER(S) (AUG 1992)

Delivery orders issued against this indefinite delivery contract shall be administered by the person who placed the order on behalf of the government, i.e., the commissary ordering officer or the ordering officer responsible for the troop support activity. Ordering officers are authorized to modify delivery orders and perform all administrative functions pertaining to such orders including termination of the order for late deliveries and other product nonconformance's. In these cases, the applicable agency, commissary, or activity may reprocur the supplies locally. Ordering officers, however, are not authorized to sign purchase orders or contracts and cannot take any action to charge the account of the contractor unless they are also contracting officers. Only an authorized contracting officer acting on behalf of the agency, commissary or activity can take these particular reprocurment actions. Administration of the terms and conditions set forth in the IDTC is the responsibility of the DSCP contracting officer. The ordering officer shall also notify the DSCP contracting officer of all terminations and repurchase actions which were processed under the IDTC.

PRIME VENDOR KUWAIT/IRAQ/JORDAN**Addendum to FAR 52.212-4 (continued)****DSCP 52.217-9P12 OPTION FOR INDEFINITE-DELIVERY, INDEFINITE-QUANTITY CONTRACT TERM EXTENSION (MAR 2004)**

(a) Acceptance of the option provision(s)/clauses contained herein is mandatory. Failure to indicate acceptance of the option by annotating the offeror's option price in the schedule or elsewhere in the solicitation will be deemed non-acceptance of the option and may result in rejection of the offeror's entire bid/proposal.

(b) Offerors may offer options at unit prices which differ from the unit prices for the base ordering period.

(c) The contracting officer may extend the term of this contract for 2 additional 24 month option period(s) by written notice by close of business to the contractor within three (3) days before the expiration date of the contract, provided that the contracting officer shall give the contractor a preliminary written notice of intent to extend at least 60 days before expiration of the contract. The preliminary notice does not commit the government to an extension.

(d) Performance under the option period shall continue at the same performance level specified for the basic contract.

(f) The option is deemed exercised when mailed or otherwise furnished to the contractor.

(g) If the contracting officer exercises this option, the extended contract shall be considered to include this option clause and the minimum and maximum quantities specified in the award for that option period will apply.

(h) The total duration of any one option exercised under this clause shall not exceed 24 months.

(i) The following provisions apply only to negotiated acquisitions:

(1) If an option has been priced under this solicitation and is to be exercised at time of award of the basic contract, the submission of certified cost or pricing data shall be required prior to award where the combined dollar value of the basic contract and option exceeds \$650,000, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

(2) Prior to the award of any contract which will contain one or more priced options totaling \$650,000 or more, the submission of certified cost or pricing data covering the basic contract and the option(s) shall be required regardless of when the option(s) may be exercised, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

DSCP 52.246-9P29 ADMINISTRATIVE COST TO THE GOVERNMENT IN PROCESSING CONTRACT MODIFICATIONS (JAN 1992)

Where contract modifications are issued solely for the benefit of the contractor, e.g., acceptance of nonconforming supplies or change in place of performance or delivery, the sum of \$100.00 (the government's administrative cost to process the modification) shall be obtained from the contractor in addition to any other monetary consideration.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

Addendum to FAR 52.212-4 (continued)**DSCP 52.246-9P32 FEDERAL FOOD, DRUG AND COSMETIC ACT-WHOLESOME MEAT ACT (JAN 1992)**

(a) The contractor warrants that the supplies delivered under this contract comply with the Federal Food, Drug and Cosmetic Act and the Wholesome Meat Act, and regulations hereunder. This warranty will apply regardless of whether or not the supplies have been:

(1) Shipped in interstate commerce,
(2) Seized under either act or inspected by the Food and Drug Administration or Department of Agriculture.

(3) Inspected, accepted, paid for or consumed, or any or all of these, provided however, that the supplies are not required to comply with requirements of said acts and regulations hereunder when a specific paragraph of the applicable specification directs otherwise and the supplies are being contracted for military rations, not for resale.

(b) The government shall have six months from the date of delivery of the supplies to the government within which to discover a breach of this warranty. Notwithstanding the time at which such breach is discovered, the right is reserved to give notice of breach of this warranty at any time within such applicable period or within 30 days after expiration of such period, and any such notice shall preserve the rights and remedies provided herein.

(c) Within a reasonable time after notice to the contractor of breach of this warranty, the government may, at its election:

(1) Retain all or part of the supplies and recover from the contractor, or deduct from the contract price, a sum determined to be equitable under the circumstances;

(2) Return or offer to return all or part of the supplies to the contractor in place and recover the contract price and transportation, handling, inspection and storage costs expended therefore; provided, that if the supplies are seized under either act, such seizure, at government option, shall be deemed a return of supplies within the meaning of this clause and thereby allow the government to pursue the remedy provided herein. Failure to agree to any deduction or recovery provided herein shall be a dispute of a question of fact within the meaning of the clause of this contract entitled "disputes".

(d) The rights and remedies provided by this clause shall not be exclusive and are in addition to other rights and remedies provided by law or under this contract, nor shall pursuit of a remedy herein or by law either jointly, severally or alternatively, whether simultaneously or at different times, constitute an election of remedies.

The following clauses are incorporated in full text and apply specifically to Iraq:

AI 22.1 PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (5 Nov 07)

All contractors ("contractors" herein below includes subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

Contractors are also required to comply with the following provisions:

PRIME VENDOR KUWAIT/IRAQ/JORDAN**Addendum to FAR 52.212-4 (continued)****AI 22.1 continued**

- 1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.
- 2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee's native language that defines the terms of their employment/compensation.
- 3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.
- 4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet (50 sf) is the minimum acceptable square footage of personal living space per employee. Upon contractor's written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.
- 5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government's Quality Assurance process.
- 6) Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements.

Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that contracting officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

AI 25.3 COMPLIANCE WITH LAWS AND REGULATIONS (5 Nov 07).

The Contractor shall comply with, and shall ensure that its personnel and its subcontractors and subcontractor personnel at all tiers obey all existing and future U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps fragmentary orders, instructions and directives.

Contractor employees performing in the USCENTCOM Area of Operations are under the jurisdiction of the Uniform Code of Military Justice (UCMJ). Under the UCMJ, U.S. commanders may discipline contractor employees for criminal offenses. Contractors shall advise the Contracting Officer if they suspect an employee has committed an offense. Contractors shall not permit an employee suspected of a serious offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the senior U.S. commander in the country.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

Addendum to FAR 52.212-4 (continued)AI 25.2 FITNESS FOR DUTY AND LIMITS ON MEDICAL/DENTAL CARE IN IRAQ AND AFGHANISTAN (5 Nov 07)

The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (ie. ARCENT, CENTAF, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protectives and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI \geq 40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiologic control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixator placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 8 to USCENCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

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

PRIME VENDOR KUWAIT/IRAQ/JORDAN**Addendum to FAR 52.212-4 (continued)****AI 25.2 continued**

Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. In accordance with OUSD(C) Memorandum dated

January 4, 2007, the following reimbursement rates will be charged for services at all DoD deployed medical facilities. These rates are in effect until changed by DoD direction.

Inpatient daily rate: \$1,918.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.

Outpatient visit rate: \$184.00. This includes diagnostic imaging, laboratory/pathology, and pharmacy provided at the medical facility.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

FAR 52.212-5 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS. (MAR 2008)

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

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

[Contracting Officer shall check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

(4) [Reserved]

(5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-6.

(iii) Alternate II (Mar 2004) of 52.219-6.

(6) (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.

(7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

PRIME VENDOR KUWAIT/IRAQ/JORDAN

FAR 52.212-5 (continued)

X (8) (i) 52.219-9, Small Business Subcontracting Plan (Nov 2007)(15 U.S.C. 637 (d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

X (iii) Alternate II (Oct 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

X (10) 52.219-16, Liquidated Damages- Subcontracting Plan (Jan 1999)(15 U.S.C. 637(d)(4)(F)(i)).

___ (11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(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.

___ (12) 52.219-25, Small Disadvantaged Business Participation Program— Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X (15) ***52.219-28, Post Award Small Business Program Representation (June 2007) (15 U.S.C. 632(a)(2).***

X (16) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

X (17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).

X (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (19) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

X (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

PRIME VENDOR KUWAIT/IRAQ/JORDAN

FAR 52.212-5 (continued)

X (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

X (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

X (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

X (24) (i) 52.222-50, *Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).*

 (ii) *Alternate I (Aug 2007) of 52.222-50*

 (25) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).

 (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

 (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b)

 (27) 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

 (28) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).

 (29) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, and 109-169).

 (ii) Alternate I (Jan 2004) of 52.225-3.

 (iii) Alternate II (Jan 2004) of 52.225-3.

 (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (31) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

PRIME VENDOR KUWAIT/IRAQ/JORDAN

FAR 52.212-5 (continued)

___ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007)(42 U.S.C. 5150).

___ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150).

___ (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (35) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (36) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

___ (37) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

___ (38) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

___ (39) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

___ (40) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007)(41 U.S.C. 351, *et seq.*).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Nov 2006)(29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

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FAR 52.212-5 (continued)

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

___ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007) (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 paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to

PRIME VENDOR KUWAIT/IRAQ/JORDAN

FAR 52.212-5 (continued)

small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(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.

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DFARS 252.212-7001 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2008)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

<input checked="" type="checkbox"/>	252.205-7000	Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
<input checked="" type="checkbox"/>	252.219-7003	Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).
<input type="checkbox"/>	252.219-7004	Small Business Subcontracting Plan (Test Program) (APR 2007) (15 U.S.C. 637 note).
<input checked="" type="checkbox"/>	252.225-7001	Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).
<input checked="" type="checkbox"/>	252.225-7012	Preference for Certain Domestic Commodities (MAR 2008) (10 U.S.C. 2533a).
<input type="checkbox"/>	252.225-7014	Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
<input type="checkbox"/>	252.225-7015	Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
<input type="checkbox"/>	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).
<input type="checkbox"/>	252.225-7021	Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
<input type="checkbox"/>	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
<input type="checkbox"/>	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
<input type="checkbox"/>	252.225-7036	Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007)) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) Alternate I (OCT 2006) of 252.225-7036.

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DFARS 252.212-7001 (continued)

<input type="checkbox"/>	252.225-7038	Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
<input checked="" type="checkbox"/>	252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
<input type="checkbox"/>	252.227-7015	Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
<input type="checkbox"/>	252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
<input checked="" type="checkbox"/>	252.232-7003	Electronic Submission of Payment Requests (MAR 2008) (10 U.S.C. 2227).
<input checked="" type="checkbox"/>	252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
<input checked="" type="checkbox"/>	252.243-7002	Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
<input checked="" type="checkbox"/>	252.247-7023	Transportation of Supplies by Sea (MAY 2002) (<input checked="" type="checkbox"/> Alternate I) (MAR 2000) (<input type="checkbox"/> Alternate II) (MAR 2000) (<input type="checkbox"/> Alternate III) (MAY 2002) (10 U.S.C. 2631).
<input checked="" type="checkbox"/>	252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

PRIME VENDOR KUWAIT/IRAQ/JORDAN

<u>STATEMENT OF WORK (SOW)</u>

SUPPLIES/SERVICES AND PRICES**I. INTRODUCTION**

- A. This solicitation involves support of customers who are currently within war zones. The zones to be supported under this solicitation have been designated as contingency operations in accordance with the definition at FAR 2.101. Offerors are advised to consult with the U.S. Department of State (www.travel.state.gov) for the latest information on the political and security conditions in the solicited zones.
- B. The Defense Supply Center Philadelphia (DSCP) intends to enter into an Indefinite Quantity Contract (IQC) with a full line food distributor who will act as a Prime Vendor responsible for the supply and delivery of semi-perishable and perishable items. The prime vendor must be capable of supplying all chilled products, semi perishable food stuffs, frozen fish, meat and poultry, other frozen foods (fruits, vegetables, prepared foods, etc.), dairy and ice cream products, fresh and frozen bakery products, beverage base & juices (for dispensers), beverages & juices (non-dispenser), fresh fruits and vegetables, non-food items and Government Furnished Material (GFM) such as Unitized Group Rations (UGR's,) Meals Ready to Eat (MRE's,) Health and Comfort packs (HCP's) and other operational rations items (either currently in existence or to be introduced during the term of this award).
- C. The purpose of this solicitation is for the DSCP to establish an IQC commercial prime vendor contract to provide subsistence products to the military and other federally funded customers within Kuwait, Iraq, and Jordan. Other customers including other non-Department of Defense (DOD) customers may also be added as required over the life of any resultant contract. An IQC provides for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with individual deliveries to be scheduled by customers placing orders with the contract (FAR 16.504(a)). Note: The term "Ordering Facilities" or "Ordering Activities," as used throughout this solicitation, will refer to all of the delivery points under this solicitation.
- D. Prices are to be submitted, and payment will be made, in U.S. dollars.
- E. DSCP has determined that the following two zones are required to support all of the military customers located in Kuwait, Iraq, and Jordan; i.e., military shore and/or ship facilities, mobile kitchen tent facilities (MKT's), ration break points, trailer-transfer points, and military training exercise locations:
- Zone 1 – Kuwait and Northern, Central, and Southern portions of Iraq to be supported via delivery routes originating from Kuwait and Turkey.
 - Zone 2 – Jordan and West-Central portion of Iraq, primarily but not limited to the Anbar Province to be supported via delivery routes originating from Jordan.

PRIME VENDOR KUWAIT/IRAQ/JORDAN**SOW - Supplies/Services and Prices (continued)****I. Introduction (continued)**

- F. The Prime Vendor will need to transport full and empty containers/trucks to and from Iraq under the supervision of a U.S. Army convoy. The vendor is responsible to honor the provisions of clause 252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside The United States (Mar 2006), and all clauses which may supplement or supersede it. Iraq convoy routes are established via Kuwait, Turkey, and Jordan. A vendor(s) needs to have, at a minimum, two Outside Continental United States (OCONUS) physical warehouse locations and distribution networks for Zone 1; one in Turkey and one in Kuwait. A vendor needs to have, at a minimum, one OCONUS physical warehouse location and distribution network in Jordan for Zone 2.
- G. Travel in Iraq remains very dangerous. Various forms of terrorist and criminal elements remain active. Military operations continue. Attacks against military and civilian targets, including military convoys throughout Iraq continue. Offerors are advised to consult with the U.S. Department of State (www.travel.state.gov) for the latest information on the political and security conditions in the above zones.
- H. The Government intends to make two awards, one per zone. The intent is to have two different contractors, one for each of the separate zones. In order to ensure that two sources are available and to ensure the continuous availability of reliable sources of supplies, the Government reserves the right to exclude, under the authority of FAR 6.202, the awardee under one of these zones from being eligible for award under the other zone. However, Government reserves the right to make one award for both zones, as necessary to support both zones if it is in the government's best interest.

Offerors are encouraged to submit separate offers, one for each zone, but shall not make one offer on a zone contingent upon receiving an award on the other zone.

- I The contract (s) shall be for a term of twenty-four months and will include two available twenty-four month option periods.

II. WORK TO BE PERFORMED**A. Zones:**

Each Zone includes multiple ordering facilities, as listed in the Deliveries and Performance section of this solicitation. Ordering facilities can be added and/or subtracted as conditions warrant based on U.S. Government request and applicable Military Service/customer needs. In order to provide an estimate of the size of the contract, an approximate dollar value has been annotated for each Zone as follows:

Total estimated annual sales for Zone 1: \$1,308,737,022.57

Total estimated annual sales for Zone 2: \$ 264,041,437.40

Note: The estimated annual sales volume for Zone 2 is for West-Central Iraq ordering facilities only. The Government does not have at this time customer site locations in Jordan.

PRIME VENDOR KUWAIT/IRAQ/JORDAN**SOW - Supplies/Services and Prices (continued)****II. Work to be Performed (continued)****B. Domestic Item Preference**

In accordance with DFARS 225.7501 Policy, “Acquire only domestic end products for use outside the United States,” the government’s preference remains domestic product. All offerors and, at any time during the performance period, the contractor will be required to certify the offer of all non-domestic end products. The certification must be made in the Buy American Act – Balance of Payments Program Certificate (DFARS 252.225-7000, June 2005) which is located herein.

The prime vendor shall also request approval in writing from the Contracting Officer prior to adding non-domestic items to the ordering catalog. The prime vendor must submit pricing information for the foreign product and its domestic equivalent so that the government can perform an analysis in keeping with the Balance of Payments Program. Non-domestic items will not be added to the catalog without the prior approval of the Contracting Officer. Note: Fresh fruits and vegetables and other items that are required to be purchased from local Outside Continental United States (OCONUS) approved sources are excluded from this domestic item preference. Those items are categorized as “local market ready items” on the attached schedule of items.

In accordance with DFARS 225.7002-2 (f) (1), acquisitions of food in support of contingency operations are not subject to the restrictions in DFARS 225.7002-1. Written notification will be provided should either area within this solicitation no longer qualify as a contingency zone, since this will necessitate a phase out of foreign products which may be in the pipeline. If areas no longer hold a contingency designation, adherence to the routine provisions of the Berry Amendment (DFARS 252.225-7012), as incorporated in this solicitation, will be in effect.

C. Local Market Ready Type Items

The Zone 1 prime vendor must have the ability to perform delivery of produce, market ready and dairy type items from local Kuwait and Turkey approved sources.

The Zone 2 prime vendor must have the ability to perform delivery of produce, market ready and dairy type items from local Jordan approved sources.

Based on customer requirements reflected during cataloging, the prime vendor will select local market ready (LMR) vendors from the CENTCOM listing for approved local vendors. If no vendor is identified for a particular requirement, the vendor will source and request Veterinary (VET) inspection for his designated local source. All LMR items will be inspected for quality on receipt. Supplier audits are conducted in coordination with VET procedure.

Estimated market ready items and their usage quantities are identified in the schedule for each zone and are included in the total estimated annual sales dollars.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW - Supplies/Services and Prices (continued)**II. Work to be Performed (continued)**

D. Government Furnished Material (GFM)

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

As directed by the Contracting Officer, various specialty items; i.e., meal kits, hot cans, hot meals, products ordered for special forces, decorations, etc, shall be ordered by the prime vendor and converted to GFM at the time of warehouse receipt. The product shall remain in the prime vendors inventory as GFM until it is ordered by the customer at the associated GFM distribution price or the GFM "other" distribution price. When the product is received into inventory, the prime vendor shall submit a manual invoice (product price only) to the Contracting Officer Representative along with the associated tally sheet, manufacturer invoice, and receipt record for signature prior to forwarding to the Contracting Officer for approval and payment.

i. OPERATIONAL RATIONS:

a. Unitized Group Rations (UGR's) are used to sustain military personnel during worldwide operations. The UGR is designed to maximize the use of commercial items and to simplify the process of providing high quality food service in a field environment. All components for a complete meal are included in the UGR, with the exception of mandatory supplements, such as milk. Each UGR meal module also contains all required disposable items (cups, compartment trays, and utensils). This ration is available in three options, with each sharing a core of quick prepared and/or ready to use commercial products:

b. UGR Heat and Serve (UGR-H&S), which is characterized by tray pack entrees and starches/desserts. The unit of issue for the UGR H&S group feeding rations consists of 3 shipping cases under a single NSN (each of the 7 UGR H&S Breakfast rations and 14 Dinner rations has its own unique NSN, i.e. 21 NSNs).

c. UGR-A, which includes perishable frozen entrees (A-Rations). Each complete UGR-A ration consists of 3 shipping cases: 2 cases represent the semi perishable module and 1 case is the perishable (frozen) module. The semi perishable modules are ordered/shipped under a single LSN (i.e., the two cases, Box 1 and Box 2, must be delivered together), and the perishable module is shipped under a separate, second LSN. There are currently 7 Breakfast and 14 Dinner rations, for a total of 42 LSNs).

There are currently 7 breakfast and 14 lunch/dinner menus available for both the H&S and A-Options. There is no minimum ordering quantity required (i.e. orders for single modules are accepted). The UGR-H&S option is unitized into 3 boxes, which places 2 rations on one tier of a pallet, and one pallet (4 tiers) provides 8 rations. For the UGR-A, the semi perishable pallet is comprised of 3 ration modules per tier, and 12 ration modules per pallet. The perishable pallets contain varied numbers of ration modules per pallet, as the shipping case size varies per menu.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW - Supplies/Services and Prices (continued)**II. Work to be Performed (continued)****D. Government Furnished Material (GFM) (continued)**

d. UGR-E, is a compact, self-contained module that provides a complete hot meal. The components are thermally processed, pre-prepared, shelf-stable foods, and currently packaged in hermetically sealed, half-size steam table containers. There are currently 6 lunch/dinner menus. The module consists of one box, 20 x 16 x 10 ¼. One pallet contains 18 boxes. Six boxes fit on one tier or a 40 x 48 inch pallet. There are three tiers per pallet. Each box weighs approximately 45 pounds. The module comes complete with all food items and disposable items (cups, compartment trays, napkins, utensils, and trash bags). Standard items that are included in all modules are coffee, creamer, hot sauce, gloves, box cutter, hand cleaner (towelette), dinner trays, dining packets, trash bags, and heater module.

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

- | | |
|---|------------------|
| a. <u>Meal, Ready-to-Eat (MRE)</u> | 8970-00-149-1094 |
| b. <u>Long Range Patrol Ration (LRP)</u> | 8970-01-467-1749 |
| c. <u>Meal, Cold Weather (MCW)</u> | 8970-01-467-1753 |
| d. <u>Humanitarian Daily Ration (HDR)</u> | 8970-01-375-0516 |

For more information regarding these rations, please go to www.dscp.dla.mil/subs/rations.htm.

Estimated GFM distribution quantities for each zone are identified on the schedule of item attachments, categories 179 to 189

Estimated GFM storage, open case inspection, labeling and disposal requirements for the base (2 year) period are identified as follows:

GFM Description	Unit of Measure	Zone 1	Zone 2
Storage UGR H&S Group Ration	CS	10,606	4,684
Storage UGR-A Semi-Perishable (2 CS per UOM)	CS	65,089	52,325
Storage UGR-A Perishable Group Rations	CS	74,667	45,098
Storage Individual Feeding Rations	CS	425,703	211,003
Storage UGR-E	CS	569	45
Storage Strike Force	CS	5,000	3,000
Storage MARC Meals	CS	23,879	1,571
Storage Heater Cans	CS	2,000	1,000
Storage Heater Meals	CS	1,000	500
Storage Health & Comfort Packs	CS	8,419	367
Storage Other	CS	500	400
Open Case Inspection	CS	3,485	1,220
Open Case Re-Work	CS	3,485	1,220
Labeling/Re-Labeling	CS	3,485	1,220
Disposal	CS	9,254	3,660

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW - Supplies/Services and Prices (continued)**II. Work to be Performed (continued)**

E. Inventory & Warehouse Management

The Prime Vendor will be required to perform inventory and warehouse management functions and to position a full line of food and beverage, non-food items, and GFM items into their warehouse(s). The Prime Vendor has responsibility for all inventory management. In regard to GFM, the prime vendor shall recommend the time to reorder and the respective replenishing amounts to the Theater Food Advisor and the Contracting Officer for Government ordering or approval for prime vendor ordering if the product is designated by the Contracting Officer to be converted to GFM upon receipt. The Government will not reimburse the Prime Vendor for expired or excess inventory during the life of the contract or after the contract has expired. Exceptions to this rule must be incorporated into the contract via contract modification.

The Prime Vendor will be required to maintain a minimum of 30 days of supply at all times at their OCONUS warehouse location(s). The vendor will be responsible for developing his own average monthly demands (AMD) and determining stocking needs accordingly. The Prime Vendor is responsible for arranging ocean transportation through the Defense Distribution Center (DDC), New Cumberland and loading sea vans at its Continental United States (CONUS) facilities.

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

F. Iraq Vehicle Transportation

The estimated base period (two year) requirement for vehicle deliveries into Iraq follows:

Vehicle Type	Unit of Measure	Kuwait to Iraq	Turkey to Iraq	Jordan to Iraq
Refrigerated FEU	Per vehicle, purchase order, & entry into convoy	50,600	7,500	9,400
Dry FEU	Per vehicle, purchase order, & entry into convoy	4,440	750	940
Extra Bobtail	Per vehicle, purchase order, & entry into convoy	730	150	365

The average lead time for vehicles returning from Iraq is 15 days.

All bobtails, flatbeds, shipment containers, reefers, non-tactical vehicles, etc., that are destined for delivery or used in Iraq must be closely monitored via a Global Positioning System (GPS) and tagged with GPS Devices.

The prime vendor bears all risk and responsibility for personal injury or death of its employees or agents or subcontractor employees or agents or for any damage to, loss of or demurrage of equipment during the transportation of product into Iraq.

PRIME VENDOR KUWAIT/IRAQ/JORDAN**SOW - Supplies/Services and Prices (continued)****II. Work to be Performed (continued)**

G. Iraq Command, Control, and Support Programs

The Prime Vendor will be required to: provide customer service within the SPV program; maintain regular communications with all concerned parties to ensure information flows to the right people in a timely manner; facilitate placement of contractor vehicles within the military convoy system; maintain organization and discipline of drivers; promote smooth throughput of contractor vehicles; minimize round-trip transit times; adhere to driver safety and security policies of the base and surrounding area; provide 24x7 on-site points of contact for transport operations; expedite response to breakdowns and incidents; and facilitate rapid recovery of assets and personnel. As a minimum, the below command and control programs must be established for Iraq support. All program participants are required to speak English and must have the authority to make binding decisions on behalf of the PV on any concern, which may occur. The precise number of program participants must be coordinated with and approved by the Contracting Officer. The name of the representative(s) and their telephone number, e-mail address, or any other method of communicating shall be furnished within 90 days after award.

- i. Iraq Transportation Officer (TO) Program. For Zone I, eighty (80) to one hundred (100) TOs must be assigned to the TO program. For Zone II, sixteen (16) to twenty (20) TOs must be assigned to the TO program. The TOs shall be rotated as necessary to reside at the key Iraq transit points or “Hub” base camps and operate on a 24 hour, 7 days per week schedule to maintain the required level of support to establish command and control of prime vendor assets and drivers at and around the Hub locations.
- ii. Iraq Squad Leader (SL) Program. For Zone I, one hundred and sixty (160) to two hundred (200) SLs must be assigned to the SL program. For Zone II, thirty (30) to thirty-seven (37) SLs must be assigned to the SL program. SLs shall be assigned each day to travel with convoys departing from the prime vendor’s facility to provide command and control over prime vendor assets and drivers while in transit; from the prime vendor warehouse, hub-to-hub, to the operating facility or forward operating base, and back to the prime vendor warehouse.
- iii. Iraq Customer Service Representative (CSR) Program. CSRs must be assigned to Iraq to maintain continuous contact with the Iraq customers and attend scheduled management meetings.

The Government estimates that, as a minimum, 2 CSRs will be assigned to reside on a military base in Northern Iraq – Zone 1 and 1 CSR will be assigned to reside on a military base in West-Central Iraq – Zone 2. Based on the conditions on the ground, this requirement may increase or decrease.

The prime vendor shall treat the Government as one of their best customers; therefore, any treatment and/or customer service policy given to other accounts shall also be given to the customers covered under this contract.

PRIME VENDOR KUWAIT/IRAQ/JORDAN**SOW - Supplies/Services and Prices (continued)****II. Work to be Performed (continued)****H. Office Space & Equipment for Government Employees****i. Contracting Officer Representatives (CORs) & Customer Liaison Officers (LNOs)**

For zone 1, it is estimated that one (1) to four (4) persons, as a minimum, will be stationed at the Prime Vendor's main distribution facility during office hours. For zone 2, it is estimated that one (1) to two (2) persons, as a minimum, will be stationed at the Prime Vendor's main distribution facility during office hours. The Zone 1 Prime Vendor is required to provide two secure offices and the Zone 2 Prime Vendor is required to provide one secure office. Each office (approximately 150 square feet) must have a self-closing, tight-fitting door, capable of being locked. The offices must be within or adjacent to the Contractor's facility. For zone 1, other requirements include (at a minimum): four office workstations and four chairs, two two-door cabinets, two filing cabinets, two small refrigerators, 2 laser jet printers, 1 paper shredder, low volume simple office shredder, 1 business quality document scanner, 1 copy machine, electricity, temperature control, as well as normal housekeeping services, use of the rest rooms, and four parking spaces. For zone 2, other requirements include (at a minimum): two office workstations and two chairs, one two-door cabinet, one filing cabinet, one small refrigerator, 1 laser jet printer, 1 paper shredder, low volume simple office shredder, 1 business quality document scanner, 1 copy machine, electricity, temperature control, as well as normal housekeeping services, use of the rest rooms, and two parking spaces.

As directed by the Contracting Officer, the prime vendor may be required to provide cell phones and/or non-tactical vehicles for COR or LNO usage if such requirements can not be fulfilled via normal Government channels. Distribution pricing will be negotiated at that time.

ii. Office Space and Equipment for Army Veterinary Inspectors (AVIs) (Zone 1 only, unless otherwise directed by the Contracting Officer)

The primary mission for AVIs is inspection, extension, or condemnation of Operational Rations and Government Furnished Material. Additionally, AVIs inspect and recommend rejection, extension or condemnation of prime vendor owned product as requested by the prime vendor, deemed necessary by the Theater Food Advisor and approved by the Contracting Officer or Contracting Officer Representative. For Zone 1, it is estimated that six to ten AVIs, as a minimum, will be stationed at the Prime Vendor's main distribution facility during office hours. Estimated office and equipment requirements follow:

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW - Supplies/Services and Prices (continued)**II. Work to be Performed (continued)****H. Office Space & Equipment for Government Employees (continued)**

Secure Office & Work area (approx. 135 sq meters) capable of being locked	2 Laser Jet Printers, Black and White
3 Computers with monitors. (minimum requirement: Microsoft office, Acrobat Professional (read/write), Form Flow, Explorer, Battery back-up, internet access, and IT support.	8-12" wide wall lockers with locks for personal item storage
Paper Shredder, low volume simple office shredder	6 desks w/drawers and chairs or equivalent
1 Large Filing Cabinet	2 Couches, coffee table for break room
1 Microwave Oven Large	1 Refrigerator Large
1 Copy Machine	Commercial stand up chill box for frozen sample thawing/slacking
Commercial oven/stove with vented hood, 4 heating elements minimum	Floor Scale, tip, lbs 1-100, graduated or equivalent
Tabletop scale, digital (gram and oz)	2 parking spaces
4 sets, Freezer Coat/pants (for working in freezers)	4 Cutting Boards, commercial quality 18"x24"x3/4"
Business quality document scanner	2 butcher knives
2 boning knives	2 Spoons, plain bowl, basting
Stone, sharpening	2 Spatula, Stainless Steel
2 Metal Tongs, commercial 12" minimum	2 Pans, Cooking (18" and 12")
3 Pots, Cooking Round (14qt, 8qt, and 4qt)	2 Pans, Baking Sheet (7330-00-633-8905)
1 Can Opener, Mounted (7330-00-205-3151)	Ruler, Machinist's Steel Rule; graduated to 1/8", 1/16", 1/32", and 1/64", 12" long, 5220-00-234-5224
1 Drill, 1/4". Cordless (Model 7078/1898 or equivalent) needed for internal temperature of frozen product	Metal Sieve with Catch Pan (USA Testing Sieve, A.S.T.M. -9450 E-11, Spec sizes No. 8 & 20 (for sifting products when looking for insects or spec req
3 Gauge, compound pressure, vacuum, dial (6685-00-806-9300)	6 Small Trash receptacles for office
Miscellaneous Kitchen utensils, plates, cups, cleaning supplies	2 Large Trash Cans for food inspection area
Temperature control, as well as normal housekeeping services	Use of the rest rooms

PRIME VENDOR KUWAIT/IRAQ/JORDAN**SOW - Supplies/Services and Prices (continued)****Work to be Performed (continued)****I. Backhauling Government Furnished Material – Iraq only**

As directed by the Contracting Officer or Contracting Officer Representative, the prime vendor shall backhaul or redistribute bottled water using prime vendor vehicles which return empty from making deliveries into Iraq from Government owned and controlled water manufacturing plants. The prime vendor may also be directed by the Contracting Officer or Contracting Officer Representative to backhaul or redistribute other government owned class 1 products as required. The backhaul destinations must be located within Iraq and along the route back to the prime vendor's distribution facility. Estimated backhauling/redistribution quantities are identified as follows:

Description	Unit of Measure	Zone 1 Qty per month	Zone 2 Qty per month
Per Dry FEU Truck or Flatbed	Per Trip	20	4
Per Refrigerated FEU Truck	Per Trip	100	18

J. Airlifts

The prime vendor will be required to execute airlifts to meet requirements that cannot be fulfilled by traditional means (trucks) due to time constraints. There are air tenders in place through TRANSCOM. Additionally, the prime vendor must have a working arrangement in place with a commercial air source that can be ready to deliver on a moment's notice to different regions of the area. The use of military air may also be an option available to the prime vendor.

Some examples of occasions where PV's will be required to use airlifts are but not limited to:

1. Road closures.
2. Contingencies in the AOR.
3. Military exercises.
4. Unforeseen changes in troop personnel at bases.
5. Addition of new customers/requirements that will need support before the traditional 60-90 day lead-time needed to source product from the United States.
6. Lack of military or private security (potential) escorts for convoy missions.

The vendor will have to demonstrate new and creative ways to meet customer requirements, and the ability to airlift is one of those avenues.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW - Supplies/Services and Prices (continued)**II. Work to be Performed (continued)****J. Airlifts (continued)**

The prime vendor must coordinate with DSCP designated personnel for the delivery time and destination. The prime vendor will be responsible for all commercial airlift, pallet, and ice requirements to include loading. Pallet tri-walls must be constructed from the appropriate level of cardboard to withstand the normal requirements of the journey. Frozen and chill pallet tri-walls must be lined with suitable insulating materials and either wet ice or dry ice will be added as needed to maintain the products for the expected journey timeframes. Once product is tri-walled and dispatched, the order cannot be cancelled and is treated as filled. Once product is received and accepted by the customer, the prime vendor shall not be responsible for the deterioration of goods that are in transit by the customer to a final destination.

Estimated base year (2 year) requirements for commercial airlifts, pallets, and ice follow:

Description	Unit of Measure	Zone 1 Qty	Zone 2 Qty
Aircraft–Product Weight	LB	10,337,752	2,584,438
Dry Pallet Tri-wall	EA	60	16
Dry Pallet Non-tri-wall	EA	2,716	680
Chilled Pallet Tri-wall	EA	2,820	704
Frozen Pallet Tri-wall	EA	5,116	1,280
Wet-Ice	KG	40	10
Dry-Ice	KG	256,320	64,080

The course of action for executing an airlift is defined below and may be subject to change:

1. Emergency requirement received from customer (usually through e-mail).
2. Prime Vendor responds within 12 hours on availability to meet this requirement.
3. If the prime vendor cannot meet the requirement, it may be passed on to other prime vendors in the region for possible fulfillment.
4. If the prime vendor is able to fulfill the requirements, he or she will make arrangements to deliver goods to the customer within 60 hours of product availability request via commercial air given mil assets or TRANSCOM Tender processes are not available or preferred by the customer. The Contracting Officer or Contracting Officer Representative shall be the point of contact for this determination.
5. The Prime Vendor will be required to submit load characteristics to the Contracting Officer or Contracting Officer Representative to include but not limited to the number of tri walls (frozen, chill and dry), air pallets, pieces, weight and cube.
6. If neither TRANSCOM Tender nor Military air lift is utilized, the PV will need to coordinate all necessary landing permissions, offloading and drayage (including outside the wire deliveries – no mil escort) with the customer requiring delivery. Advance confirmation should be made as to responsibility for offloading. In some regions, the customer will offload. In other areas the air carrier will be required to perform offloading. Prime Vendor will e-mail all concerned parties of confirmation of receipt of goods.

PRIME VENDOR KUWAIT/IRAQ/JORDAN**SOW - Supplies/Services and Prices (continued)****II. Work to be Performed (continued)****J. Airlifts (continued)**

Airlift orders must be approved by the Contracting Officer, Contracting Officer Representative, or DSCP PV Program Manager. Airlift approvals are contingent upon CENTCOM's Air Mobility Division approving requests. Exceptions may apply to this process.

On occasion, airlift requests will be weeks/months in advance of a required delivery date (RDD) (i.e. in support of special holiday requirements or additions of new customers) and the timeline will be agreed upon.

K. Overland Transport of Product in support of Aerial Ports of Debarkation and Sea Ports of Debarkation (APOD/SPOD) and Port to Port shipments

As directed by the Contracting Officer, the prime vendor will be required to transport product to or from the APOD and SPOD locations closest to the prime vendor warehouse locations in support of US government sponsored air shipments or port to port movements. Transports must be requested via e-mail or other written correspondence by the Contracting Officer or Contracting Officer Representative. As a minimum, the prime vendor would be required to perform the following tasks:

- i. Coordinate with DSCP designated personnel for the specific mission requirements, transport time, location, and destination.
- ii. Organize and deploy warehousing, transportation, and personnel assets to the respective sites to fulfill or receive shipments.
- iii. Provide transport of pallets, dunnage of air pallets, tarping and strapping of goods.
- iv. Protect goods from moisture, contamination and any other damage.
- v. In case of delayed or cancelled flights, restock, re-ice, and repack supplies.

The estimated requirements for overland transport (APOD/SPOD and Port to Port) are as follows:

Description	Unit of Measure	Zone 1 Qty per Month	Zone 2 Qty per Month
Per Dry FEU Truck or Flatbed	Per Round Trip Delivery	10	5
Per Refrigerated FEU Truck	Per Round trip Delivery	40	20

L. Overland Transport of Product Between Kuwait and Jordan

As directed by the Contracting Officer, the prime vendor may be required to divert product between Kuwait and Jordan. Diversions can only be authorized via e-mail or other written correspondence by the Contracting Officer or Contracting Officer Representative and may not be used to rectify a situation created by lack of planning on the PV's part.

The estimated requirement for overland diversions between Kuwait and Jordan are as follows:

Description	Unit of Measure	Qty per Month
Per Dry FEU Truck or Flatbed	Per Round Trip Delivery	5
Per Refrigerated FEU Truck	Per Round trip Delivery	20

PRIME VENDOR KUWAIT/IRAQ/JORDAN**SOW - Supplies/Services and Prices (continued)****Work to be Performed (continued)****M. Prime Vendor Product Transfers**

DSCP Prime Vendors will be permitted to transfer product between one another based on their own agreements. However, the receiving prime vendor must catalog the item(s) at the actual unit price as defined in this solicitation which is equal to product price plus the receiving prime vendor's distribution price. If the receiving prime vendor paid the selling prime vendor more than the product price, the difference between the product price and the selling prime vendors price may be separately billed to the Government via a manual invoice. The manual invoice must be submitted to the Contracting Officer along with the supporting documentation, including but not limited to the manufacturer invoice and a letter of agreement between the two prime vendors. The Contracting Officer will determine price reasonableness on the additional expense and the Contracting Officer's decision shall be final.

III. FULL FOOD SERVICE MANAGEMENT AND FOOD PREPARATION

- A. The Prime Vendor in addition to providing Subsistence items, **may be required** to provide the full food service management, personnel, supervision of the dining facilities (also known as Mess Halls and Galleys) to include Brigs/Military Prisons, attendant (custodial) services and food preparation services. The Prime Vendor's management functions shall include at a minimum planning, organizing, directing and coordinating various aspects of a large institutional style food service establishment. The Prime Vendor shall staff each dining facility with a manager, subsistence clerk to process food orders via the Government's food service ordering systems, attendant supervisor and food service employees. The Prime Vendor must ensure that all food employees are fully knowledgeable on food service tasks and receive food safety and Hazard Analysis and Critical Control Point (HACCP) training.
- B. The Government may provide food service personnel such as but not limited to active duty military cooks to perform food preparation functions at some of the dining facilities. The Government food service personnel will not work directly for nor be supervised by the Prime Vendor.
- C. The Prime Vendor will continuously prepare food items at selective interval during the entire meal period as the food is consumed (i.e. continuous preparation of vegetables, cook to order hamburgers, steaks, fried eggs, pancakes and cold sandwiches, etc). This procedure ensures fresh, high quality cooked food to customers on a continuous basis. The objective is to match the flow of patrons through the serving line so that freshly prepared and high quality food is always provided. The Prime Vendor will also be required to follow the Master Menu document. The Master Menu document provides the daily breakfast, lunch, dinner, breakfast brunch and dinner brunch menu for each calendar day of the month, to include menu variations and daily menu for fast food/carry out.
- D. The Master Menu specifies menu choices (except leftovers), including individual breads, salads, desserts, soups, self-serve items, specialty bars (salad, taco, deli, pasta, potato and etc) and condiments to be served during each meal. The Prime Vendor may be required to attend Menu Planning Board meetings.

PRIME VENDOR KUWAIT/IRAQ/JORDAN**SOW - Supplies/Services and Prices (continued)****III. Full Food Service Management & Food Preparation (continued)**

- E. The Government will not assess or evaluate the Offerors abilities to provide full food service management and food preparation services at time of award. If the Prime Vendor is required to provide food service management, then the Prime Vendor will be required to provide a detailed plan outlining at a minimum the Contractor's ability to manage and perform food preparation functions including staffing the dining facilities. The Prime Vendor will also be required to provide a pricing plan to provide full line food service management and the cost per single meal (i.e. cost to serve breakfast meal, etc). The Prime Vendor will be provided the specific requirements for each branch of the Military Services dining facilities.
- F. The Offeror [] Does, [] Does Not, have the capabilities to provide the full food service management and food preparation services.

IV. FOOD SERVICE OPERATING SUPPLIES (FSOS)

Definition: consumable or disposable products associated with the preparation of serving food. This includes but is not limited to plastic, foam, paper goods and cleaning supplies. The Prime Vendor may be required to add FSOS items to their catalog. Distribution prices will be negotiated and evaluated at that time.

V. PRIVATE SECURITY

The Prime Vendor is currently prohibited from using private security within Iraq. However, if private security is allowed in the future, and the government determines that the Prime Vendor may use private security, the vendor will be given notice of the requirement and the vendor's proposal for private security would be negotiated and evaluated at that time.

VI. TRANSPORTATION

- A. As the Government reserves the right to use the system that provides the best services to our customers (readiness included as a factor) the following applies:
1. The Prime Vendor will be required to ship the products from the United States within the United States Defense Transportation System (DTS). Offerors will use established Government rates under the Universal Services Contract (USC) with the United States Transportation Command (USTRANSCOM). The Contractor will contact the Defense Distribution Center, New Cumberland (DDC) Transportation Planning, via Distribution Planning and Management System "DPMS" web site and request bookings. The Transportation Planning team will book or provide authorization/instruction to the contractor in order to book the required sea vans using Integrated Booking System (IBS) or Direct booking with the authorized carrier. The carrier will be responsible for the transportation of the Contractor's products from its CONUS distribution facility to its OCONUS distribution facilities in Kuwait and Jordan. This transportation method is known as "Point to Point" delivery.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW - Supplies/Services and Prices (continued)VI. Transportation (continued)

2. The DDC Representative, in coordination with the Prime Vendor representative, will ensure the necessary arrangements for ocean transportation, bookings and freight forwarding to the Prime Vendor's OCONUS facility, unless otherwise specified in the contract.
3. Shipping Instructions for the Prime Vendor will be available via a web site. The site will be provided to the Prime Vendor upon award. The Prime Vendor will be required to generate the Transportation and Control Movement Document (TCMD), commercial invoice, commercial packing list and Consulate letter that will be used to identify that the products being shipped by the Contractor are for "U.S. Armed Forces".
4. For all shipments to OCONUS Distribution Facility(S), all product is required to be palletized in full vanload quantities. Full vans of product are required for delivery to one individual OCONUS Distribution Facility(s).
5. When a carrier is utilized pursuant to the USC, the applicable Government designated Ocean carrier will provide sea vans and transport them to the Prime Vendor's CONUS distribution facility. The Prime Vendor will load the vans at their distribution facility in accordance with the terms outlined in Section entitled, "**Packaging/Packing**". The Government designated Ocean carrier will then pick up the loaded vans and transport them to the applicable Port for subsequent shipment through the DTS. Upon arrival at the OCONUS Port(s), the freight forwarded shipment will be transported to the Prime Vendor's OCONUS Distribution Facility(s). by a USTRANSCOM carrier.
6. In order to enforce this requirement, the Prime Vendor shall assign a customer representative to the contract, who will be solely responsible to over see this process.
7. Prime Vendor responsibility under the DTS transportation method: the Prime Vendor will be responsible for pre-cooling (where appropriate), properly loading and contacting the ocean carrier for drayage of the loaded container to the embarkation port. The Prime Vendor will be responsible for making a visual inspection of the container to ascertain that it is intact and that equipment appears to be operable. The Prime Vendor will be responsible for any detention charges and arranging the return of empty containers to the Government designated ocean carrier, but will not be responsible for return drayage. If the U.S. facility the Prime Vendor distributes product from is more than 500 miles from the CONUS port, the Government will provide drayage to the port if there are no carrier rates in the current USC Contract to cover that portion of the drayage. These moves will need to be carefully coordinated with the DDC in order to avoid additional charges caused by unavailability of product. If such charges are incurred, it will be the responsibility of the Prime Vendor to cover such charges and not the Government.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW - Supplies/Services and Prices (continued)**VI. Transportation (continued)**

8. DSCP has been advised by USTRANSCOM that the average “Point to Point” delivery time to Kuwait and Jordan averages forty-nine (49) days. However, delays may occur and the Contractor will be responsible for maintaining sufficient stock levels in its OCONUS facility(s) to cover any such delays in transport. Any resultant claims for cost lie against the USTRANSCOM contract carrier. The Government has no Liability for late delivery or damage to goods in transit. The terms and conditions of the USTRANSCOM contract with the designated carrier govern carrier liability for any loss or damage to products during “Point to Point” transportation, and the contractor is solely responsible for developing and presenting any claims for delay, loss, or damage to the USTRANSCOM designated carrier, which is solely responsible for any liability. The contractor is cautioned that in some instances the USTRANSCOM contract carrier may have limited or no liability under the terms of the USTRANSCOM contract (see B. Insurance/Liability and Claims, below).

9. Palletization requirements for all Overseas Shipments:

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

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

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

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW - Supplies/Services and Prices (continued)**VI. Transportation (continued)**

B. INSURANCE, LIABILITY, AND CLAIMS

DSCP will be identified as an authorized ordering office, through the Defense Distribution Center (DDC), for the Universal Services Contract (USC), a contract awarded by the United States Transportation Command (USTRANSCOM). The Prime Vendor will transmit its transportation requirements to DSCP, which will arrange government-funded transportation through orders against the USC. The Prime Vendor's products will be shipped through the Defense Transportation System (DTS) via commercial carriers receiving USC awards. Although these carriers are responsible for any loss or damage to the products they transport, such responsibility or liability is limited by the terms of the Universal Services Contract, as well as, maritime law, customs, and practices, e.g., Carriage of Goods by Sea (COGSA) limitations 46 U.S. App. § 1300 *et. seq.*; Force Majeure; Carmack Amendment 49 USC § 14706; etc. The current USTRANSCOM carrier contract can be viewed at <http://www.sddc.army.mil/Public/Doing%20Business%20with%20SDDC/Contracts?summary=fullcontent>

During the implementation period as defined in the solicitation, the Prime Vendor contractor shall enter into an agreement with the USC carriers handling routes within the Prime Vendor's geographical responsibility to develop a claims process involving the Prime Vendor contractor and the USC contractor(s). The purpose of such an agreement is to establish a working relationship with the USC contractor(s) in order to facilitate the transportation of product and to establish points of contact in order to resolve any issues that may arise during the performance of this contract. Such an agreement shall address issues such as claims resolution for losses and damage to Prime Vendor cargo and the handling of detention charges. The Prime Vendor shall pay the USC carriers directly for any detention charges incurred by the Prime Vendor. The Prime Vendor contractor shall provide the DSCP Contracting Officer with a copy of such agreement, as well as, any contact information that it receives from the USC contractor(s). The Prime Vendor shall update this information as necessary and provide the Contracting Officer with any changes made to such agreement.

The Government is not responsible or liable for any loss or damage to the Prime Vendor's products shipped through the DTS. Any such losses or problems can be mitigated by establishing a good working relationship with the carriers, being familiar with the terms and conditions of the USTRANSCOM contract, and obtaining maritime insurance for the products shipped. Any discrepancy reports, notice of claims or claims for such loss or damage, as well as, any other communications regarding such loss or damage, shall be submitted by the Prime Vendor directly to the carrier for resolution, not to DSCP or USTRANSCOM. The Prime Vendor shall copy the DSCP Contracting Officer with any such claims, notice, or reports. At the request of the Prime Vendor, the DSCP Contracting Officer may facilitate the resolution of the claim, but all communications regarding the claim shall be between the Prime Vendor and the carrier and not through DSCP or USTRANSCOM. This procedure is not subject to change or modification, except by the DSCP Contracting Officer. If the Prime Vendor is unable to communicate directly with the carrier for any reason, it should promptly so advise the DSCP Contracting Officer.

PRIME VENDOR KUWAIT/IRAQ/JORDAN**SOW - Supplies/Services and Prices (continued)****VI. Transportation (continued)****C. CUSTOMS:**

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

D. PRIME VENDOR RESPONSIBILITIES

1. The Prime Vendor will be responsible for all documentation and required paperwork, as well as packaging/packing and marking of products as originally stated in the solicitation.
2. The Prime Vendor will be responsible for making a visual inspection of the container to ascertain that it is intact and that all equipment appears to be operable.
3. All freeze and chill trucks will use temperature recording devices, readings of which will be made available upon request.
4. Additionally, the Prime Vendor will be responsible for the pre-cooling vans, when appropriate, and loading vans.

E. GOVERNMENT RESPONSIBILITIES

1. USTRANSCOM will be responsible for the contracting of transportation of products from the Prime Vendor's CONUS Distribution Warehouse(s) to the Prime Vendor's OCONUS warehouse(s).
2. The DDC transportation representative in coordination with the Prime Vendor will be responsible for making ocean transportation bookings that provide transportation from the Prime Vendor's CONUS facility to the door of the PV's OCONUS facility and setting up transportation from the OCONUS port to the Prime Vendor's OCONUS facility. Unless otherwise specified in the contract, the Prime Vendor or USTRANSCOM Representative will be responsible for arranging the return of empty containers to the Ocean Carrier.

VII. STATUS OF FORCES AGREEMENT (SOFA)

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

PRIME VENDOR KUWAIT/IRAQ/JORDAN**SOW - Supplies/Services and Prices (continued)****VII. SOFA (continued)**

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

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

VIII. THEATRE SUPPORT**A. Management:**

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

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

The contractor shall promptly resolve, to the satisfaction of the contracting officer, all contractor employee performance and conduct problems identified by the contracting officer or his/her designated representative.

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

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW - Supplies/Services and Prices (continued)**VIII. Theater Support (continued)****B. Risk Assessment and Mitigation:**

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

The contractor will conduct physical and medical evaluations of all its employees at their own expense to ensure that they are capable of enduring the rigors of performance under this contract. The contractor will designate a point of contact for all of its plans and operations. The contractor will prepare plans for support as required by contract or as directed by the Contracting Officer.

For the purpose of issuing ID badges, and for access purposes, the contractor will provide a list of suitable or qualified subcontractors including local vendors in an area of operations.

C. Vehicle and Equipment Operation:

The contractor shall ensure that employees possess the required civilian licenses to operate the equipment necessary to perform the contract in the theater of operations in accordance with the statement of work.

The contractor and its employees may be held jointly and separately liable for all damages resulting from the unsafe or negligent operation of equipment.

D. Container Management:

The contractor shall be responsible for managing the flow of containers from the port through the warehouse and into the theater. Planned and unplanned delays such as supply route blackouts, local holidays and border closures must be considered in the schedule for container movement. Best efforts must be made to eliminate detention charges and reduce port storage fees on reefers while ensuring containers carrying "Not-in-Stock (NIS)" items are pulled first, followed by special meal containers. The contractor must avoid overstocking its warehouse when pulling containers from the port.

E. Security Measures/Force Protection:

The DSCP Subsistence Directorate provides worldwide subsistence logistics support during peacetime as well as during regional conflicts, contingency operations, national emergencies and natural disasters. At any time, the United States Government, its personnel, resources and interests may be the target of enemy aggression to include espionage, sabotage or terrorism. This increased risk requires DSCP to take steps and insure steps are taken to prevent the deliberate tampering and contamination of subsistence items.

PRIME VENDOR KUWAIT/IRAQ/JORDAN**SOW - Supplies/Services and Prices (continued)****VIII. Theater Support (continued)**

As the holder of a contract with the Department of Defense, the awardee should be aware of the vital role they play in supporting our customers. It is incumbent upon the awardee to take actions to secure product delivered to all military customers as well as any applicable commercial destinations. We strongly recommend all firms to review their security plans relating to plant security and security of product in light of the heightened threat of terrorism and secure product from adulteration.

The Offeror will insure that all products and/or packaging have not been tampered or contaminated throughout the manufacturing, storage and delivery process. The Offeror will immediately inform DSCP Subsistence of any attempt or suspected attempt by any party or parties, known or unknown, to tampering with or contaminate subsistence supplies.

The following security guidance is provided:

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

Review lighting and camera conditions at their facilities and consider whether fencing and locking devices are adequate. Never leave open trucks unattended, and use bolt-seals when possible to designate loaded trailers. Security seals shall be properly placed on all delivery vehicles and registered/logged in per delivery. Ensure employee background checks are up to date. Ensure drivers have communication devices available in the event of an emergency and establish emergency phone numbers for them to use. Firms should keep a low profile and share customer routes, etc. on a need to know basis. Review of overall organizational corporate security plans should be conducted and consider whether private security firms are needed to assess or reduce risk. It is important to convey to all warehouse, office and fleet personnel that security should not be taken lightly and any suspected adulteration or evidence of product tampering must be reported immediately.

When split/consolidated deliveries are authorized, the refrigerated units are required to be sealed after each delivery point. The prime vendor shall be responsible for providing the seals. The military liaison or designated representative at the drop-off point shall be responsible for re-sealing the reefer with the new seal and annotating the number on the delivery ticket. Under no conditions will drivers re-seal reefers or complete the associated paperwork. Split/consolidated deliveries made in conditions other than those cited above are subject to be rejected by the customer.

PRIME VENDOR KUWAIT/IRAQ/JORDAN**SOW - Supplies/Services and Prices (continued)****VIII. Theater Support (continued)****E. Passports, Visas and Customs Clearance:**

At the contractor employee's and/or contractor's expense, the contractor employees shall obtain all passports, visas, badges or other documents necessary to enter and/or exit any area(s) identified by the contracting officer. Contractor personnel, as identified by the Contracting Officer or Contracting Officer Representative, are authorized to receive Common Access Cards (CACs) and/or other Base Access Badges, which shall be issued by U.S. Government Authorities at the nearest available facility to the work location of the contractor.

The prime vendor shall communicate directly with the customer to obtain access requirements. A plan of action for adherence to access requirements must be submitted to the Contracting Officer within 30 days of contract award. The plan of action shall include the contractor's understanding of the access requirements per the U.S. Military and the Kuwaiti, Jordanian, and/or Turkish Governments and how long it will take to meet the requirements.

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

F. Tour of Duty / Hours of Work:

The contractor shall comply with all duty hours and tours of duty identified by the contracting officer or his/her designated representative. The contracting officer, or his/her designated representative, may modify the work schedule to ensure the government's ability to continue to execute its mission.

IX. AWARD DETAILS

The Government intends to make two awards, one per zone. The intent is to have two different contractors, one for each of the separate zones. In order to ensure that two sources are available and to ensure the continuous availability of reliable sources of supplies, the Government reserves the right to exclude, under the authority of FAR 6.202, the awardee under one of these zones from being eligible for award under the other zone. However, Government reserves the right to make one award for both zones, as necessary to support both zones if it is in the government's best interest.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW - Supplies/Services and Prices (continued)**IX. Award Details (continued)**

Any award made against this solicitation will result in an Indefinite Quantity Contract of a base period of two (2) years and include two (2) available option periods of up to two (2) years each. The Government also reserves the right to rescind the solicitation and not to make any awards.

Because each zone has separate requirements from the other, the fair opportunity and competition requirements of FAR 16.505 and DFARS 216.505-70 are not applicable to orders issued against the contracts resulting from this solicitation.

X. OPTIONS

This solicitation will result in one or two indefinite quantity type contracts that will have two (2) year base periods and two (2) available option periods that may last up to two (2) years each. It is mandatory that all offerors must agree to accept each option period, if invoked by the contracting officer.

Note: Failure to indicate acceptance of the option by annotating the offeror's option year percentage change shall be deemed as non-acceptance of the option, and may result in the rejection of the offeror's entire proposal.

If invoked, option years become effective the day after the end of the two-year base ordering period and each succeeding two (2) year option period. Sixty days notice of intent to invoke an option will be provided to the contractor. The option will be invoked no later than three days prior to the expiration of the base period or succeeding option period. Acceptance of the options by the successful Contractor is mandatory - see clause 52.217-9P12, "Option for Indefinite-Delivery, Indefinite-Quantity Contract Term Extension (Mar 2000) DSCP appearing in the clauses section of this solicitation.

Prices will be evaluated inclusive of the options; i.e., the totals for all prices for the base period plus the two option periods will be added together to arrive at the total aggregate dollar value. This dollar value will be used as the basis for evaluating offers.

In addition to the price evaluation, the Contracting Officer will consider the contractor's performance under the contract before exercising an option.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW - Supplies/Services and Prices (continued)**XI. ESTIMATED VALUE/GUARANTEED MINIMUM/MAXIMUM****A. QUANTITY:**

The quantities shown represent the quantities estimated to be ordered over each two year contract period. These quantities are based on current Government methodologies and are subject to change, and the Government has no obligation to actually order the estimated amounts nor any liability if the estimates are either substantially more than or less than the actual amount ordered; however, the guaranteed minimum in terms of dollars will apply. Quantities shown are overall and are not broken down by customer.

- B. ACQUISITION VALUE:** The estimated dollar value of this solicitation is \$9,436,670,759.82 among both zones in the event that the base period and all option periods are invoked. The maximum dollar value will be \$23,563,266,406.20 for each contract, inclusive of option periods.

The guaranteed minimum for each zone will be one percent (1%) of the zone's estimated dollar value per contract period.

Zone 1

	Estimated Dollar Value	Guaranteed Minimum
Base Period	\$2,617,474,045.14	\$26,174,740.45
Option 1	\$2,617,474,045.14	\$26,174,740.45
Option 2	\$2,617,474,045.14	\$26,174,740.45
Total	\$7,852,422,135.42	\$78,524,221.35

Zone 2

	Estimated Dollar Value	Guaranteed Minimum
Base Period	\$ 528,082,874.80	\$ 5,280,828.75
Option 1	\$ 528,082,874.80	\$ 5,280,828.75
Option 2	\$ 528,082,874.80	\$ 5,280,828.75
Total	\$1,584,248,624.40	\$15,842,486.25

XII. ADDITIONAL CUSTOMERS

- A.** Additional DLA authorized customers in Kuwait, Iraq, and Jordan may be added or deleted at no additional cost to the Government based on a mutually agreed upon implementation plan.
- B.** During times of contingency/deployment, the contractor will be expected to be able to support an additional new customer's orders within 48 hours of notification or receipt of order.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW - Supplies/Services and Prices (continued)**XIII. PRICING**

Pricing will be based on the following formula:

Contract Unit Price = Product price + Distribution Price (Normal and/or Premium)

A. Definitions:

1. Contract Unit Price: The contract unit price is the total price (in U.S. currency) that is charged to DSCP per unit for a product delivered to the Government

Note: Multiple Unit Prices for the same item are not permitted.

2. Product Price:

a) The product price will be derived in one of two manners for this solicitation: 1) through the use of DSCP's Manufacturers Price Agreements (MPAs); or 2) through the use of commercial pricing. When a DSCP MPA is available, the MPA price shall be used for the product price. When a DSCP MPA is not available, the Product Price shall be limited to the original manufacturer's or grower's price for product. The Product Price shall be based on FOB Origin/Point of Manufacture. In addition, the Product Price shall exclude all costs that are required to be covered in the normal distribution price, including but not limited to, all transportation, broker and dealer costs and fees; and it shall exclude all costs that are required to be covered in the premium distribution price.

b) Upon request, for existing catalog items, for any new items being added to the catalog and for price redeterminations to existing catalog items, the Product Price shall be supported with invoice or quote documentation directly from the manufacturer or grower or with Letterhead respective to the Brand Name or Private Label item as long as the document states the location of manufacturer or grower and represents the FOB Origin / Point of Manufacturer Price. Early payment discount terms shall be specified on all invoices and/or quotes.

c) A CONUS-based manufacturer's pricing which is a national commercial price inclusive of transportation costs to a Distribution Point shall be supported by documentation and may be considered by the Government to be the product price on a case by case basis, upon concurrence of the contracting officer.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW - Supplies/Services and Prices (continued)**XIII. PRICING (continued)****A. Definitions (continued)**

3. Normal Distribution Price: The normal distribution price is defined as a firm fixed price and offered as a dollar amount, which represents all elements of the unit price, other than the product price and premium distribution price. The normal distribution price includes the Prime Vendor's projected general and administrative expenses, overhead, profit, packaging/marketing/labeling costs, all Non Point of Manufacturer fees (CONUS and OCONUS Broker, Dealer, Subcontractor and Fresh Fruit and Vegetable Consolidation Point fees) including, but not limited to procurement, storage, consolidation, pallets, palletizing and distribution work. It also includes the Contracting Officer Representative (COR) & Customer Liaison Officer (LNO) office space and equipment, all transportation costs (unless the item is a Contracting Officer-approved National Commercial Price inclusive of transportation costs to a Distribution Point) from the original CONUS and OCONUS Points of Manufacturer to the point where the over ocean container is loaded, all transportation costs from the Prime Vendor's OCONUS distribution facility(s) to customer locations in Kuwait and Jordan and to the border of Iraq, overland trucking (diversions between Kuwait and Jordan, APOD/SPOD and port to port) and Iraq backhauling and any other elements of pricing not defined in this solicitation. Additionally, if DTS does not apply as described in paragraph (5) below, the normal distribution price will include all transportation costs from the original OCONUS Point(s) of Manufacture to the Prime Vendor's OCONUS Distribution Facilities. The normal distribution price shall remain fixed for the base period of the contract, and is subject to any agreed option period adjustments. The normal distribution price shall exclude DTS Ocean Shipping Costs referenced below and Premium Distribution Prices separately priced elsewhere in the schedule.

4. Premium Distribution Price: The premium distribution price is defined as a firm fixed price and offered as a dollar amount, which represents all elements of pricing related to the following requirements:

- a. Government Furnished Material (GFM) storage, open case inspection, open case re-work, labeling, re-labeling and disposal (see pages 50-51).
- b. Army Veterinary Inspector (AVI) Office Space and Equipment (see pages 54-55).
- c. Commercial Airlifts, Pallets, and Ice (see pages 56-58).
- d. Iraq Vehicle Transportation (Limited to risk, elevated insurance, in-transit visibility, recovery, demurrage, and other reasonable and allowable costs that the prime vendor finds necessary to include that are unique to the expense of operating a vehicle in Iraq (see page 52).
- e. Iraq Transportation Officer Program & Iraq Customer Service Representatives (see page 53).
- f. Iraq Squad Leader Program (see page 53).

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW - Supplies/Services and Prices (continued)**XIII. PRICING (continued)****A. Definitions (continued)****4. Premium Distribution Price (continued)**

This premium distribution price shall remain fixed for the base period of the contract, and is subject to any agreed option period adjustments. The premium distribution price shall exclude Normal Distribution Prices separately priced elsewhere in the schedule.

Note: The normal distribution price includes transportation costs to customer locations in Kuwait and Jordan and to the border of Iraq. The premium distribution price for Iraq Vehicle Transportation and commercial airlifts shall be exclusive of the transportation amount captured under the normal distribution price.

5. United States Defense Transportation System (DTS) Ocean Shipping Costs

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

B. Only the product price component of the contract unit price is subject to adjustment under this acquisition in accordance with the DSCP Manufacturer Pricing Agreement and/or Prospective Price Redetermination language stated herein. Distribution prices are fixed however DSCP will accept contractor offered price reductions at any time or price reductions may be applied via a contract modification to remove a program requirement.

XIV. CATEGORIES OF ITEMS

A. The items to be procured under this contract have been broken down into separate food categories for purposes of proposing distribution prices. Category /distribution prices are to be offered based on the unit of measure stated on the below category/distribution list. Offerors must utilize the categories listed below. **No substitutions, deletions, or additions to the categories or units of measure indicated below are authorized.** However, if any offeror feels that a substantial category has been eliminated, the offeror must bring it to the attention of the Contracting Officer BEFORE the closing date. A determination will be made at that time whether or not to add the category via an amendment to the solicitation.

PRIME VENDOR KUWAIT/IRAQ/JORDAN**SOW - Supplies/Services and Prices (continued)****XIV. CATEGORIES OF ITEMS (continued)**

- B. The category/distribution list is designed for distribution pricing to be submitted in the two methods described below. It is mandatory that all offerors submit distribution pricing using both methods. Failure to submit the distribution prices using both methods may result in the rejection of the offeror's entire proposal. The Government reserves the right to make awards in the best interest of the Government using either pricing approach.
- a. Method 1 Pricing
- i. Normal and premium distribution prices will be captured via a total combined distribution price per unit of measure for item categories 1 through 189, see below and attachments 1 and 2. Categories 190 through 216 will not be utilized.
 - ii. Normal and premium distribution prices shall be submitted as a per unit of issue value, in relation to distribution, in \$ value per pound, case or as otherwise specified for each item on the schedule. This means that prices submitted in unit of measure on attachments 1 and 2 shall be converted to unit of issue values in attachments 3, 4 and 5. Attachments 3 thru 5 have been formatted to automatically capture and convert the values placed in attachments 1 and 2.
 - iii. All premium distribution prices shall be itemized on attachments 1 and 2. Premium distribution pricing for AVI office space and equipment is only applicable to Zone 1.
 - iv. All GFM items are identified via categories 179 through 189; therefore, storage and re-work costs may only be assigned categories 179 through 189 on attachments 1 and 2. All other non-GFM categories must carry a zero distribution price for GFM storage and re-work. Attachments 1 and 2 have been formatted to prevent offerors from inserting GFM storage prices in unrelated categories.
 - v. Should an itemized requirement no longer exist (i.e., should the government remove or reduce a premium requirement, should the transportation system be replaced with private security, should the zones no longer be considered contingency zones or should the contracts be awarded using method II pricing) the prime vendor is required to immediately mitigate any costs allocable to the itemized subjects and the government will adjust the total combined distribution fees accordingly to reflect the absence of these costs.
 - vi. If contracts are awarded using Method I distribution pricing, an annual review/reconciliation will be conducted by the Contracting Officer for each premium distribution category to determine the difference between the actual premium distribution price paid via the STORES purchase orders and the rates based on the proposal submission. If there is a variance greater than or less than 10 %, reconciliation will be required. Failure to agree on an adjusted price based on the reconciliation shall be subject to the Disputes Clause.

PRIME VENDOR KUWAIT/IRAQ/JORDAN**SOW - Supplies/Services and Prices (continued)****XIV. CATEGORIES OF ITEMS (continued)**

B(a). Method I Pricing (continued)

- vii. If contracts are awarded using Method I distribution pricing, the government reserves the right to establish a separate method of billing for the premium distribution prices. The product price plus the normal distribution price per item will be captured in the prime vendor catalog as the unit price for food orders, receipts, delivery tickets, invoices, billing and payments. The prime vendor will be required to create duplicate administrative catalogs to capture the premium distribution costs. The administrative catalogs will be used to calculate the appropriate charges based upon the customer food orders in STORES. Once the amount is calculated, an order for that amount will be placed in STORES for the customer using local stock numbers designated for itemized billing/costs. The total premium amount will be placed on order, receipted, invoiced, billed and paid separately based on the original food order quantities. This process will be coordinated between Contracting Officer and the prime vendor post award if separate billing is required.

b. Method II Pricing

- i. The product price plus the normal distribution price per item, per unit for item categories 1 thru 189 will be established as the prime vendor catalog unit price for food orders, receipts, delivery tickets, invoices, billing and payments. All premium distribution prices will be captured via Categories 190 thru 216. The prime vendor will be required to submit separate invoices to the Contracting Officer in the frequency indicated below for the premium distribution price payment.
- ii. Each invoice must be certified by the prime vendor to reflect the amount of service actually provided. Each invoice must be verified and signed by the Contracting Officer Representative and approved by the Contracting Officer. The approved invoice amount will be placed on order via STORES using local stock numbers designated for itemized billing/costs, receipted, invoiced, billed and paid. Detailed support documentation must be submitted with each invoice. The invoice and documentation shall be cumulative for a one(1) month period, and must be submitted no later than the 15th day of the following month; e.g. for the period of January 1 through January 31, referenced invoices must be received by February 15.

PRIME VENDOR KUWAIT/IRAQ/JORDAN**SOW - Supplies/Services and Prices (continued)****XIV. CATEGORIES OF ITEMS (continued)**

B(b). Method II Pricing (continued)

1. GFM Storage – Monthly

GFM will be ordered by the customer directly from the prime vendor catalogs at the GFM distribution price (categories 179 thru 189).

Invoices for GFM storage (categories 190 thru 200) shall be based on more than 30 days after the receipt date of product into the distribution facility. Any product that is received and ordered by the customer within 30 days shall not accumulate storage charges. Any product remaining at day 31 shall accumulate the storage charge for the first 30 days and every full 30 day period of storage thereafter. Storage charges shall not accumulate per day nor be prorated as a daily charge. Also, storage payments will only be made on product that is within its original or VET extended shelf life. Storage payments will not be made on expired product.

The prime vendor must maintain and submit along with the storage invoice a detailed spreadsheet of all GFM received into inventory. Sorted by receipt date and item description, it must list all pertinent information including the associated invoice number, receipt date, NSN, item description, item expiration date, extended expiration date, quantity received, quantity delivered, quantity remaining in inventory, total days in inventory, disposal date, quantity billed, unit distribution price, and total charge.

2. GFM Re-work (open case inspection, open case re-work, labeling & disposal) – Monthly (Categories 201 thru 204)

A copy of the KO or COR requirement and authorization must be submitted with the invoice along with any other pertinent documents that show that the work was performed.

3. AVI Office Space and Equipment – Monthly – Zone 1 only (Category 205)

Space measurements and an itemized list of equipment and services utilized for the office must be submitted with each invoice. The established distribution price for office space and equipment has a unit of measure “per office;” therefore, any reduction to the requirement will require a reduction to the distribution price, which will be negotiated and evaluated at that time.

PRIME VENDOR KUWAIT/IRAQ/JORDAN**SOW - Supplies/Services and Prices (continued)****XIV. CATEGORIES OF ITEMS (continued)**

B(b). Method II Pricing (continued)

4. Air Lifts, Pallets, and Ice – Monthly (Categories 206 thru 211)

For commercial airlift, the PV will need to directly pay the airfreight provider and subsequently invoice DSCP for reimbursement. The airlift costs (actual costs only) will be reimbursed by DSCP for all commercial freights unless the airlift is used to rectify a situation created by lack of planning on the prime vendor's part; therefore, no distribution category is assigned for airlift costs. A copy of the KO or COR authorization must be submitted with the invoice along with the actual airfreight invoice, which must be presented in English.

A copy of the KO or COR authorization must also be submitted with the pallet and ice invoice. If the airlift, pallet and ice invoices are related, they must be submitted at the same time. All pallet and ice invoices must be submitted with a spreadsheet that specifies all pertinent information including, but not limited to the related prime vendor invoice number, associated aircraft, flight number, registration, departure time, arrival time, customer name and DODDAC, number of pallets (dry non-tri-wall, dry tri-wall, chilled tri-wall, and frozen tri-wall), amount of wet and dry ice, unit distribution price, and total charge.

5. Iraq Premium Transportation (Vehicles) – Bi-Weekly (Categories 212 thru 214)

The prime vendor shall submit a bi-weekly vehicle invoice for all vehicles that entered into the Iraq convoy system during the previous two weeks for Iraq delivery. Payment will be based on the vehicles entrance into the Iraq convoy system.

The prime vendor must maintain and submit along with the vehicle invoice a detailed spreadsheet of all Iraq purchase orders, the associated trucks that entered into the convoy system, and the associated convoy report. Sorted by purchase order number, the spreadsheet must contain the purchase order number, invoice number, required delivery date, and an itemized listing of the associated trucks including all pertinent vehicle information including the vehicle number, vehicle type, vehicle contents, driver name, destination, departure date, vehicle invoice number, distribution price (dry or refrigerated) and total vehicle charge per order.

No additional fees shall be charged for Iraq premium transportation.

PRIME VENDOR KUWAIT/IRAQ/JORDAN**SOW - Supplies/Services and Prices (continued)****XIV. CATEGORIES OF ITEMS (continued)**

B(b). Method II Pricing (continued)

6. Iraq Customer Service Representatives (CSR's) and Iraq Transportation Officers (TO's)– Monthly (Category 215)

The prime vendor must maintain and submit along with the CSR/TO invoice a database of CSR's deployed in Iraq during the previous month and a list of TO program participants. Sorted by name and duty location, it must include all pertinent information about the employee and the assignment including the name, identification number, duty station, period of performance, accomplishments, distribution price per person, number of persons, total charge for the month and the invoice number.

7. Iraq Squad Leader (SL) Program – Monthly (Category 216)

The prime vendor must maintain and submit along with the SL invoice a list of the SL's and their completed missions. Sorted by name, it must include all pertinent information about the employee and completed missions including name, identification number, mission date, purchase order number, remarks regarding the success of the mission, per person distribution price, total distribution amount and the invoice number.

- C. Distribution Prices shall be formatted to no more than two (2) places to the right of the decimal point, for example \$1.50. Offerors must utilize the Government's item category listing below. Normal distribution prices and the combined total (normal plus premium) distribution price per category must be presented on attachments 1 and 2.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW - Supplies/Services and Prices (continued)**XIV. CATEGORIES OF ITEMS (continued)**

D. Item Categories:

#	Category Description	Unit of Measure
1	Primal Steak Cuts, Raw, Tenders, Strip Loin, Rib Eye, Short Loin	LB
2	Primal Roasts, Raw, Whole, Tenders, Strip Loin, Rib Eye, Short Loin, Prime Rib	LB
3	Beef, Raw, Roasts (i.e., Steamship, Knuckles, Chuck), Stew Meat, Braising Steak, Raw Fajita Meat, Diced Beef	LB
4	Beef-Patties, Ground, Bulk, Raw	LB
5	Beef-Precooked Products (Excludes Precooked Ground Beef and Salisbury Steak, Corned Beef)	LB
6	Beef-Precooked Products – Precooked Ground Beef, Salisbury Steak, Cooked Fajita Meat, Meatballs, Sausage	LB
7	Poultry-Raw, Minimally Processed Bone-in – Cut Quarters, 8 piece Cut, Halves, Whole, Cornish Hens	LB
8	Poultry-Raw, Boneless and Raw, Breaded or Un-breaded Processed	LB
9	Poultry-Precooked Products, Turkey Breast, Chicken	LB
10	Pork-Raw, Whole Loins, Chops, Steaks	LB
11	Pork, Raw, Roasts (excluding loins), Ribs, Breaded and Un-breaded fabricated items (i.e., Breaded Pork Steak, Pork Stew Meat)	LB
12	Pork Precooked Products, Ham (Pit, Buffet, Spiral, Pullman) Ribs	LB
13	Precooked Products to include Sausage, Scrapple, Bacon, Pork Roll, Breakfast Ham, Pizza Toppings, Canadian Bacon	LB
14	Raw Sausage, Scrapple, Bacon, Pork Roll, Breakfast Ham, Bratwurst, Knockwurst	LB
15	Lamb, Veal, Game, Breaded Products	LB
16	Luncheon Meats, Franks, Corn Dogs	LB
17	Premium Sliced Deli-Meats, Air Dried Beef Products, Beef for Steak Sandwiches	LB
18	Shellfish Premium-Whole Lobster, Lobster Tails, Crab Legs	LB
19	Shellfish, Other – To include Shrimp, Oysters, Clams, Scallops, Crab Cakes – Unbreaded	LB
20	Shellfish, Other – To include Shrimp, Oysters, Clams, Scallops, Crab Cakes, Stuffed Shrimp – Breaded	LB
21	Fish, Whole, Portioned, Fillets, Solid Muscle, Unbreaded	LB
22	Fish-Formed, Fillets, Portioned, Breaded	LB
23	Fish – Imitation Crab and Lobster Meat, Cooked and Refrigerated	LB
24	Canned and Pouched Fish, Meats – Non refrigerated	CS
25	Frozen Specialty Entrees, RAW (Cordon Bleu, Stuffed Chicken Breasts, Stuffed Pork Chops, Seafood)	CS
26	Frozen Specialty Entrees, Precooked, (Stuffed Pork Chops, Seafood, Chicken Kiev)	CS
27	Shelf-Stable, Multi Serve, Meals, = or > 20 LB CS	CS
28	Shelf Stable, Multi Serve Meals, < 20 LB CS	CS
29	Shelf Stable Meal Kit, Multi Serve	CS
30	Meal Kit, Multi Serve, FZN, Boil in Bag	CS
31	Shelf Stable, Self Heating Meal Kits	CS
32	Frozen Entrees, Individual Serve	CS
33	Fruits/Vegetables, Frozen = to or > 24 LB CS	CS
34	Fruits/Vegetables, Frozen < 24 LB CS	CS
35	All No. 10 Size Cans	CS

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW - Supplies/Services and Prices (continued)**XIV. CATEGORIES OF ITEMS (continued)**

D. Item Categories (continued)

#	Category Description	Unit of Measure
36	All Cans = or < 2.5 Size	CS
37	All 101 Size Cans	CS
38	Coffee, 39 OZ Can	CS
39	Eggnog, Shelf Stable, 32 OZ CO	CS
40	Dry Weight Items, 20 to 30 LB CS	CS
41	Kimchi, Chilled, 33 LB CN	CN
42	Soup, 12/50 OZ AVG CN Weight	CS
43	Cereal, 12/42 OZ CO Weight	CS
44	Hominy Grits, 12/1.5 LB CO	CS
45	Cereal Products (Hot, Cold) Individually Portioned	CS
46	Bulk Pasta and Rice	LB
47	Bulk Flour and Sugar	CS
48	Baking Products, (i.e., Brown Sugar, Baking Soda, Salt and Baking Powder) = or > 24 LBS	CS
49	Baking Products, < 24 LB CS	CS
50	Dry Weight Items, (i.e., Croutons, Topping Mix, 32 to 40 OZ CO)	CS
51	Cooking Spray, non-stick, 16 OZ BT	CS
52	Nuts, 3/2 LB BG	CS
53	Nuts, 12/1.75 LB CN	CS
54	Nuts, 6/2.75 LB CO	CS
55	Pies, FZN, 10 inch diameter	CS
56	Pop Tarts, Toaster Pastries, 72/2 CT PG	CS
57	Cakes, FZN, 9/10 inch diameter, 40 OZ AVG and Sheet Cakes FZN	CS
58	Cookies, FZN, 72/2 OZ EA	CS
59	Doughnuts, Variety, FZN, 48/2.5 to 3 OZ EA	CS
60	Brownies, Cakes, Individual Serve, FZN, 100/1.5 OZ EA	CS
61	Muffins, FZN, 96/2.25 OZ AVG EA	CS
62	Tortillas, Flour, Wheat, FZN, 10 inch, 12/12 CT PG	CS
63	Biscuits, FZN, 120/2.5 OZ EA/CS	CS
64	Bagels, Variety Pack, FZN, 3 OZ EA, 6/12 CT PG	CS
65	Muffins, English, FZN, 144/2 OZ EA	CS
66	Crackers, Variety, 2 CT PG, 400 PG CS	CS
67	Pie Shells, Graham, 24/9 Inch EA/CO	CS
68	Snacks, Shelf Stable, 48/1 OZ EA	CS
69	Taco Shells, 200 CT CO	CS
70	Candy Bars, Individual Serve, = or > 250 CT CS	CS
71	Candy, Jelly Beans, Hard Candy, Choc Novaltias, Candy Canes	CS
72	Energy Bars, 120/2.3 OZ EA	CS
73	Energy Bars, 72 CT CS	CS
74	Energy Bars, 32 to 48 CT CS	CS
75	Cocoa, PDR, SWT, 10/1000 GM PG for Dispenser	CS
76	Cocoa, PDR, SWT, Ind Serv, 6/50 CT PG	CS
77	Coffee, Decaf, Single Serve, 5/80 CT CO	CS
78	Tea Mix, Instant, Unsweetened, Ind Serve, 50 CT CS	CS

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW - Supplies/Services and Prices (continued)**XIV. CATEGORIES OF ITEMS (continued)**

D. Item Categories (continued)

#	Category Description	Unit of Measure
79	Coffee, 12/500 GM PG, for Dispenser Use	CS
80	Tea Bags, Ind Serve, w/Tags and Strings, Ind Wrapped, 10/100 CT BX Per CS	CS
81	Flavoring, 16 OZ BT	CS
82	Food Coloring, Variety Pack, ¾ CT PK	CS
83	Spices, 72/3 OZ CO	CO
84	Spices, Individual CO	CO
85	Spices, JWOD	CO
86	Gelatin, 12/14 OZ PG	CS
87	Gravy Mix, 24/4 OZ CO	CS
88	Soup and Gravy Base, Gravy Mixes, > 4 OZ PG	CS
89	Salad Oil, 6/1 GL CO	CS
90	Shortening, 35 to 50 LB CO	CO
91	Shortening, 3 LB CN	CS
92	Cheese, 20 LB CS	CS
93	Cottage Cheese, FZN, 4/1 LB CO	CS
94	Cheese, = or < a 20 LB CS	CS
95	Egg Product, FZN, 6/5 LB CO	CS
96	Margarine, 30/1 LB Prints	CS
97	Margarine, 90 Patties, 1/12 LB CS	CS
98	Ice Cream Mix, for Dispenser Use, 12/1 LT CO	CS
99	Egg Rolls/Burritos, FZN, = to or < 20 LB CS	CS
100	Enchiladas, FZN, 96/7 OZ per CS	CS
101	Appetizers, FZN, 20 to 30 LB CS	CS
102	Appetizers, FZN, < 20 LB CS	CS
103	Entrees, FZN, Multi Serve	CS
104	Entrees, FZN, Multi Serve, = to or < 10 LB CS	CS
105	Pizza, FZN, Indiv Serve, 50/60 CT CS	CS
106	Sandwiches, FZN, Pockets, 50/7 OZ EA	CS
107	Sandwiches, FZN, Pockets, 24/4 OZ EA	CS
108	Waffles, Belgian Style, 2-3 OZ EA, 108 CT CS	CS
109	Pancakes, French Toast Sticks, FZN, 10 to 18 LB CS	CS
110	Breakfast Sandwiches, Burritos, Wraps, FZN, 72 AVG CT	CS
111	Breakfast Burritos, FZN, 36/5 OZ EA AVG	CS
112	Breakfast Entrée, Ind Serv, FZN, Egg Patties, 240/1.25 OZ EA	CS
113	Sauce, FZN, Boil-N-Bag	CS
114	Condiments, Sauces, Glazes ½ or 1 Gallon CO	CS
115	Bacon, Pieces, PreCKD, Chilled, Bits	CS
116	Sauces, Condiments, 8 to 15 OZ CO	CS
117	Sauces, Condiments, 16 to 20 OZ CO	CS
118	Dessert Topping	CS
119	Fruit, Raisins, Seedless, 24/15 OZ BX	CS
120	Condiments, Individual Portioned, Non-Refrigerated 100 to 200 CT CS	CS
121	Condiments, Individual Portioned, Refrigerated, 100 to 200 CT CS	CS
122	Creamers, Non-dairy, 0.38 OZ EA, 180 CT CS	CS
123	Margarine, Individual Portioned, Refrigerated, 600 CT CS	CS
124	Margarine, Individual Portioned, Refrigerated, 900 CT CS	CS

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW - Supplies/Services and Prices (continued)**XIV. CATEGORIES OF ITEMS (continued)**

D. Item Categories (continued)

#	Category Description	Unit of Measure
125	Condiments, Individual Portioned, Non-Refrigerated, 500 CT CS	CS
126	Condiments, Individual Portioned, Non-Refrigerated, 1000 to 3000 CT CS	CS
127	Condiments, Individual Portioned, Non-Refrigerated, >3000 CT to 6000 CT CS	CS
128	Vinegar, Cooking Wine	CS
129	Wine, Non-Alcoholic, 12/15.4 OZ CO	CS
130	Soda, Sports Drinks, Requiring Dispenser, 5 GL BIB	BX
131	Soda, Sports Drinks, Requiring Dispenser, 2.5 GL BIB	BX
132	Individual Beverage, Soda/Sports Drinks = or > 24 CT CS, 8 to 15 OZ CO	CS
133	Individual Beverage, Nutritional, Energy Drink, Beer, = or > 24 CT CS, > 8 OZ CO	CS
134	Individual Beverage, Nutritional, Energy Drink = or > 24 CT CS, 8 OZ CO	CS
135	Individual Beverage, Soda/Sports Drinks, = or > 24 CT CS, > 15 OZ CO	CS
136	Individual Beverage, Juice, = or > 24 CT CS, 8 to 11 OZ CO	CS
137	Juice, 12/1 LT CO	CS
138	Juice/Fruits, individual serv, 48/4 to 6 OZ CN	CS
139	Bev Base, PDR, 12/14 OZ PG	CS
140	Bev Base, PDR, Electrolytic, Variety Pack, 32 CT	CS
141	Bev Base, PDR, Electrolytic or Sugar Free, 120/20 OZ PG	CS
142	Bev Base, PDR, Electrolytic, 144 CT CS	CS
143	Bev Base, Nutritional, 120 CT PG per CS	CS
144	Water, Drinking, 12/1.5 LT BT	CS
145	Water, Drinking, Individual Serve, 24 CT per case, < 1 LT BT	CS
146	Prime Vendor FF&V	LB
147	Local Market Ready, Eggs	CS
148	Local Market Ready, Milk, UHT, Indiv Serve, 24 CT CS, 8 OZ CO	CS
149	Local Market Ready, Soy Milk, 27 CT CS, 8.45 OZ EA	CS
150	Local Market Ready, Milk, Fresh, 70/250 ML CO per CS	CS
151	Local Market Ready, Milk, Fresh, 84/200 ML CO per CS	CS
152	Local Market Ready, Horseradish, CHL, 6/32 OZ CO	CS
153	Local Market Ready, Sour Cream, CHL, Cultured, 6/250 CC CO	CS
154	Sour Cream, Shelf Stable, 6/8 OZ CO	CS
155	Local Market Ready, Yogurt, 135 GM EA, 15/2 CT PG	CS
156	Local Market Ready, Ice Cream, Baskin Robbins, 3 GL CO	CO
157	Local Market Ready, Sorbet, FZN, 5 LTR CO	CO
158	Local Market Ready, Ice Cream Novelties	CS
159	Yogurt Mix, FZN, 5/4 LT CO	CO
160	Local Market Ready, Bread, Rolls, Croissants, Bagel, Fresh	LB
161	Local Market Ready, Cakes, Fresh	CS
162	Local Market Ready, Doughnuts, Fresh, Variety, 30 CT CS	CS
163	Local Market Ready, Cakes, Individual Serve, 112 CT CS	CS
164	Ice Cream Cones, Sugar, 200/BX, 4 BX CS	CS
165	Snacks, Chips, Trail Mix, 40 to 48 CT PG per CS	CS
166	Snacks, Chips, 80 CT PG per CS	CS
167	Local Market Ready, Sandwich, Individual Wrapped, 20 CT CS	CS

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW - Supplies/Services and Prices (continued)**XIV. CATEGORIES OF ITEMS (continued)**

D. Item Categories (continued)

#	Category Description	Unit of Measure
168	Charcoal Briquette, 5, 10 and 20 LB BG	LB
169	Decorations, 20 to 25 Piece Kits	CS
170	Decorations, Table Covers, Holiday	CS
171	Napkins, Holiday 5/100 CT	CS
172	Placemats, Holiday, 500 CT CS	CS
173	Ice Molds	CS
174	Ice Potable	LB
175	Decorations, 12 to < 20 pieces	CS
176	Decorations, Deluxe Kits, 4000 SQ FT	CS
177	Decorations, Deluxe Kits, 3000 SQ FT	CS
178	Decorations, Deluxe Kits, 6000 SQ FT	CS
179	GFM – UGR H&S Group Rations	CS
180	GFM – UGR-A (Semi-Perishable) 2 CS per UOI	CS
181	GFM – UGR-A (Perishable) 1 CS	CS
182	GFM – Individual Feeding Ration (MRE, Halal, Kosher)	CS
183	GFM – UGR-E	CS
184	GFM – Strike Force	CS
185	GFM – MARC Meals	CS
186	GFM – Heater Cans	CS
187	GFM – Heater Meals	CS
188	GFM – Health & Comfort Packs	CS
189	GFM – Other	CS

Categories for Method 2 Pricing (Optional as Determined by the KO)

Storage Charge for GFM – Monthly Invoicing		
190	GFM – UGR- H&S Group Rations	CS
191	GFM – UGR-A Semi Perishable (2 CS per UOI)	CS
192	GFM – UGR-A Perishable Group Rations	CS
193	GFM – Individual Feeding Rations	CS
194	GFM – UGR-E	CS
195	GFM – Strike Force	CS
196	GFM – MARC Meals	CS
197	GFM – Heater Cans	CS
198	GFM – Heater Meals	CS
199	GFM – Health & Comfort Packs	CS
200	GFM – Other	CS
Re-Work Charges for GFM – Monthly Invoicing		
201	Open Case Inspection	CS
202	Open Case Rework	CS
203	Labeling/Re-Labeling	CS
204	Disposal	CS
Office Space & Equipment – Monthly Invoicing		
205	Army Veterinary Inspectors (AVI) – Zone 1 Only	EA Office

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW - Supplies/Services and Prices (continued)**XIV. CATEGORIES OF ITEMS (continued)**

D. Item Categories (continued)

#	Category Description	Unit of Measure
	Commercial Air Lifts, Pallets and Ice – Monthly Invoicing	
206	Dry Pallet (Non-Tri-Wall)	EA
207	Dry Pallet Tri-Wall	EA
208	Chilled Pallet Tri-Wall	EA
209	Frozen Pallet Tri-Wall	EA
210	Wet Ice	KG
211	Dry Ice	KG
	IRAQ Vehicle Transportation – Bi-Weekly	
212	Vehicles (risk/elevated insurance/ITV/loss/recovery/demurrage) Per Purchase Order, Per Refrigerated FEU	Per Entry into the Iraq Convoy System
213	Vehicles (risk/elevated insurance/ITV/loss/recovery/demurrage) Per Purchase Order, Per Dry FEU or Flatbed	Per Entry into the Iraq Convoy System
214	Vehicles (risk/elevated insurance/ITV/loss/recovery/demurrage) Per Purchase Order, Per Extra Bobtail	Per Entry into the Iraq Convoy System
	Iraq Personnel – Monthly	
215	Iraq Transportation Officer Program & Iraq Customer Service Representatives	Per Person
216	Iraq Squad Leader Program	Per Person

XV. DSCP MANUFACTURER’S PRICING AGREEMENT PROGRAM:

A DSCP Manufacturer’s Pricing Agreement (MPA) Program is presently under development to maximize the leverage of DSCP’s buying power and to obtain fair and reasonable product pricing under Prime Vendor contracts for the customers of DSCP. The agreements between DSCP and manufacturers shall identify a fixed product price for specific items that will be cataloged by the prime vendor. The prime vendor will be responsible for establishing commercial agreements with the MPA holders to purchase the MPA items at the product price established by the MPA.

When available, the list of MPA holders, the specific items under agreement, and the fixed product prices for those items will be provided via solicitation amendment or contract modification as appropriate prior to the solicitation closing date, during negotiations or during contract implementation (ramp-up/ramp-down).

If MPA items are added to this solicitation via solicitation amendment, the fixed MPA item product price will be used for evaluation of the market basket schedule of items for all offerors. The offerors will not be required to have commercial agreements in place with the MPA holders at this time. The Contracting Officer will automatically substitute each offerors market basket product price with the fixed MPA product price despite whether the offered product price is higher or lower than the fixed MPA product price.

The awardee(s) will be required to establish commercial agreements with the MPA holders for all MPA items cited for cataloging during the ramp-up/ramp-down phase of the contract. As the program is implemented, it is anticipated that 75 to 80 percent of the contract catalog items will be under agreement.

PRIME VENDOR KUWAIT/IRAQ/JORDAN**SOW - Supplies/Services and Prices (continued)****XV. DSCP Manufacturer's Pricing Agreement Program (continued)**

Post implementation, the prime vendor must have a MPA Holder commercial agreement in place before a new MPA item may be added to the prime vendor catalog. For existing cataloged items that are added to the MPA Program, the prime vendor must establish the MPA Holder commercial agreement within 30 days of Contracting Officer notification. The prime vendor shall immediately bring to the attention of the Contracting Officer the names of MPA Holder(s) unwilling or unable to enter into a commercial agreement with the prime vendor with an explanation for each. All MPA items are required to be placed on the prime vendor catalog at the MPA established price, unless otherwise approved by the Contracting Officer.

It is anticipated that MPA prices will remain fixed for a minimum of 30 days and a maximum of six months. Updated MPA holder agreements will be issued to the prime vendor via contract modification. The new MPA product prices shall be updated on the prime vendor catalog during the scheduled catalog update that immediately follows receipt of the new product into the prime vendor's inventory.

XVI. PROSPECTIVE PRICE REDETERMINATION (FARS DEV 2008-01 dated 02 May 08)

(a) General. The product price for non-Manufacturer Pricing Agreements (MPAs) items stated in this contract shall be periodically redetermined as stated below, except that the product prices for supplies that may be ordered before the first effective date of price redetermination (see paragraph (b)) shall remain as awarded.

(b) Price redetermination periods. For the purpose of price redetermination, performance of this contract is divided into successive periods. The first period shall extend from the date of the contract award for a minimum of 30 days, as identified in the schedule of items elsewhere in this contract. Periods of time must be in 30 day increments, i.e., 30 60, 90, 120, etc. The second and each succeeding period shall extend for a minimum of 30 days, as identified in the schedule of items, from the end of the last preceding period. The effective date of price redetermination for the second and each succeeding period shall be the Sunday following the last Tuesday of each month.

(c) Data submission.

(1) Price changes for supplies or services that may be ordered shall be submitted to DSCP by 3:00 PM, local Philadelphia time, on the last Tuesday of each month DSCP via an 832 EDI Transaction Set.

(2) The contractor shall submit invoices or quotes for the product price component of the contract unit price to support the requested price increase/decrease. The preferred method of submission is via email, but other methods may be utilized.

(3) If the contractor fails to submit the data required by subparagraphs (1) and (2) above, within the time specified, the Contracting Officer may start the second and/or succeeding periods with the previously approved price.

PRIME VENDOR KUWAIT/IRAQ/JORDAN**SOW - Supplies/Services and Prices (continued)****XVI. Prospective Price Redetermination (continued)**

(d) Price redetermination. Upon the Contracting Officer's receipt of the data required by paragraph (c), the Contracting Officer and the Contractor shall promptly negotiate to redetermine prices for supplies that may be ordered in the period following the effective date of price redetermination. Only prices deemed to be fair and reasonable by the contracting officer will be reflected in the catalog."

(e) Contract modifications. Negotiated redetermination of prices shall be evidenced by a bilateral modification to this contract, which is signed by the Contractor and the Contracting Officer.

(f) Disagreements. If the Contractor and the Contracting Officer fail to agree upon redetermined prices for any price redetermination period by the last Friday of the month, the Contracting Officer shall make the determination whether to delete the item(s) from the catalog.

(g) Price Reduction. Notwithstanding the above, DSCP will accept contractor-offered price reductions at any time.

XVII. REBATES/DISCOUNTS AND PRICE-RELATED PROVISIONS

(a) The contractor shall employ prevailing commercial methods in the pursuit of discounts, rebates, allowances or other similar economic incentives or benefits, for the customers supported under this contract. For all items, including those covered by Manufacturer's Pricing Agreements, the contractor warrants that its product price under this contract is equal to or lower than its product price to its most favored customer. All NAPA discounts, food show discounts, early payment discounts (except as identified in paragraph (b) herein), and other discounts, rebates, allowances or other similar economic incentives or benefits given to any other customer shall be passed to the Government via a reduced catalog price. Instructions for identifying discounts, rebates, allowances or other similar economic incentives or benefits that shall be provided to the Government or retained by the contractor are set forth in the submission requirements in the cost or price proposal and in the reports section.

(b) The contractor may retain Early Payment discounts that meet the following conditions:

- (i) the Early Payment discount is actually based on the cost of money;
- (ii) the Early Payment discount is consistent with commercial practice;
- (iii) the Early Payment discount is routinely given by the suppliers to customers other than the Prime Vendor at the same discount rate and under the same conditions as provided to the Prime Vendor;
- (iv) the Early Payment discount is not established, requested, or negotiated for the purpose of avoiding giving DSCP a lower cost or a rebate and does not result in a higher invoice price;
- (v) the Early Payment discount is no more than 2 percent and the early payment is required within 10 days to obtain the discount; and
- (vi) the contractor actually made the required payment within the time period required to receive the discount.

PRIME VENDOR KUWAIT/IRAQ/JORDAN**SOW - Supplies/Services and Prices (continued)****XVII. Rebates, Discounts and Price Related Provisions (continued)**

(c) Upon request, the contractor shall provide to the Government any invoices, quotes, or agreements relevant to the product price component for existing catalog items, for any new items being added to the catalog, and for requested price changes to existing catalog items. The contractor must include detailed payment terms on each invoice or quote used to substantiate product price. If there are no payment terms associated with the document, the contractor must annotate it with "No payment terms."

Documents not in English will be accompanied by a copy translated into English and documents not denominated in American dollars will include a copy converted to American dollars at the official exchange rate as of the effective date of the document.

(d) The Government may require the contractor to submit invoices and other documentation from all subcontractor tiers or any supplier or person in the product price supply chain, to substantiate discounts, rebates, allowances or other similar economic incentives or benefits, and/or to substantiate that product prices, under this contract are equal to or lower than product prices that are given to the contractor's most favored customer. If the Contracting Officer determines that a discount, rebate, allowance or other similar economic incentive or benefit should have been passed on to the Government, the Government shall be entitled to a prospective product price reduction and a retroactive refund for the amount of the discounts, rebates, allowances or other similar economic incentives or benefits. Likewise, if the Contracting Officer determines that a product price was not equal to or lower than that given the contractor's most favored customer, the Government shall be entitled to a prospective product price reduction and a retroactive refund for the difference between the product price charged to the Government and the product price charged to the contractor's most favored customer. The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) relevant to the existence of discounts, rebates, allowances or other similar economic incentives or benefits, and most favored customer product prices. Failure to exercise this right shall not constitute a defense or alter the Government's entitlement to any other remedies by contract or by law.

XVIII. MANDATORY ITEMS:**MANDATORY FOOD PRODUCTS AND DINING PACKETS**

- A. Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from nonprofit agencies participating in the program operated by the Committee for Purchase From People Who Are Blind or Severely Disabled (the Committee) under the Javits-Wagner-O'Day Act (JWOD) (41 U.S.C. 46- 48c).
- B. The mandatory products are required to be purchased from the Non Profit Agency manufacturers listed in paragraph I. The listing of required mandatory products and Non Profit Agency manufacturers is subject to change when directed by the Committee. The contractor (Subsistence Prime Vendor) is required to expeditiously catalog the mandatory products and remove any commercial equivalent product with "essentially the same"* product characteristics. If the removal and replacement will take longer than 30 days after notification by the Contracting Officer, the approval of the Contracting Officer must be obtained for the extension.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW - Supplies/Services and Prices (continued)**XVIII. Mandatory Items (continued)**

- C. Any other commercial equivalent product with “essentially the same”* product characteristics can not be sold to the DSCP customers under this contract.
- D. The contractor must ensure that sufficient stocks of mandatory products are on hand to satisfy anticipated customer demand taking into account lead times for delivery from the designated mandatory source to the Prime Vendor. If a contractor is notified that any of the below products are not available from the designated mandatory source, the contractor must notify the Contracting Officer immediately.
- E. The contractor is not authorized to submit catalog changes containing other commercial equivalent products with “essentially the same” product characteristics as those items listed below.
- F. If the contractor is requested to carry other commercially equivalent product with “essentially the same”* product characteristics but with a unique packaging requirement that is not currently provided by the mandatory source, the contractor must notify the mandatory source and the Contracting Officer in order to provide the designated mandatory source with the opportunity to satisfy the unique packaging requirement being requested. Included in the contractor notification to the designated mandatory source and Contracting Officer, will be the customer’s justification for the unique packaging requirement.
- G. Price and delivery information for the mandatory products are available directly from the Designated Sources as listed in paragraph I. below. Payments shall be made directly to the Designated Source making delivery.
- H. ** To allow the proper flow of order and billing information through the DoD ordering, financial, and other operating systems, stock numbers have been assigned for individual containers where necessary to permit the sale of individual containers in lieu of case quantities.
- I. Mandatory Products and Designated Sources:
 1. *Pancake Mix, Devil’s Food Cake Mix, Gingerbread Cake Mix, Dehydrated Cottage Cheese, Whole Egg Crystals, and Milk Nonfat Dry*

***The COMMITTEE FOR PURCHASE FROM PEOPLE WHO ARE BLIND OR SEVERLY DISABLED
 Approved the deletion of the following products effective November 11, 2007:***

***8910-01-E60-8830 Cottage Cheese, Dehydrated, 6/#10 CN/CS
 8910-01-E60-6007 (or previously identified as 8910-1-E60-8831) Whole Egg Crystals,
 14/1.75LB BG/CS***

The two purchase exceptions are still in effect for the cottage cheese and the whole egg crystals until November 11, 2007 allowing use of other than the JWOD mandatory products, as follows:

- a.) Purchase Exception May 09, 2007 through November 09, 2007, allowing use of other than mandatory JWOD product, Cottage Cheese, Dehydrated,, 6/#10/CN/CS. (high-lighted in bold print below)***
- b.) Purchase Exception August 29, 2007 until deleted from the procurement list, allowing use of other than the mandatory JWOD product Whole Egg Crystals 14/1.75LB BG/CS (high-lighted in bold print below)***

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW - Supplies/Services and Prices (continued)**XVIII. Mandatory Items (continued)****I. Mandatory Product and Designated Sources (continued)**

All other products remain unchanged, as mandatory.

ARC – Diversified
435 Gould Drive
Cookeville, TN 38506
P.O.C. Melissa Wilson (931) 432-5981

<u>STOCK NUMBER</u>	<u>PRODUCT</u>	
8920-01-E60-7848	Cake Mix, Gingerbread, 6/5 LB BGS/CS	
8920-01-E60-7849	Cake Mix, Gingerbread, 50 LB BG	
8920-01-E60-7748	Cake Mix, Gingerbread, 6/#10 CN/CS	
8920-01-E60-7846	Cake Mix, Devil's Food, 6/5 LB BGS/CS	
8920-01-E60-7847	Cake Mix, Devil's Food, 50 LB BG	
8920-01-E60-7747	Cake Mix, Devil's Food, 6/#10 CN/CS	
8920-01-E60-7860	Pancake & Waffle Mix, Regular, 6/5 LB BGS/CS	
8920-01-E60-7861	Pancake & Waffle Mix, Regular, 6/6 LB BGS/CS	
8920-01-E60-7862	Pancake & Waffle Mix, Regular, 25 LB BG	
8920-01-E60-7863	Pancake & Waffle Mix, Regular, 50 LB BG	
8920-01-E60-7749	Pancake & Waffle Mix, Regular 6/#10 CN/CS	
8920-01-E60-7856	Pancake Mix, Buttermilk, 6/5 LB BGS/CS	
8920-01-E60-7857	Pancake Mix, Buttermilk, 6/6 LB BGS/CS	8920-
01-E60-7858	Pancake Mix, Buttermilk, 25 LB BG	
8920-01-E60-7859	Pancake Mix, Buttermilk, 50 LB BG	
8920-01-E60-7850	Pancake Mix, Buttermilk, 6/#10 CN/CS	
8910-01-E60-8830	Cottage Cheese, Dehydrated, 6/#10 CN/CS	
8910-01-E60-6007	(or previously identified as 8910-1-E60-8831) Whole Egg Crystals,	
14/1.75LB BG/CS		
8910-01-E60-8832	Milk Nonfat Dry 4lb general purpose, 6/#10 CN/CS	

2. Spices and Spice Blends: *Garlic powder, Granulated Garlic, Paprika, Black Pepper (ground, cracked & whole)*, All Purpose w/o Salt, Chili Powder, Lemon Pepper, Cinnamon Ground, Cinnamon Stick Whole, Taco Mix, Ginger Ground, Cayenne Pepper, Red Pepper, Canadian Style Blend for beef.

Unistel, Continuing Developmental Services
650 Blossom Road
Rochester, NY 14610-1811
P.O.C. Mr. Jack Pipes or Mr. Nick Galante (800) 864 7835

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW - Supplies/Services and Prices (continued)**XVIII. Mandatory Items (continued)**I. Mandatory Product and Designated Sources (continued)

<u>STOCK NUMBER**</u>	<u>PRODUCT</u>
8950-01-E60-5751	Garlic Powder, 1 LB CO, 12/CS
8950-01-E60-5752	Garlic Powder, 6 LB CO, 3/CS
8950-01-E60-5754	Garlic, Granulated, 12 OZ CO, 12/CS
8950-01-E60-5753	Garlic, Granulated, 25 OZ CO, 6/CS
8950-01-E60-5750	Paprika, Ground, 4.5 OZ CO, 24/CS
8950-01-E60-5749	Paprika, Ground, 1 LB CO, 12/CS
8950-01-E60-7767	Pepper, Black, Ground, Gourmet, 1LB CO, 12/CS
8950-01-E60-7770	Pepper, Black, Ground, Gourmet, 5 LB CO, 3/CS
8950-01-E60-7766	Pepper, Black, Ground, Gourmet, 1 LB CN, 12/CS
8950-01-E60-7769	Pepper, Black, Ground, Gourmet, 18 OZ CO, 6/CS
8950-01-E60-7768	Pepper, Black, Ground, Gourmet, 18 OZ CN, 6/CS
8950-01-E60-7765	Pepper, Black, Ground, Gourmet, 1.5 OZ CO, 48/CS
8950-01-E60-8237	Pepper, Black, Cracked, 1 LB CO, 6/CS
8950-01-E60-8236	Pepper, Black, Cracked, 1 LB CN, 6/CS
8950-01-E60-8235	Pepper, Black, Cracked, 18 OZ CO, 6/CS
8950-01-E60-8234	Pepper, Black, Cracked, 18 OZ CN, 6/CS
8950-01-E60-8239	Pepper, Black, Whole, 1 LB CO, 6/CS
8950-01-E60-8238	Pepper, Black, Whole, 1 LB CN, 6/CS
8950-01-E60-8241	Pepper, Black, Whole, 18 OZ CO, 6/CS
8950-01-E60-8240	Pepper, Black, Whole, 18 OZ CN, 6/CS
8950-01-E60-9456	Spice Blend, All Purpose w/o Salt, 2.5oz CO, 12/CS
8950-01-E60-9547	Spice Blend, All Purpose w/o Salt, 6.75oz CO, 6/CS
8950-01-E60-9458	Spice Blend, All Purpose w/o Salt, 10oz CO, 12/CS
8950-01-E60-9459	Spice Blend, All Purpose w/o Salt, 20oz CO, 6/CS
8950-01-E60-9460	Spice Blend, All Purpose w/o Salt, 28oz CO, 6/CS
8950-01-E60-9461	Spice Blend, Chili, Powder, dark, 16oz CO, 6/CS
8950-01-E60-9462	Spice Blend, Chili, Powder, light, 17oz CO, 6/CS
8950-01-E60-9463	Spice Blend, Chili Powder, light, 18oz CO, 6/CS
8950-01-E60-9464	Spice Blend, Chili Powder, dark, 20oz CO, 6/CS
8950-01-E60-9465	Spice Blend, Chili Powder, 5lb CO, 1/5lb/CS
8950-01-E60-9147	Spice Blend, Lemon Pepper, 28oz CO, 6/CS
8950-01-E60-9466	Spice Blend, Lemon Pepper, 26oz CO, 6/CS
8950-01-E60-9467	Spice Blend, Lemon Pepper, 27oz CO, 6/CS
8950-01-E60-9150	Spice Cinnamon, Ground, 16oz CO, 6/CS
8950-01-E60-9468	Spice Blend, Cinnamon, Maple Sprinkle, 30oz CO, 6/CS
8950-01-E60-9469	Spice Cinnamon, Ground, 15oz CO, 6/CS
8950-01-E60-9470	Spice Cinnamon, Ground, 18oz CO, 6/CS
8950-01-E60-9471	Spice Cinnamon, Ground, 5lb CO, 3/5lb/CS
8950-01-E60-9472	Spice Cinnamon, Stick, Whole, 8oz CO, 6/CS
8950-01-E61-0104	Spice Ginger Ground, 14oz CO, 6/CS
8950-01-E61-0105	Spice Ginger Ground, 15oz CO, 6/CS
8950-01-E60-9152	Spice Ginger Ground, 16oz CO, 6/CS
8950-01-E61-0103	Spice Blend Canadian Style for beef, 29oz CO, 6/CS
8950-01-E61-0106	Spice Pepper, Cayenne, Ground, 1.5oz CO, 48/CS

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW - Supplies/Services and Prices (continued)**XVIII. Mandatory Items (continued)****I. Mandatory Product and Designated Sources (continued)**

8950-01-E60-9155	Spice Pepper, Cayenne, Ground, 14oz CO, 6/CS
8950-01-E61-0107	Spice Pepper, Cayenne, Ground, 16oz CO, 6/CS
8950-01-E61-0108	Spice Pepper, Red, Ground, 16oz CO, 6/CS
8950-01-E61-0099	Spice Mix, Taco, 9oz CO, 6/CS
8950-01-E61-0100	Spice Mix, Taco, 11oz CO, 6/CS
8950-01-E61-0101	Spice Mix, Taco, 23oz CO, 6/CS
8950-01-E61-0102	Spice Mix, Taco, 24oz CO, 6/CS

**** The following stock numbers have been administratively assigned by DSCP to allow the sale of individual containers:**

8950-01-E61-3456	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/10 oz co (ind unit sale only)
8950-01-E61-3457	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/2.5 oz co (ind unit sale only)
8950-01-E61-3458	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/20 oz co (ind unit sale only)
8950-01-E61-3459	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/28 oz co (ind unit sale only)
8950-01-E61-3460	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/6.75 oz co (ind unit sale only)
8950-01-E61-3461	SPICE BLEND, CHILI PDR, dark, 1/16 oz co (ind unit sale only)
8950-01-E61-3462	SPICE BLEND, CHILI PDR, light, 1/17 oz co (ind unit sale only)
8950-01-E61-3463	SPICE BLEND, CHILI PDR, light, 1/18 oz co (ind unit sale only)
8950-01-E61-3464	SPICE BLEND, CHILI PDR, dark, 1/20 oz co (ind unit sale only)
8950-01-E61-3465	SPICE BLEND, CINNAMON MAPLE SPRINKLES, 1/30 oz co (ind unit sale only)
8950-01-E61-3466	SPICE BLEND, CINNAMON, GRD, 1/15 oz co (ind unit sale only)
8950-01-E61-3467	SPICE BLEND, LEMON PEPPER, 1/26 oz co (ind unit sale only)
8950-01-E61-3468	SPICE BLEND, LEMON PEPPER, 1/27 oz co (ind unit sale only)
8950-01-E61-3469	SPICE BLEND, LEMON PEPPER, 1/28 oz co (ind unit sale only)
8950-01-E61-3470	SPICE, CINNAMON, GRD, 1/16 oz co (ind unit sale only)
8950-01-E61-3471	SPICE, CINNAMON, GRD, 1/18 oz co (ind unit sale only)
8950-01-E61-3472	SPICE, CINNAMON, GRD, 1/5 lb co (ind unit sale only)
8950-01-E61-3473	SPICE, CINNAMON, STICK, 2.75" lg, 1/8 oz co (ind unit sale only)
8950-01-E61-3474	SPICE, GARLIC, GRANULATED, California, 1/12 oz co (ind unit sale only)
8950-01-E61-3475	SPICE, GARLIC, GRANULATED, California, 1/25 oz co, (1 lb size co) (ind unit sale only)
8950-01-E61-3476	SPICE, GARLIC, PDR, California, 1/16 oz co (1 lb size co) (ind unit sale only)
8950-01-E61-3477	SPICE, GARLIC, PDR, California, 1/6 lb co (ind unit sale only)
8950-01-E61-3478	SPICE, PAPRIKA, GRD, domestic, 1/16 oz co (1 lb size co) (ind unit sale only)
8950-01-E61-3479	SPICE, PAPRIKA, GRD, domestic, 1/4.5 oz co (ind unit sale only)
8950-01-E61-3480	SPICE, PEPPER, CAYENNE, GRD, 1/16 oz co (ind unit sale only)
8950-01-E61-3481	SPICE, PEPPER, CAYENNE, GRD, 1/14 oz co (ind unit sale only)
8950-01-E61-3482	SPICE, PEPPER, CAYENNE, GRD, 1/1.5 oz co (ind unit sale only)
8950-01-E61-3483	SPICE, PEPPER, RED, GRD, 1/16 oz co (ind unit sale only)
8950-01-E61-3484	SPICE, GINGER, GRD, 1/16 oz co (ind unit sale only)
8950-01-E61-3485	SPICE, GINGER, GRD, 1/15 oz co (ind unit sale only)
8950-01-E61-3486	SPICE, GINGER, GRD, 1/14 oz co (ind unit sale only)
8950-01-E61-3487	SPICE MIX, TACO, w/o MSG, 1/9 oz co (ind unit sale only)
8950-01-E61-3488	SPICE MIX, TACO, w/o MSG, 1/11 oz co (ind unit sale only)
8950-01-E61-3489	SPICE MIX, TACO, w/o MSG, 1/23 oz co (ind unit sale only)
8950-01-E61-3490	SPICE MIX, TACO, w/o MSG, 1/24 oz co (ind unit sale only)

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW - Supplies/Services and Prices (continued)**XVIII. Mandatory Items (continued)**I. Mandatory Product and Designated Sources (continued)

8950-01-E61-3491	SPICE BLEND, CANADIAN STYLE for beef, 1/29 oz co (ind unit sale only)
8950-01-E61-3246	SPICE, PEPPER, BLACK, GRD, gourmet, 16 oz plastic co (ind unit sale only)
8950-01-E61-3226	SPICE, PEPPER, BLACK, GRD, gourmet, 16 oz metal co (ind unit sale only)
8950-01-E61-3227	SPICE, PEPPER, BLACK, WHOLE, 16 oz metal co (ind unit sale only)
8950-01-E61-3228	SPICE, PEPPER, BLACK, WHOLE, 16 oz plastic co (ind unit sale only)
8950-01-E61-3229	SPICE, PEPPER, BLACK, CRACKED, 16 oz metal co (ind unit sale only)
8950-01-E61-3230	SPICE, PEPPER, BLACK, CRACKED, 16 oz plastic co (ind unit sale only)
8950-01-E61-3231	SPICE, PEPPER, BLACK, CRACKED, 18 oz plastic co (ind unit sale only)
8950-01-E61-3232	SPICE, PEPPER, BLACK, CRACKED, 18 oz metal co (ind unit sale only)
8950-01-E61-3233	SPICE, PEPPER, BLACK, GRD, gourmet, 18 oz metal co (ind unit sale only)
8950-01-E61-3234	SPICE, PEPPER, BLACK, WHOLE, 18 oz metal co (ind unit sale only)
8950-01-E61-3235	SPICE, PEPPER, BLACK, WHOLE, 18 oz plastic co (ind unit sale only)
8950-01-E61-3236	SPICE, PEPPER, BLACK, GRD, gourmet, 1.5 oz plastic co (ind unit sale only)
8950-01-E61-3237	SPICE, PEPPER, BLACK, GRD, gourmet, 5 lb plastic co (ind unit sale only)
8950-01-E61-3195	SPICE, PEPPER, BLACK, GRD, gourmet, 18 oz plastic co (ind unit sale only)

3. Dining Packets:

National Industries for the Blind
 1310 Braddock Place
 Alexandria, VA 22311-1727
 P.O.C. Ms. Mary Johnson
 Mjohnson@nib.org
 (703) 310-0512

<u>STOCK NUMBER</u>	<u>PRODUCT</u>
7360-01-509-3586	Dining Packet, fork, knife, spoon, 2 or 4 sugar, 1 salt, 1 pepper and 1 napkin/pg non-white, subdued color (tan/sand/brown), 25/bg

*** “Essentially the Same” Criteria**

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

1. It has effectively the same form, fit and function.
2. The JWOD and commercial products may be used for the same purpose.
3. The JWOD and commercial products are relatively the same size and a change in size will not affect the use or performance.
4. The appearance, color, texture, or other characteristic of the JWOD product and commercial product are not significantly different from one another.

PRIME VENDOR KUWAIT/IRAQ/JORDAN**SOW - Supplies/Services and Prices (continued)****XIX. CENTRAL CONTRACTS**

From time to time during the performance of this contract, DSCP may issue Indefinite Delivery Type Contracts (IDTC) for specific products to be distributed by the Prime Vendor. The Prime Vendor will be required to obtain the specific products identified in the IDTCs. The price charged by the Prime Vendor to the ordering activity will not exceed that cited in the IDTC, plus the Prime Vendor's negotiated distribution fee. At the time of award and at other times when applicable, DSCP will provide the Prime Vendor with a list of all IDTCs awarded and their terms and conditions of the awarded IDTCs. The Prime Vendor shall have 30 days within which to implement the terms and conditions of the awarded IDTCs.

XX. NATIONAL ALLOWANCE PROGRAM AGREEMENT (NAPA)**A. Definitions:**

1. Agreement Holder: The supplier or manufacturer that has agreed to offer discounts to DSCP on product under DSCP Prime Vendor contracts.
2. National Allowance Program: The program implemented by the Defense Supply Center Philadelphia (DSCP) to maximize the leverage of DSCP's buying power and reduce the overall product price under Prime Vendor contracts to the customers of DSCP.
3. National Allowance Program Agreements (NAPAs): The agreements between DSCP and suppliers/manufacturers that identify product category allowances. These allowances or discounts apply only to the product/invoice price of the product. The NAPA does not affect the Prime Vendor's distribution price in any way.

B. DSCP has implemented a NAPA Program as part of the Subsistence Prime Vendor Program. Under the NAPA Program, DSCP will enter into agreements with suppliers/manufacturers offering domestic products.

C. Under the NAPA Program, agreement holders will:

1. Authorize and consent to allow the contractor(s) to distribute its products to ordering activities under the Prime Vendor Program.
2. Offer discounts on the product price of the product ordered under Prime Vendor contracts, in the form of deviated allowances, whereby the price to the customer includes the discount. The deviated price is the price that will be submitted via the 832 catalog transaction.

D. NAPAs neither obligate the Prime Vendor to carry, nor the ordering activity to purchase, any of the agreement holder's products; however, NAPA terms will apply to any order placed by the customer for products covered by a NAPA, in which case the invoice price must reflect the NAPA.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW - Supplies/Services and Prices (continued)**XX. NAPA (continued)**

- E. If a Prime Vendor has a pricing agreement/arrangement with more favorable terms and/or pricing structure, then it is required to pass on these savings to the customer.
- F. Under a contract resulting from this solicitation:
1. Within five (5) working days from notification of award, the awardee will contact John Steenberge, Program Manager, NAPA Team, 215-737-8461, John.Steenberge@dla.mil. The NAPA Team will provide general instructions and a password to access the allowances on the NAPA website.
 2. The Prime Vendor agrees to bill the invoice price to the Government as specified by the NAPA allowance and initiates a bill-back to the agreement holder, if any activity orders any product covered by a NAPA. The agreement holder will reimburse allowances to the Prime Vendor within a time period mutually agreeable to the Prime Vendor and the agreement holder. Other off invoice or bill back arrangements may exist between the prime vendor and the agreement holder, but the prime vendor catalog price must be specified by the NAPA allowance.
 3. Any disputes involving the NAPA between the Prime Vendor and the agreement holder will be resolved between them according to their own commercial practice. However, DSCP will attempt to facilitate any such disputes.
- G. NAPA Tracking Program: The Prime Vendor agrees to comply with the requirements of DSCP's Tracking Program for NAPAs and shall provide the required product information to support the NAPA allowance and sales tracking website. Data shall be submitted as follows:
1. Format: The required information shall be formatted in an Excel spreadsheet, flat ASCII file or a delimited file. Each transmission must be of the same format. Request to change from one format to another must be forwarded to the Contracting Officer for approval.
 2. Transmission of Data: The information shall be submitted electronically via-
 - a. Email to data@one2oneus.com Include contract number(s) in email title.
 - b. FTP to <ftp://ftp.one2oneus.com> Inquire for a username and password.
 3. Frequency of Submission: The information shall be submitted as often as the data may change but no more than weekly.
 4. Contents of the data File: The contents of the data file shall include the information shown below for all of the products, NAPA and non-NAPA that are shipped to the Government. All of the fields for each item must be populated with information unless otherwise stated.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW - Supplies/Services and Prices (continued)**XX. NAPA (continued)**

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

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

Notes:

- Field #1 - This field represents the manufacturer's part number of the product. If a valid case UPC is available, you should use the case UPC. The UPC check digit is optional. In the case where a UPC is not available, then you must use the manufacturer's part number (SKU number) as designated by the manufacturer. All leading zeros are required. All characters such as dashes are also required if the manufacturer uses the character in their part number identifier.
- Field #4 - This field needs to identify the manufacturer (not necessarily the supplier) of the product. If your item master has a valid case UPC and you send the UPC in field 4 there is no need to provide this field.
If you do not have a valid case UPC, please indicate the manufacturer or brand name or some code indicating the same. If you use a code please provide an additional listing of those codes and their description. Please note, this is the manufacturer of the product not necessarily who supplied you the product.
- Field #6 - This is the off-invoice allowance amount. It can be found in the NAPA table. If the product is not subject to a NAPA allowance then please set this field to zero.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW - Supplies/Services and Prices (continued)**XX. NAPA (continued)**

4. Field #7 - This is the allowance UOM. It can be found in the NAPA table. If the product is not subject to a NAPA allowance then please leave this field blank.
 5. Field #8 - Conversion to the Unit of Issue UOM. The conversion factors to equalize the allowance UOM to the unit of issue UOM. For example, if the unit of issue UOM is "CA", for case, and the allowance UOM is "CS", for case, the conversion factor would be set to 1. However, in the case where the Unit of Issue is "CS" and the allowance UOM is "LB", for pounds, this conversion factor may be fifty (50) because there are 50 lbs in a case. If the product is not subject to a NAPA allowance then please set this field to zero.
 6. Field #9 - For each item, provide the applicable markup amount. As previously negotiated with DSCP, you have assigned a markup amount to each food category or to each item. This amount should correspond to the unit of issue measurement. This is required in order to insure that a NAPA allowance was provided off-invoice.
- H. The NAPA Program is for the exclusive use of DSCP customers purchasing product under the resultant contract.

XXI. ITEMS

This solicitation is for the procurement of Total Food and Beverage support to DoD and non DoD customers.

XXII. CUSTOMER SERVICE POLICY

- A. The prime vendor shall treat the Government as one of their best customers; therefore, any treatment and/or customer service policy given to other accounts shall also be given to the customers covered under this contract.
- B. Prime Vendor Managers may be required to visit the Contracting Officer at DSCP on a semi-annual basis to discuss contract related matters.
- C. The Prime Vendor(s) shall assign, as a minimum, one (1) full time (dedicated) customer service representative to each OCONUS warehouse region to maintain continuous contact with the ordering activities, and especially with regard to emergency service requirement, product quality complaints, shipping discrepancies, and damaged product. Another full time (dedicated) CSR shall be assigned to oversee the Defense Transportation System (DTS) process as discussed herein. ***All customer service representatives are required to speak English, and must have the authority to make binding decisions on behalf of the Prime Vendor on any concern, which, may occur. The name of the representative(s) and their telephone number, beeper number, e-mail address, or any other method of communicating shall be furnished with 30 days after award***

This CSR requirement is unrelated to the Iraq CSR requirement discussed herein.

PRIME VENDOR KUWAIT/IRAQ/JORDAN**SOW - Supplies/Services and Prices (continued)****XXII. Customer Service Policy (continued)**

- D. While English-speaking truck drivers are not required they are preferred. In either instance, all truck drivers must be able to contact English speaking superiors at all times (via cellular phone or other direct line of communication) to allow for customers/prime vendor communication when necessary.
- E. At a minimum, quarterly visits to the customers or customer representatives; such as Arcent Forward, under these contracts are required to show new items, product preparation, provide nutritional information and address any other concerns that the customers may have. Additionally, the Prime Vendor is required to have a representative attend scheduled management meetings at the customer locations.

XXIII. NEW ITEMS

- A. If a customer desires to order an item that is not part of the contractor's inventory, the Prime Vendor will be allowed a maximum of one-hundred-twenty (120) days to source and make the item available for distribution. The Prime Vendor must notify DSCP and the requesting activity when new items are available for distribution. These items should become a permanent part of the Prime Vendor's inventory if it appears that these items will be ordered regularly. There will be a ten (10) case monthly minimum to add to new items. The Prime Vendor will be responsible for notifying the Contracting Officer on a monthly basis if any catalog item is not meeting the ten (10) case monthly usage minimum so that the item may be reviewed for deletion.
- B. The Prime Vendor shall assume the responsibility of introducing new food items to the customers, as well as to show cost effective alternatives to their current choices. The Prime Vendor will still be required to perform their normal manufacturer selection process to include analysis/comments/recommendation of new products prior to the product sampling/taste testing.
- C. The Prime Vendor agrees to the DSCP requirement that all new items will not be available and delivered to the customer(s) until sufficient inventory of the new products have been shipped and received in the Prime Vendor's OCONUS facility(s) with the new items added to the customer's catalog via the 832 catalog process.
- D. All new items must be approved as determined by the individual service Headquarters' operating procedures prior to stocking the item. New item additions and/or changes to NSNs must be authorized in writing by the Contracting Officer prior to the 832 catalog update transmissions.

New item prices for non-MPA items must be determined fair, reasonable, and approved by the contracting officer prior to the items addition to the customer's catalog. Prime vendors are encouraged to seek approvals prior to the items sailing from CONUS. Any non-MPA products shipped without prior approval are shipped at the vendor's own risk and may be subject to charges to recoup USTRANSCOM shipping costs, as well as not being authorized for addition to the catalog, should the Contracting Officer fail to determine them fair and reasonable. In accordance with past practice, the customer will continue to determine all items to be added to the catalog. However, new non-MPA items will not be added to the catalog unless the Contracting Officer determines the proposed prices for the new non-MPA item to be fair and reasonable in accordance with the FAR and approves the addition

PRIME VENDOR KUWAIT/IRAQ/JORDAN**SOW - Supplies/Services and Prices (continued)****XXIII. New Items (continued)**

Prime vendors shall utilize the Contracting Officer provided form when requesting all item approvals (additions and/or changes). The form is mandatory and will be provided post award. Each request for approval of a non-MPA item must, at the same time, have the following documentation attached:

- i. Copy of the manufacturer's original invoice signifying the manufacturer's FOB origin product price, and discount terms, or
- ii. Written price quote, on the manufacturer's letterhead, if the item is not currently in stock, to include: price, date price quote was obtained, time period price quote is effective for, quantity covered by the price quote, manufacturer's part number, manufacturer's FOB origin product price, discount terms, and manufacturer's point of contact information.

The approved price as submitted on the form must be the price submitted upon the 832 transmission. Incoming 832 transmissions will be verified for compliance. Prices other than those approved will be rejected.

XXIV. BREAKING CASES

Under the proposed contracts, the awardee will be required to break cases for spices. If your company has additional items for which you normally break cases, you should indicate those items in your offer.

XXV. FOOD SHOWS (if applicable)

- A. DSCP actively participates in Vendor Food Shows for the purpose of obtaining food show "allowances." These allowances are negotiated by DSCP with each exhibitor at the Food Show, whether it is a broker representing several firms, the distributor representing a firm, or the manufacturer directly. In addition, other procedures in accordance with a vendor's normal commercial practice may be used to negotiate the allowances or savings.
- B. The Prime Vendor is required to advise the Contracting Officer and the Acquisition Specialist of all Food Shows that are conducted throughout the course of the contract. This includes annual shows, as well as regional and/or mini food shows. The Government reserves the right to participate.
- C. Approximately one (1) week prior to the Food Show, the Prime Vendor shall furnish the Contracting Officer and/or Acquisition Specialist the following information:
 1. List of participants attending the Food Show;
 2. Map showing the locations of booths;
 3. Effective period of allowances;

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW - Supplies/Services and Prices (continued)**XXV. Food Shows (continued)**

4. Statement as to whether the allowances are applicable to all orders placed within the effective period, or for only the amount of product booked at the show.
 5. Usage report for all customers covered by the contract. This data shall represent the same number of weeks as the effective period of the allowances. The data shall be a consolidation of all customers, and be sorted in booth order sequence. At a minimum the following elements are required:
 - a. Vendor Part Number
 - b. Description of item
 - c. Usage quantity
 - d. Manufacturer/Brand
 - e. Booth Number of the exhibitor and the products they represent
- D. At the end of the Food Show allowance period, the Prime Vendor shall submit to the Contracting Officer/Acquisition Specialist a Food Show savings report by customer. This shall be completed within 2 weeks of the end of the allowance period. A total sales report for the same period shall also be submitted.
- E. Food Show allowances must be passed on to the customers directly as a deviated price. Accordingly, when the applicable items are ordered, the price must reflect the allowance if ordered during the specified time frame. The deviated price is the price that is to be submitted via the 832 catalog transmission. All decreases in price must be submitted via the 832 transmission the week prior to the beginning of the allowance period.

XXVI. JOINT TOTAL ASSET VISIBILITY (JTAV)

- A. Under the proposed contract, the awardee must have the capability to provide DSCP with timely and accurate information on the location, movement, status, and **identity of units and supplies**.

XXVII. BACK-UP PRIME VENDORS

The offeror(s) that are awarded Prime Vendor contract(s) under this solicitation may become a potential backup supplier for other prime vendors, including but not limited to prime vendors in the: United Arab Emirates (UAE), Oman, Afghanistan, Bahrain, Qatar, Saudi Arabia, and Djibouti, should a Prime Vendor be unable to support (for any reason) customers covered under its contract. *In addition, if this solicitation results in multiple awards (one for each zone), the awardee may also become a potential backup supplier for these zones (Kuwait, Iraq, Jordan).* Offeror's agreement to perform as a potential backup contractor is required. The designation to act as a backup will be executed by a bilateral modification. The appropriate distribution fees will be negotiated as necessary.

PRIME VENDOR KUWAIT/IRAQ/JORDAN**SOW - Supplies/Services and Prices (continued)****XXVIII. NON-COMPETITION**

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

XXIX. TITLE

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

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

Under normal conditions F.O.B. Destination terms apply. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charge involved before the actual delivery (or “constructive placement” as defined in carrier tariffs) of the supplies to the final destination. The Contractor shall pay and bear all charges to the specified point of delivery. For complete definition of F.O.B. Destination, see FAR Clause, 52.247-34 F.O.B DESTINATION, which is incorporated into this solicitation by reference.

Under special circumstances; i.e., special military exercises, F.O.B. Origin terms will apply. In these instances, the Government will accept product at the Prime Vendors CONUS facility (FOB Origin) and a fifty percent reduced distribution fee shall be applied. For complete definition of F.O.B. Origin, see FAR Clause, 52.247-29, F.O.B. ORIGIN, which is incorporated into this solicitation by reference. On any F.O.B. origin shipment, the prime vendor must arrange for USDA Inspection and is responsible for associated cost.

XXXI. CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)**A. Background**

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

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW - Supplies/Services and Prices (continued)**XXXI. CPARS (continued)**

2. 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.
- B. Obtaining a PKI certificate
1. Contractors who do not work at a Department of Defense facility may purchase a DoD PKI certificate from one of three External Certificate Authorities (ECAs). The ECAs are vendors who provide digital certificates to DOD's industry partners who are using their own equipment or working in non-government facilities. A list of ECAs is available at http://www.cpars.navy.mil/pki_info.htm. Each contractor employee accessing CPARS will need an Identity Certificate (An Encryption Certificate is not required). Certificate prices range in from \$99 - \$115 per certificate per year, with volume discounts at some ECAs.

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

PRIME VENDOR KUWAIT/IRAQ/JORDAN

STATEMENT OF WORK (SOW) (continued)**DESCRIPTION AND SPECIFICATIONS****I LIFE SUPPORT FOR IRAQ CONTRACTOR PERSONNEL**

i. Transportation Officers, Squad Leaders and Customer Service Representatives:

The Prime Vendor shall provide all communications equipment and non-tactical vehicles (NTV). The prime vendor is responsible for NTV maintenance and may need to enter into a contract with a service provider for this service.

At no cost to the Prime Vendor or to DSCP, the Base Camp Major shall provide basic life support services to the contractor personnel, including but not limited to shelter (tents); food and access to dining facilities'; bottled water and ice; NTV fuel; access to laundry facilities; access to morale welfare recreation services, authorized radio communication commensurate with military radio/frequency, etc., and DSN phone lines.

ii. Truck Drivers and Trucks destined for Iraq deliveries

At no cost to the prime vendor or DSCP, the customer or designated Base Camp Major(s) will provide basic life support to truck drivers while they are in transit within the Iraq area of operations. At a minimum, basic life support includes: sanitary latrine, shower and rest facilities; at least 2 meals (i.e., MREs) and two 1.5 liters of bottled water per day throughout the entire delivery process; and retail fuel for the delivery trucks. Delivery trucks/drivers fall under the military convoy system and must follow Government priorities of movement and adhere to all force protection requirements. Given such, neither the contractor nor DSCP can predict the amount of fuel requirements to support delivery missions and commercial options for fuel purchase are not viable due to force protection.

In the event of vehicular breakdown, although the Government may assist in the return of prime vendor vehicles to a centralized hub, the prime vendor will ultimately be responsible to recover and repair the vehicle. The prime vendor will be responsible for providing personal protective equipment (PPE) to its personnel. Level III body armor and Kevlar helmets, at a minimum, will be necessary.

Salaries for PV truck drivers working within the Iraq war zone under the convoy system must be paid on a per-trip rather than per day basis.

Note: English-speaking truck drivers are not required, but preferred. In either instance, all truck drivers must be able to contact English speaking superiors at all times (via cellular phone or other direct line of communication) to allow for customers/prime vendor communication when necessary.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW – Description and Specifications (continued)**II. ORDERING SYSTEM – Subsistence Total Order & Receipt Electronic System (STORES)**

1. Accessed via the Internet, the STORES is the Government's translator/ordering system that is capable of accepting orders from any of the Services'; i.e. Army, Air Force, Navy, or Marines, individual ordering systems and translating them into an Electronic Data Interchange (EDI) format. In addition, this information is passed to DSCP for the purposes of contractor payment and customer billing. Additional EDI information has been provided as an attachment.
2. Customers will be able to order all of their requirements through STORES. The system will transmit orders to the Prime Vendor and to DSCP.
3. The awardee shall be required to interface with STORES and must be able to support the following EDI transactions:
 - i. 810 – Electronic Invoice
 - ii. 820 – Payment Voucher Information
 - iii. 832 – Catalog (Outbound: Vendor to DSCP)
at a future date:
 - a. The supplier maybe required to submit a breakout of their total contract unit price, i.e. separate Product price and Distribution Fee columns.
 - b. Gross case weight, case cube, and number of cases per pallet will need to be provided by the supplier
 - iv. 850 – Purchase order
 - v. 861 – Receipt
 - vi. 997 – Functional Acknowledgement
4. A complete description of these transaction sets is included in the "EDI Implementation Guidelines" attached to this solicitation.
5. The Prime Vendor shall have access to the Internet and be able to send and receive electronic mail (email).
6. Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point.
7. The Prime Vendor is required to utilize the Government's item descriptions in the Electronic Catalog (832 transmission). The Government's format begins with the broad category of the item and then continues with a more specific item description. For example: "Crinkle Cut Carrots", would be listed as "Vegetable, Carrots, and Crinkle Cut".
8. The offeror may be required to transmit 810, 832, and 997 transactions, prior to award and during proposed evaluations, in order to demonstrate its EDI compatibility.

PRIME VENDOR KUWAIT/IRAQ/JORDAN**SOW – Description and Specifications (continued)****II. Ordering System – STORES (continued)**

9. The vendor will utilize the DSCP invoice reconciliation process, or other such systems as may become available, to the maximum extent, towards the goal of correcting invoices early and facilitating the payment process.
10. In the event the STORES system or the Prime Vendor interface is not operational, the Prime Vendor must provide alternate ways for the customer to order (e.g., by fax, by phone, pick-up orders, etc.)

III. ORDER PLACEMENT

- A. The Prime Vendor shall stock items in sufficient quantities to fill all ordering activity requirements.
- B. Order placement must be made before 12 noon to be considered for the day.

IV. ORDER FILL OR SUBSTITUTION POLICY

All supplies shall be furnished on a “fill or kill” basis. Partial shipments are acceptable if the customer is notified in advance and agrees to the partial shipments; however, the unfilled quantity is to be reported as not-in-stock (NIS). Offerors are required to have procedures for handling NIS situations. The Prime Vendor is required to stipulate timeframes in which the NIS item will be identified to the customer prior to the delivery, in order that a substitute item may be requisitioned via a new order. Only substitutes of comparable description, quality, and price may be offered to the customer. Where brand names are specified on the catalog, through use of mandatory contracts or specific NAPA assigned stock numbers, assortment will be limited to those brands indicated.

V. PRODUCT QUALITY

- A. Shelf-life

All products delivered shall be as fresh as possible and within the manufacturer’s original shelf life (i.e., Best if Used by Date, Expiration Date, or other markings). Chilled products shall not be frozen in an attempt to extend the products’ shelf life, unless approved by the Contracting Officer.

For annual pack items, products will be from the latest seasonal pack available, unless approved in advance by the Contracting Officer.

For items produced with shelf life greater than 90 days, no product shall be delivered to customers with less than 30 days manufacturer’s original shelf life remaining unless the customer grants prior written approval.

For items produced with shelf life less than 90 days, no product shall be delivered to customers with less than 5 days manufacturer’s original shelf life remaining unless the customer grants prior written approval.

PRIME VENDOR KUWAIT/IRAQ/JORDAN**SOW – Description and Specifications (continued)****V. Product Quality (continued)**

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

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

i. The prime vendor submits written notification to the customer (Theater Food Service Advisor) regarding over aged product and request customer agreement to receive the product if it is approved for extension by DSCP and Vet Services.

ii. The prime vendor submits the extension request paperwork to include Customer agreement, NSN, Item Description, # of Cases, Dollar Value, Price Reduction Offered, Reason/Justification for the request, Manufacturer Letter of Extension, Manufacturer’s original expiration date, and Manufacturer’s extended expiration date to the Contracting Officer and Contracting Officer Representatives for review/concurrence.

iii. The Contracting Officer or Contracting Officer Representative, as designated replies to the prime vendor with accept/reject of the submitted package and go or no-go for the Vet inspection request.

iv. Vets inspect product (in accordance with their list of priorities) to see if it is wholesome and of adequate quality (consideration should be given to the length of the extension guarantee before Vet approval is granted).

v. Items that are approved by the Vets are used by the prime vendor.

B. Commercial standards should be used to maintain temperatures appropriate for individual items.

1. Level of Product Quality:

a. When designating an item as a match for the DoD item in the schedule of items listed in the solicitation, the item must be:

i. Identical in respect to packaging when the DoD unit of issue is not described by weights (e.g. pound or ounce).

PRIME VENDOR KUWAIT/IRAQ/JORDAN**SOW – Description and Specifications (continued)****V. Product Quality (continued)**

- ii. Identical for portion control items, except that pack size may vary. For example, NSN 8905-00-133-5889 “Beef Braising Steak, Swiss” is described as “frozen, formed, portion-cut, not mechanically tenderized, US Choice Grade or higher, 6 oz each, NAMP 1102 or equivalent, from knuckle, inside round, Eye of Round, or Outside Round, 53 lbs. per box”. The requirement for the formed six (6) ounce portion must be identical. However, if the commercial pack size were a 15-lb. box, it would be acceptable by modifying the unit of issue ratio in the STORES ordering system. In respect to the previous examples, the DoD ordering activities require continuity with the DoD unit of issue for proper inventory and accounting within DoD.
 - iii. Equivalent in respect to grade or fabrication.
- b. All items must meet or exceed the Government’s item description of their assigned Government stock number.

VI. QUALITY PROGRAM

- A. A Supplier Selection or certification program shall be used to ensure standardized product quality for each item supplied and/or listed in the stock catalogs, regardless of supplier. The product quality shall be equal to that described in the pertinent item specification. Product characteristics shall be standardized to the extent that variations in flavor, odor, and texture will be minimized.
- B. The prime vendor shall have a formal quality assurance program and a quality control manager that is responsible for over site of the program. All aspects of quality as related to this subsistence prime vendor program shall be proactively monitored and evaluated by the prime vendor.
- C. The contractor shall develop and maintain a quality program for the product acquisition, warehousing and distribution to assure the following:
 - 1. Standardized product quality;
 - 2. Wholesome product by veterinary standards;
 - 3. The usage of First-In, First-Out (FIFO) principles and/or First-Expired, First-Out (FEFO);
 - 4. Product shelf life is monitored;
 - 5. Items are free of damage;
 - 6. Items are segregated in OCONUS warehouses from commercial products
 - 7. Correct items and quantities are selected and delivered;
 - 8. Ensure requirements of the Berry Amendment are met, when applicable;
 - 9. Customer satisfaction is monitored;
 - 10. Product discrepancies and complaints are resolved and corrective action is initiated;
 - 11. Manufacturer, FDA, or DoD initiated food recalls are promptly reported to customers and DSCP;
 - 12. Compliance with EPA and OSHA requirements;
 - 13. Distressed or salvaged items or products shall not be used;

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW – Description and Specifications (continued)**VI. Quality Program (continued)**

14. Applicable food products delivered originate from a source listed as a Sanitarily Approved Food Establishment for Armed Forces Procurement;
15. Hazard Analysis and Critical Control Point (HAACP), if applicable;
16. Commercial standards are used to maintain temperatures appropriate for individual items.

VII. SANITARY CONDITIONS**(a) Food Establishments.**

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

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

(i) Meat and meat products and poultry and poultry products may be supplied from establishments which are currently listed in the "*Meat and Poultry Inspection Directory*", published electronically by the U. S. Department of Agriculture, Food Safety and Inspection Service (USDA, FSIS) (available at: http://www.fsis.usda.gov/Regulations/Meat_Poultry_Egg_Inspection_Directory/index.asp). The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to the Federal Meat and Poultry Products Inspection Acts must be listed in the Worldwide Directory for those items.

(ii) Intrastate commerce of Meat and meat products and poultry and poultry products for direct delivery to military installations within the same state (intrastate) may be supplied when the items are processed in establishments under state inspection programs certified by the USDA as being "at least equal to" the Federal Meat and Poultry Products Inspection Acts. The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW – Description and Specifications (continued)**VII. Sanitary Conditions (continued)**

(iii) Shell eggs may be supplied from establishments listed in the “*List of Plants Operating under USDA Poultry and Egg Grading Programs*” published electronically by the USDA, Agriculture Marketing Service (AMS) (available at: <http://www.ams.usda.gov/POULTRY/Grading.htm>).

(iv) Egg products (liquid, dehydrated, frozen) may be supplied from establishments listed in the “*Meat, Poultry and Egg Product Inspection Directory*” published electronically by the USDA FSIS (available at: http://www.fsis.usda.gov/Regulations_&_Policies/Meat_Poultry_Egg_Inspection_Directory/index.asp). All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

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

(vi) Pasteurized Milk and milk products may be supplied from plants having a pasteurization plant compliance rating of 90 percent or higher, as certified by a state milk sanitation officer and listed in “*Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers*” (IMS), published electronically by the U.S. Department of Health and Human Services, Food and Drug Administration (USDHHS, FDA) (available at: <http://www.cfsan.fda.gov/~ear/ims-toc.html>). These plants may serve as sources of pasteurized milk and milk products as defined in Section I of the “*Grade ‘A’ Pasteurized Milk Ordinance*” (PMO) published electronically by the USDHHS, FDA (available at: <http://www.cfsan.fda.gov/~ear/pmo03toc.html>).

(vii) Manufactured or processed dairy products only from plants listed in Section I of the “*Dairy Plants Surveyed and Approved for USDA Grading Service*”, published electronically by Dairy Grading Branch, AMS, USDA (available at: <http://www.ams.usda.gov/dairy/dypubs.htm>) may serve as sources of manufactured or processed dairy products as listed by the specific USDA product/operation code. Plants producing products not specifically listed by USDA product/operation code must be Worldwide Directory listed (i.e. plant is coded to produce cubed cheddar but not shredded cheddar; or, plant is coded for cubed cheddar but not cubed mozzarella). Plants listed in Section II and denoted as “P” codes (packaging and processing) must be Worldwide Directory listed.

(viii) Oysters, clams and mussels from plants listed in the “*Interstate Certified Shellfish Shippers Lists*” (ICSSL), published electronically by the USDHHS, FDA (available at: <http://www.cfsan.fda.gov/~ear/shellfis.html>).

(3). Establishments exempt from Worldwide Directory listing. Refer to AR 40-657/NAVSUPINST 4355.4F/MCO P1010.31G, *Veterinary/Medical Food Inspection and Laboratory Service*, for a list of establishment types that may be exempt from Worldwide Directory listing. (AR 40-657 is available from National Technical Information Service, 5285 Port Royal Road, Springfield, VA 22161; 1-800-553-6847; or download from web site: <http://www.usapa.army.mil/>.) For the most current listing of exempt plants/products see the Worldwide Directory (available at: <https://vets.amedd.army.mil/vetcom>).

PRIME VENDOR KUWAIT/IRAQ/JORDAN**SOW – Description and Specifications (continued)****VII. Sanitary Conditions (continued)**

(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 termination for “Default” or termination for “Cause” clause of the contract.

VIII. WAREHOUSING AND SANITATION PROGRAM/STORED PRODUCT PEST MANAGEMENT

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

IX. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS

Applicable food products, e.g. poultry, dairy and seafood items, delivered to customers listed in this solicitation, as well as any customer added to the Prime Vendor Program, shall originate either from an establishment listed in the “Directory of Sanitarily Approved Food Establishments For Armed Forces Procurements”, or one which has been inspected under the guidance of the United States Department of Commerce (USDC) or the United States department of Agriculture (USDA). For detailed information see Clause 52.246-9P31 “Sanitary Conditions” in this solicitation.

PRIME VENDOR KUWAIT/IRAQ/JORDAN**SOW – Description and Specifications (continued)****X. PRIME VENDOR QUALITY SYSTEMS MANAGEMENT VISITS AND AUDITS****A. QUALITY SYSTEMS MANAGEMENT VISITS (QSMVs)**

The Supplier Support Division's audit personnel will conduct unannounced Quality Systems Management Visits (QSMVs) to review the PV's compliance with the terms of the contract. The visits will be scheduled as a result of unsatisfactory ratings received during DSCP PV Product Audits, customers' complaints, requests from the Contracting Officer, or as deemed necessary by the Government. QSMVs may include visits to subcontractors and/or product suppliers/food distributors used by the PV. If DSCP deems it necessary to conduct an on-site visit with a subcontractor, product supplier and/or food distributor used by the PV, the PV shall make arrangements for these visits. During the QSMV the Government may review/verify one, several or all of the following areas (this list is not inclusive) as deemed necessary: The methods and procedures used to comply with the terms of the contract; condition of storage facilities; product shelf-life management; inventory in-stock (age of product and condition, labeling, product rotation (FIFO), etc.); shelf life extensions; product substitutions; control of material targeted for destruction/disposal or to return to suppliers as a result of customers' returns including DSCP's PV audit results and other recalls; review of paperwork for product destroyed/condemned or returned to supplier including but not limited to product rated Blue/Red during the last DSCP audit, customer, returns, etc.; customer's notification on product recalls (product rated Blue/Red/other reason), etc; PV's response to customer returns/issues and visits to customers' locations. The QSMV may also include unannounced visits to customers served by the PV.

The Prime Vendor must provide the Government a report showing all DSCP catalog products sorted by location when the QSMV Team arrives.

The Prime Vendor's technical proposal will be incorporated by reference into the contract. The PV will be responsible for complying with its technical proposal. Procedures and processes set forth in the Prime Vendor's technical proposal may be used as standards for a QSMV. If there is any conflict between the solicitation language and the prime vendor's technical proposal, the solicitation language governs.

The Prime Vendor must take corrective action to address any concerns identified as a result of the QSMV. Concerns identified during the QSMV, or PV failure to take corrective action in response to QSMV findings, will be grounds for terminating the PV contract. The government may, at its discretion, take other action to correct the concerns identified during the QSMV such as but not limited to unannounced QSMVs. Such action will not eliminate the government's right to terminate the PV contract should the identified concerns or PV failure to take corrective action continue.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW – Description and Specifications (continued)**X. Prime Vendor Quality Systems Management Visits and Audits (continued)****B. PV PRODUCT QUALITY AUDITS:****1. Basic Audits**

- a. The DSCP Worldwide Food Audit Program, covering all Food Classes within a Prime Vendor's catalog (Meat, Poultry, Seafood and Processed Products, and other items as deemed appropriate) functions as a Service and Quality Assurance check for our DoD customers to ensure the war fighters are receiving products of an optimum quality level. The audit objectives focus on the following to ensure:
 - i. Prime Vendor adherence to contract requirements
 - ii. The quality level of the materials supplied is satisfactory and uniform throughout the DSCP-FT Prime Vendor Regions.
 - iii. There is no product misrepresentation or unapproved substitution.
- b. The Audit objectives are accomplished utilizing the expertise of the U.S. Dept. of Agriculture (USDA) Agricultural Marketing Service (AMS) Meat, Poultry and Processed Products Graders, U.S. Dept. of Commerce (USDC) National Marine Fisheries Services and DSCP-FT Quality Assurance personnel. Representatives from the above agencies form the DSCP Worldwide Food Audit Team.
- c. Each Prime Vendor will undergo an initial audit once per contract period with the first audit occurring during the base period and other initial audits occurring once per option period. The Audits are conducted as a product cutting. The average cost of one Food Audit is approximately \$9,500.00 (product cost only). As a Prime Vendor you will be expected to provide samples of the government's choice of a cost of approximately \$9,500.00 per audit. Additional cost may be incurred by the PV if the PV's facility does not have a facility/kitchen or the equipment needed to perform the audit.

2. Audit Process

- a. The Prime Vendor will be given advanced notice of sixty (60) calendar days of an impending audit. The Government reserves the right to conduct unannounced food audits.
- b. DSCP Worldwide Food Audits are typically a three (3) day process. Day one is devoted to sample selection at the Prime Vendor's warehouse. Day two and three encompass the performance of the actual audit.
- c. Once an audit has been scheduled, the DSCP Lead Auditor will arrive at the Prime Vendor's warehouse on day one and provide a list of items identified for evaluation and select items to be inspected during the course of the audit.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW – Description and Specifications (continued)**X. Prime Vendor Quality Systems Management Visits and Audits (continued)**

- d. Items selected for evaluation will be segregated from the Prime Vendor's regular inventory and appropriate procedures shall be used to maintain the integrity of the samples. Evidence that the Prime Vendor has replaced or tampered with samples, or otherwise interfered with the audit samples and/or audit process will result in the PV failing the audit. One or more audit failures may be grounds for terminating the contract.
- e. During the Audit (days two and three), the DSCP Quality Assurance Representative will assign an item rating based on compliance with or departure from stated requirements as specified in the DSCP NSN, LSN, or NAPA catalogs. Items will also be audited to determine compliance with the Berry Amendment, approved source requirements, FDA Retail Food Code, USDA Warehousing Standards, Good Manufacturing Practice, additional provisions of the Code of Federal Regulations and other applicable standards.
- f. Deviations from the contract or stock number requirements will be color coded and classified based on the severity of departure from requirements as follows:

PV PRODUCT AUDIT RATINGS (COLOR CODE RATING SYMBOLOGY)

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

MINOR NONCONFORMANCE (YELLOW) = Not fully acceptable. A Minor nonconformance is a deviation from the contract or the item description stock number requirements. This minor nonconformance is not likely to materially reduce the usability or serviceability of the item for its intended purpose or affect its condition and/or the continued storage of the item for further use. Examples of minor nonconformances: Cataloging issues; Minor workmanship/fabrication violations; Minor weight/portion control violations; Items that exhibit very slight freezer burn or dehydration on some sample units; Minor workmanship/fabrication or minor weight issues; Minor deviations from packing, packaging, labeling and marking requirements that would not necessitate a regulatory market suspension or affect DSCP's ability to recall the item. **ACTION REQUIRED:** This nonconformance requires attention from the PV. Minor nonconformances may be tolerated by the customer for a short period of time (until the PV receives a new product at OCONUS but for no more than 30 days at CONUS locations).

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW – Description and Specifications (continued)**X. Prime Vendor Quality Systems Management Visits and Audits (continued)**

MAJOR NONCONFORMANCE (BLUE) = A major nonconformance, other than critical, is a deviation from the contract or the item description stock number requirements. This major nonconformance is a deviation that materially affects or is likely to have a major effect on the serviceability, usability, condition and/or continued storage of an item for further use. Examples of major nonconformance's: Domestic source/regulatory/approved source violations; Wrong item; Grade failures or mismatch; Major workmanship/fabrication violations; Major weight/portion control violations; Item shelf life/ expiration date violations; Not latest season pack/crop year violations; Items that exhibit major freezer burn or dehydration, temperature abuse, and/or other off condition that although not likely to result in hazardous or unsafe conditions, the defect and/or combination of defects materially affect the item serviceability for its intended purpose and/or prevents the performance and production of an end item/meal by the customer; and/or major deviations from packing, packaging, labeling and markings that would necessitate a regulatory market suspension or have a major affect on DSCP's ability to recall the product. **ACTION REQUIRED:** PV is required to STOP ISSUE of the item, unless otherwise approved by the Contracting Officer.

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

NOTES:

1/ MAJOR NONCONFORMANCE (BLUE) = In PV OCONUS locations only, the Contracting Officer may approve continue issue of the item because of location extenuating circumstances and on a case-by-case basis. This approval is depending on the type and severity of the deviation, DSCP Lead Auditor recommendation, customer approval, and if the same item and/or a substitute of equal/higher technical quality is Not-in-Stock at OCONUS location. Continue issue of the item may require and include PV screening/rework of the nonconforming item and follow-up Government inspection/audit to verify action taken by the PV (at no cost to the Government for inspection/travel costs). At CONUS/OCONUS locations, only the Contracting Officer, not the customer or the Lead Auditor, has the authority to accept wrong items (not meeting item description cited in DSCP catalogs). The Rating assigned to the item WILL NOT be changed by the Lead Auditor because of acceptance with a waiver/rework/repair of the item in question. The DSCP Food Safety Office, at the request of the Contracting Officer, may issue a restricted (to DSCP customers only) a Hazardous Food Recall for all those items originating from an unapproved source and distributed to DSCP customers worldwide.

PRIME VENDOR KUWAIT/IRAQ/JORDAN**SOW – Description and Specifications (continued)****X. Prime Vendor Quality Systems Management Visits and Audits (continued)**

2/ CRITICAL NONCONFORMANCE (RED) = The DSCP Food Safety Office will issue a Hazardous Food Recall for all critical nonconformance's involving items with food safety concerns that render an item unfit for human consumption or may present a health hazard for DOD customers. If applicable, the Contracting Officer should suggest suppliers/producers of the item to review shipping documents to ensure the same item was not delivered to other DOD customers.

3. Prime Vendor Audit Preparation

The PV is responsible and will bear all costs for the facility and the equipment/supplies used during the audit. Immediately upon receipt of the audit notification, the PV shall make arrangements to use their normal product cutting room/kitchen (if adequate) or find another facility for the audit. If there is no space available at the PV facility or the space is inadequate other arrangements must be made by the PV. The room must be equipped with running water. Clean up of the cutting area/room and continuous clean up of equipment will be the PV's responsibility. The PV must call the Lead Auditor to discuss the location, adequacy of the facility, and equipment available as soon as possible but no later than 45 Calendar days prior to the audit. The following is the list of equipment needed:

- (1) Freezer storage area to store samples selected
- (2) Chill area for tempering product for approximately 10 + pallets
- (3) Tables for conducting the audit and demonstration.
- (4) Sinks/wash area equipped with sanitizing soap for cleaning knives and equipment.
- (5) Water jet spray attachment for the sink
- (6) Pans or work area in close proximity to a sink area to drain/purge from packaged product.
- (7) Deep fat fryer.
- (8) Microwave.
- (9) Calibrated scales – A scale capable of weighting portion control items and roasts; a large scale capable of weighting large cases (weighting up to 70 pounds); a digital portion scale capable of weighting in ounces and grams.
- (10) A minimum of 10 large flat baking sheet pans, plastic trays or some type of tubs to place thawed meats.
- (11) Cart to move samples around.
- (12) Cutting boards (two or three)
- (13) Large trash cans with bags.
- (14) Power hook-up for 3-4 computers
- (15) Access to a copy machine
- (16) Small box for ground beef samples (Approx. 10 oz) and dry ice or cold packs for mailing.
- (17) Miscellaneous supplies: Paper towels; heavy-duty plastic bags; one box of large latex gloves; paper flip chart/easel with markers (RED, BLUE, ORANGE, GREEN, BLACK); cellophane tape;
- (18) Optional but considered highly desirable: Cloth towels and floor covering to maintain clean and sanitary floor areas.

PRIME VENDOR KUWAIT/IRAQ/JORDAN**SOW – Description and Specifications (continued)****X. Prime Vendor Quality Systems Management Visits and Audits (continued)****4. Sample List/Selection of Samples**

The DSCP Lead Auditor will provide a list of sample items upon arrival at the PV facility. Two samples for each item will be selected. A pick list/picker stickers, six month velocity or usage report, and an on-hand inventory quantity report (i.e. number of cases on hand) should be developed for each item after receipt of the list. In addition, since all Seafood items are required to originate from an approved domestic source, copies of certificates/documentation for these items and any item on the list that is required to be certified must be available for review upon arrival at the facility. Warehousing assistance will be required to pull and prepare samples for the audit. Assistance with moving samples from the storage areas to the audit area and also continuous removal of items after review will be required on audit days. Some samples will require tempering/thawing. An area will need to be provided for the sample tempering process with a capacity for at least 10 or more single layer pallets side by side. In order to rapidly temper these items the warmest area at the facility will be needed. Upon tempering the items will need to be placed in a chilled environment. All samples must be stored in controlled conditions to protect from abuse or tampering. The meat audit items (approx. 13-20) will be primarily Center of the Plate –Beef and Pork- Steaks, Roasts, Chops, Diced, and Ground items. Ground Beef Bulk and Patties will be sent to the USDA laboratory for Analytical testing- Fat only. The PV will need to arrange for the shipping of the samples approximately 4 ounces, except in OCONUS areas where prohibition exists or it is impractical. The seafood items (approx. 13-20) will consist of Fish - Portions, Sticks, Fillets, and Steaks, Shrimp, Lobster, Crab, Clam, Oyster, and Crawfish. Poultry items (approx. 13-20) will also be center of the plate items. Processed Products Fruit and Vegetable will consist of approximately 13-20 Items.

5. Audit Results

The audit results are performance indicators that will be used in conjunction with a firm's past performance. DSCP considers 85% acceptability for each category (Meats, Poultry, Seafood, and Processed Products) as the minimum standard for acceptable performance. Prime Vendors will be given a detailed report on each product reviewed. It will be the Prime Vendor's responsibility to take immediate action to correct any deficiency uncovered during the audit. Corrective action must include action to address the deficiency and the system which allowed the deficiency to occur. Audit failures and/or failure to take corrective action will be grounds for terminating the contract.

6. Follow-Up Audits

Follow up audits may be scheduled within a one-year period of the initial audit as deemed necessary by the Government. Grounds for follow-up audits include but are not limited to failure to obtain an acceptable rating (<85%) in one or more commodities, repetitive failures, and customer complaints. All samples, audit facility, and equipment/supplies needed for the follow-up, same as indicated above for the initial audit, are to be at the expense of the Prime Vendor.

PRIME VENDOR KUWAIT/IRAQ/JORDAN**SOW – Description and Specifications (continued)****X. Prime Vendor Quality Systems Management Visits and Audits (continued)****7. Audit failures**

As noted herein, audit failures and/or failure to take connective action will be grounds for terminating the contract. The government may, at its discretion, take other action to address the audit failure such as, but not limited to unannounced QSMVs or follow-up audits. Such action will not eliminate the government's right to terminate the PV contract should the deficiency or system which allowed the deficiency to occur remain uncorrected.

XI. JUICE AND DRINK DISPENSERS, SOFT SERVE/YOGURT MACHINES, HOT SOUP AND CEREAL DISPENSERS

- A. When requested, the prime vendor shall furnish beverage, hot soup, and cereal dispensing machines, and soft serve/yogurt machines, as specified herein. The upkeep of the machines consisting of, but not limited to, labor, transportation, and supplies required to repair and maintain the equipment, shall be the sole responsibility of the contractor. Maintenance or replacement shall be in accordance with normal commercial practice.
- B. The contractor shall furnish mechanically refrigerated dispensing machines and heads suitable for use with prime vendor cataloged products. A sufficient number of machines and dispensing heads shall be installed in the customer's facility to accommodate the specific needs of each ordering activity. Facility exceptions must be mutually agreed upon.
- C. When the situation allows, the contractor will provide a technically qualified service representative to perform maintenance and quality control inspections on each dispensing system. If more frequent maintenance is deemed necessary, the Prime Vendor must provide this additional service at no additional cost. If replacement is required, the Prime Vendor shall provide replacement at no additional cost.
- D. Any equipment or material furnished by the Prime Vendor shall remain the property of the Prime Vendor, and must be returned to the Prime Vendor at the conclusion of the contract.

XII. BRAND NAME ITEMS

- A. Based on the ordering habits of the customers listed in this solicitation, the current Market Basket or Schedule of Items and total catalog includes numerous Brand Name items. These are items whose manufacturers have offered the Government a discount under the NAPA Program, and which the customers have expressed a preference for, and shall be included in the catalog at the customer's request. This does not preclude future catalog changes during the life of the contract to add competing products based on added value to the customer.
- B. Offerors are required to submit pricing on the specific Brand Name item listed in the item description, if applicable.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

STATEMENT OF WORK (SOW) (continued)**PACKAGING AND MARKING****I. PACKAGING, PACKING, AND LABELING**

- A. All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug and Cosmetic Act and regulations promulgated there under. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code. The prime vendor shall be responsible for abiding to any applicable packaging, packing, and marking regulations of the various countries in/through which product will be stored/transported.
- B. Semi-perishable items shall be snugly packed in shipping containers that fully comply with the National Motor Freight Classification and Uniform Freight Classification Code, as applicable.
- C. All meats, poultry, and seafood will be vacuum packed when practicable. In all instances the packaging must protect the product from freezer burn and contamination.
- D. Frozen product must be processed and packed to allow removal of the individual units from the container without damage to that or other units. The intent is to be able to remove only that amount of product required for current needs, without the necessity of defrosting all units.
- E. Chill and freeze products must be shipped in refrigerated (Reefer) Vans and appropriately separated per temperature requirements.

II. MARKINGS

- A. To ensure that the carrier and the receiving activity properly handle and store items, standard commercial precautionary markings such as “KEEP FROZEN”, “KEEP REFRIGERATED”, etc. shall be used on all cases when appropriate.
- B. To the maximum extent possible, nutritional and ingredient labels shall be placed on the individual package.
- C. Any delivered product not labeled with the name and address of the manufacturing establishment must be identified as to its manufacturer by “timely” advance written notice to each installation’s officer in charge of food service (e.g. Installation Food Advisor (IFA)). The listing is requested in alphabetical order in respect to the shipping container nomenclature. This listing must be kept current and provided to each Installation’s Food Advisor, Food Service Officer, or FSC on a quarterly basis.
- D. **CODE DATES:** All products shall be identified with readable (open code dates). All products delivered by the Prime Vendor will have an “open coded” (month/year) “Date of Pack” (DOP) and an “open coded” “Best When Used By Date”, “Sell by Date”, date of production, date of processing/pasteurization or similar marking indicating the end of the guaranteed freshness date. If the product manufacturers/producers do not use open code dating the PV should request labeling with open code dates or shall use the origin manufacturers/producers Product Code Key to decode the item shelf life information, decode the closed code date, and must apply the open code date to their own label.

PRIME VENDOR KUWAIT/IRAQ/JORDAN**SOW – Packaging and Marking (continued)****II. Markings (continued)****E. TRACEABILITY REQUIREMENTS FOR PRIME VENDORS OR PV'S SUPPLIERS RE-PACKAGING AND RE-LABELING PRODUCTS**

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

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

III. PALLETIZATION

- A. All prime vendor shipments must be palletized in accordance with good commercial practices. The Prime Vendor is responsible for the purchase of all pallets. Where practical, pallet exchange programs will be implemented by customers. Pallets may not always be returned on a 1 to 1 basis. This does not relieve the contractor from delivering products on the proper type pallet. Pallet retrieval and all associated costs shall be the responsibility of the Prime Vendor.
- B. Cases may be mixed on the pallet, but are to be skillfully built as to allow the receiver to out check/in check all items on that pallet.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

STATEMENT OF WORK (SOW) (continued)**INSPECTION AND ACCEPTANCE****I. INSPECTION AND ACCEPTANCE**

- A. FOB Destination Shipments: (All shipments, unless otherwise specified by the Contracting Officer).

Inspection and acceptance of products will be performed at destination. The inspection is normally limited to identify, count and condition; however, this may be expanded if deemed necessary by either the military Veterinary Inspector, Dining Facility Manager, Food Service Advisor/Officer, or the Contracting Officer.

The Prime Vendor's delivery vehicles shall be equipped to maintain the appropriate temperatures and product segregation as necessary to deliver products at the proper temperature. Deliveries shall be made in clean, closed vehicles. When transporting food items, the vehicles shall be maintained in good sanitary condition to prevent contamination of the material. Delivery vehicles used to deliver items under this contract shall be subject to military veterinary inspection at destination. In addition, the delivery vehicles will be inspected for cleanliness and condition.

The authorized receiving official at each delivery point is responsible for inspecting and accepting products as they are delivered. The delivery ticket/invoice shall not be signed prior to the inspection of each product. All overages/shortages/returns are to be noted on the delivery ticket/invoice by the receiving official and truck driver. A signature on the delivery ticket/invoice denotes acceptance of the product.

The contractor shall forward three (3) copies of the delivery ticket/invoice with the shipment. The receiving official will use the delivery ticket/invoice as the receipt document. Two (2) copies of the signed and annotated delivery ticket/invoice will serve as the acceptance document. No invoice may be submitted for payment until acceptance is verified or Fast Pay has been permitted.

- B. FOB Origin Shipments (Only when specified by the Contracting Officer).

Inspection and acceptance of products will be performed at the prime vendors CONUS distribution point by a prime vendor paid USDA official. Inspection will normally be limited to identity, count, and condition.

The USDA official will sign the prime vendor prepared DD Form 250 form denoting acceptance of the product by the government. Invoices matching the DD250 quantities along with a copy of the DD250 will be express mailed by the prime vendor to both DSCP and the end customer.

PRIME VENDOR KUWAIT/IRAQ/JORDAN**SOW – Inspection and Acceptance (continued)****II. WARRANTIES**

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.

III. DELIVERY TEMPERATURES, SHIPPING AND STORAGE REQUIREMENTS

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

- A. In order for frozen items to be accepted by the receiving activity, the following criteria must be observed:
 - 1. Packages must be solid, not soft, upon arrival;
 - 2. Container and wrapping must be intact and in a solid condition;
 - 3. Packages must be free of drip and show no evidence of thawing and re-freezing (i.e. watermarks on boxes; off odor) or dehydration.
 - 4. Cello wrapped packages will not be discolored or show other signs of freezer burn.
- B. Items requiring “Protection from Heat” shall be stored and delivered at a temperature below 70 degrees Fahrenheit or less.
- C. Items requiring chilled conditions shall be stored and delivered under refrigeration of 32 to 40 degrees Fahrenheit.
- D. For ice cream, the recommended storage and delivery temperature is –10 degrees Fahrenheit and the temperature should not exceed 0 degrees Fahrenheit.
- E. Containers and wrapping must be intact and not damaged. Packages will be free of dripping and show no evidence indicating that the contents have thawed, been refrozen, freezer burned, etc. Packages must show no evidence of dehydration.

PRIME VENDOR KUWAIT/IRAQ/JORDAN**SOW – Inspection and Acceptance (continued)****IV. REJECTION PROCEDURES**

- A. If product is determined to be defective, damaged, and/or compromised in any other manner, it may be rejected by the receiving official.
- B. When product is found to be non-conforming or damaged, or otherwise suspect, the receiving official shall reject the item and/or determine the course of action to be taken with the product in questions. If present, the Contracting Officer Representative (COR) may be consulted. The final decision is to be made by the receiving official.
- C. In the event an item is rejected, the delivery ticket/invoice shall be annotated as to the item(s) rejected. These items shall then be deducted from the delivery ticket/invoice. The delivery ticket/invoice total must be adjusted to reflect the correct dollar value of the shipment. Replacements will be authorized based on the customer's needs. To the greatest extent possible, on an as-needed, emergency basis, next day re-delivery of items that were previously rejected shall be made, so that the customer's food service requirements do not go unfulfilled. The re-delivered items will be delivered under a separate delivery ticket/invoice utilizing a new call number, CLIN number, and purchase order number. These re-deliveries will not constitute an emergency requirement and therefore will have no additional charges.
- D. In the event that a product is rejected after initial delivery is made, the Prime Vendor will pick up the rejected product. Credit due to the ordering activity as a result of the rejected product being returned, will be handled through a receipts adjustment process in STORES. If the vendor has already been paid for the product, a claim will be issued through DSCP's financial system. In all cases, one (1) copy of the credit memo is to be given to the customer and one (1) copy of the credit memo is to be sent to the DSCP Acquisition Specialist.
- E. It is a requirement of this solicitation that product shall be inspected upon receipt as promptly as practicable. However, failure to promptly inspect or accept supplies shall not relieve the contractor from responsibility, nor impose liability on any of the customers, for nonconforming supplies.
- F. Supplies transported in vehicles which are not sanitary, or which are not equipped to maintain prescribed temperatures, may be rejected without further inspection.

PRIME VENDOR KUWAIT/IRAQ/JORDAN**STATEMENT OF WORK (SOW) (continued)****DELIVERIES AND PERFORMANCE****I. CONTRACTOR ACCOUNTABILITY**

In keeping with United States commitments to insure that products imported into foreign countries for use by the United States Armed Forces is not converted to other use, the Prime Vendor is responsible to develop and implement a system to insure accountability of products procured by the United States under this contract. Furthermore, Prime Vendor is required to segregate Government stocks from commercial stocks during OCONUS warehousing and shipping.

II. CONTRACT IMPLEMENTATION/EFFECTIVE PERIOD

In the event that a follow-on contract is awarded to a firm other than the incumbent prime vendor, the Government intends to: (i) make award at least 180 days prior to the expiration date of the incumbent contract and (ii) establish a time phased transition schedule during the incumbent contract's final 120 to 180 days of operation. During the implementation period, the incumbent Prime Vendor will remain the principal source of food and non-food supplies. Performance failure during this period may result in the contract termination for cause. The order of precedence for customer support is (1) the incumbent Prime Vendor (2) the new Prime Vendor.

Within (30) days after notification of award, the unsuccessful incumbent Prime Vendor will submit its proposed ramp-down schedule to the Contracting Officer. Upon receipt and after review and discussion, the Contracting Officer will assist the new Prime Vendor with forecasting levels and begin the ramp-up phase. The Government will avert significant and additional over-ocean transportation charges if the new Prime Vendor considers procuring residual levels of inventory from the incumbent as an initial basis for creating a total asset pipeline.

At least (90) days prior to implementation, the new Prime Vendor shall be required to establish fully functional catalogs and have its distribution systems in place, including all EDI support systems, for all customers under their respective contract(s). At 60 days prior to implementation, the new PV will submit its first Total Asset Visibility (TAV) Report to the Contracting Officer. This report shows, by item and quantity, the location of each product in the pipeline, whether on order, in the PV's CONUS warehouse, on the water, or in the PV's OCONUS warehouse. The New Prime Vendor shall fully prepare to support all customers under the contract at least 30 days prior to expiration date of the incumbent contract. It is the Government's intent to have all orders placed under the new Prime Vendor contract when the incumbent contract expires. However, the Government reserves the right to phase in customer ordering points when it is in the best interest of the Government.

To fulfill requirements of contract, the contractor will begin preparation for performance on the contract at time of award. Fulfillment of requirements of the contract incorporates the previously described ramp up phase. Base period of contract begins when the first customer order is placed with the prime vendor. Base period consists of 24 months.

PRIME VENDOR KUWAIT/IRAQ/JORDAN**SOW – Deliveries and Performance (continued)****III. ITEM AVAILABILITY**

Items must be stocked in sufficient quantities to fill all ordering activity requirements. Surges in demand must be taken into consideration when determining stocking procedures. Also, lead times from CONUS to OCONUS must be considered.

IV. DELIVERY INSTRUCTIONS

Normal routine deliveries shall be made within 6 days after order placement. Note, the 6 days represents the lead-time for Kuwait land based customers and the date of shipment to Iraq Zone based customers. For example, an order placed before noon on March 1st would have a required delivery date of March 7th for sites in Kuwait and a ship date of March 7th for customers located in Iraq. Exceptions may apply for remote areas and communication problems.

- A. Unless otherwise specified by the Contracting Officer, deliveries shall be F.O.B. destination to all ordering activities and delivery points. All items will be delivered to customer locations, within the scheduled delivery period, free of damage, with all packaging and packing intact. Dependent upon the specific customers, deliveries shall average 1-3 times per week to each customer, unless the customer and the prime vendor agree upon more or less frequent stops.
- B. Pallet return may not be allowable either due to customer missions(s) or country custom regulations. Where allowable and practical, pallet exchange programs will be implemented by customers. Pallets may not always be returned on a 1 to 1 basis. The prime vendor shall remove all empty pallets and all excess packaging materials on the next delivery.
- C. Prime vendor contractors should be aware that projected feeding strengths at each Military location are subject to fluctuations based on a variety of factors; i.e., seasonal increases/decreases in personnel, surges in personnel during training exercises or crisis situations, or troop transfers, etc. Therefore, it is critical that prime vendor customer service representatives should be able to converse fluently in English, and maintain open communications with the individual bases to be aware of these fluctuations and work closely with the customers to provide the increased quantity and frequency of deliveries needed during these critical times.
- D. Installation delivery routes and stop-off sequences will be coordinated and verified with the installations on a post award basis by the awardee(s).
- E. All deliveries are subject to military inspection at destination. Delivery vehicles may be required to stop at central locations for inspection or convoy support before proceeding to or leaving assigned delivery point(s). The prime vendor must maintain records and provide a signed copy of the delivery ticket/invoice per U.S. Government instructions.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW – Deliveries and Performance (continued)**IV. Delivery Instructions (continued)**

- F. All shipments to Iraq must be accompanied by military escort. A number of procedures are required for this process and can change per military direction. Below describes the general course of events required:
1. Within 72 to 96 hours of the ship date, the prime vendor will be required to notify the Movement Control Teams of the number of containers to move and destinations.
 2. Containers must be ready for shipment at least 8 hours prior to scheduled departure time as established by the movement control team.
 3. GPS devices and placards must be affixed to the containers and vehicles at least 2 hours prior to the scheduled move.
 4. The prime vendor must have the required personnel stationed at the various “key transit points” or “Hub” sites throughout Iraq, 13th COSCOM and MNF-I in order to perform communications, tracking, yard management, driver control, etc. in order to facilitate both forward and retrograde movements.
 5. Prime vendors will be required to track and know all container whereabouts, contents, how long containers have been at locations, etc.... Reports will be required to be submitted on a daily basis to the Contracting Officer indicating deployed vehicle assets and their positions.
 6. Several drop points are expected for shipments to the various base locations. Purchase orders from different DODAACs should not be combined on the same vehicle unless authority is granted by the U.S. Government Contracting Officer or COR.
 7. Lifting the containers onto a flatbed truck (a combination of twenty-foot equivalent units and forty-foot equivalent units) may be required and the prime vendor must have material handling equipment (MHE) to support this function. Expected MHE in support of Iraq would include a 15 ton forklift, a 7 ton forklift, and a crane, including operator, diesel and maintenance, available on a twenty-four (24) hour per day basis.
- G. Delivery point information is provided below. The Iraq Dining Facility (DFAC) locations will be the destination of delivery whereas for Mobile Kitchen Trailer (MKT) requirements, there will be many occasions where the customer will pick-up products during a transload process at a key transit point or “Hub” site. For Zone I Iraq customers, expectations are for sites to require delivery cycles once every five days. For Zone I Kuwait customers, expectations are for sites to required delivery cycles every other day. For Zone 2 Iraq customers, expectations are for sites to require delivery cycles once every four days. An ordering sequence will be developed to spread the customer orders out in order to prevent all orders / “pushes” to be on the same day.
- H. The customers should not be contacted regarding questions concerning delivery prior to contract award. Offerors are advised to contact the Contracting Officer(s) or the Contract Specialist(s) for any such information. Post award, Services will have representatives available from a combination of HQ staff, deployed commands and dining hall representatives.
- I. Products for individual customers/dining facilities must be segregated. Many of the military bases have more than one delivery point. All products shall be segregated by drop-off point. The intent is to provide expeditious off-loading and delivery to the customer.

PRIME VENDOR KUWAIT/IRAQ/JORDAN**SOW – Deliveries and Performance (continued)****IV. Delivery Instructions (continued)**

- J. The offeror shall also ensure that the personnel loading and delivering the product provide prompt and efficient service to the customer. Drivers should carry picture ID's, and comply with badge requirements and any other internal ID and security requirement of the specific site. Trucks should also be properly registered with each activity to ensure smooth admission to the compound, while fully honoring all in-house security protection measures of the military activities.
- K. Delivery to airfields, airports may also be required. The prime vendor will be required to palletize, cover, strap down and transport cargo to the designated airfield. The prime vendor will be required to properly prepare/process any and all required documentation before items are accepted for airlift transport. Once the prime vendor ensures that said documentation is properly filled out and all cargo is safely palletized and passes inspection, the air pallets will be loaded onto the awaiting aircraft.

L. DELIVERY POINTS

Zone 1 – Kuwait:

Locations are scattered throughout Kuwait. Significant delays may be experienced due to base security procedures. Most locations are within 120 minutes of the airport. Most locations will require deliveries every other day. However, FF&V and LMR may be required every day. Listed below is a general guide as to the number of delivery points. The names of the facilities and even the locations will change based on force protection requirements. In other words, the locations may have temporary closures, move to other areas and new areas may be added. Locations have sufficient access to accommodate 40 FT trucks; however, the prime vendor will need to use a forklift or pallet jack since the sites tend to lack loading docks.

Service	DODAAC	Unit Name
Air Force	FT9294	Ali Al Salem
Army	W98SAL	Ali Al Salem – LSA
Army	WKNB01	Kuwait Naval Base
Army	W9SPOD	SPOD – Shuadia Port
Army	W9UNIT	SPOD - MSD73
Army	N57007	SPOD - Ocean 6
Army	W9APOD	APOD – Fintas
Army	WZONE1	Camp Arifjan
Army	WZONE2	Camp Arifjan
Army	WARLTN	Camp Arifjan – Zone 6
Army	W9VIR2	Camp Virginia
Army	W90FSC	Camp Virginia
Army	W98BER	Camp Ber 2

PRIME VENDOR KUWAIT/IRAQ/JORDAN**SOW – Deliveries and Performance (continued)****IV. Delivery Instructions (continued)**

L. Delivery Points (continued)

Zone 1 – Northern, Central, and Southern portions of Iraq

U.S. Government estimates there to be approximately 65 Dining Facility (DFAC) locations and 38 Mobile Kitchen Trailer (MKT) Locations through Northern, Central, and Southern Iraq.

It is anticipated that the northern Iraq DFACs and MKTs, approximately 14 and 23 respectively, will receive as a minimum their FF&V and LMR support via delivery routes originating from Turkey.

Zone 2 – Jordan & West Central portion of Iraq

U.S. Government estimates there to be approximately 9 DFAC locations and 5 MKT locations through West-Central Iraq to be supported via delivery routes originating from Jordan. At this time, there is no requirement for support to site locations in Jordan.

- M. All orders shall be accompanied with three copies of the delivery ticket/invoice documents.
- N. Kuwait and Jordan customers may cancel orders up to 8 hours prior to delivery. Iraq customers may cancel orders prior to truck sealing. No restocking charges apply.

V. TERMS OF INDEFINITE QUANTITY CONTRACT

- A. The duration of the contracts(s) is for a two (2) base term and two (2) two (2) year option periods. The ordering period begins after the first order is placed. The effective contract period will run from the day the first order is placed until two years thereafter.
- B. The contractor's implementation period is defined as the timeframe which begins immediately after award and ends when the first order is placed. The Prime Vendor shall submit a proposed implementation schedule to the Contracting Officer within thirty (30) days after award highlighting the steps that will be taken to implement a fully functional distribution account, including all EDI transactions (and testing), for all customers covered by this solicitation. Fully functional catalogs must be established within ninety (90) days after award. The prime vendor must submit its first Total Asset Visibility (TAV) Report to the Contracting Officer within 120 days after award. This report shows, by item and quantity, the location of each product in the pipeline, whether on order, in the PV's CONUS warehouse, on the water, or in the PV's OCONUS warehouse. The Prime Vendor may be required to support a phased in number of customers within 120 days after award and is required to support all customers under the contract within 180 days after award.

PRIME VENDOR KUWAIT/IRAQ/JORDAN**SOW – Deliveries and Performance (continued)****VI. FILL RATE/SUBSTITUTIONS**

- A. Order fill rates shall be calculated on an on-time, per order basis and tracked for weekly and monthly submission to the Contracting Officer, Contract Specialist and Contracting Officer Representatives. The fill rate shall be calculated as follows and shall not include substitutions, mis-picks, damaged cases, etc.:

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

- B. Definitions:

1. Cases accepted: The product that the customer has received and receipted not including damaged cases, mis-picks, and product substitutions.
2. Cases ordered: The product requested by a customer.

- C. All orders placed by the customer are made on a “fill or kill” basis. If an item cannot be delivered at the required delivery date of the original order, the item is considered Not in Stock (NIS). If the customer chooses to have a replacement item delivered, they must place a new order in the STORES system for this item and a delivery will be made within the required delivery schedule.

- D. The awardee must maintain a minimum fill rate of 97% or above as part of their contractual requirement.

VII. HOLIDAYS

All orders are to be delivered on the specified delivery date. However, when a scheduled delivery falls on a holiday, the Prime Vendor shall make delivery arrangements in advance with the customer to prevent disruption of service. Upon request, the Contracting Officer Representative will assist in identifying country specific holidays.

VIII. EMERGENCY ORDERS

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

PRIME VENDOR KUWAIT/IRAQ/JORDAN**SOW – Deliveries and Performance (continued)****IX. AUTHORIZED RETURNS**

- A. The contractor shall accept returns under the following conditions:
1. Products shipped in error;
 2. Products damaged in shipment;
 3. Products with concealed or latent damage;
 4. Products that are recalled;
 5. Products that do not meet shelf life requirements;
 6. Products that do not meet the minimum quality requirements as defined for the items listed in the Schedule;
 7. Products delivered in unsanitary delivery vehicles;
 8. Products delivered that fail to meet the minimum/maximum specified temperature;
 9. Quantity excess as a result of order input error/and or purchase ratio factor error; and
 10. Any other condition not specified above that is determined a valid reason for return by the customer.

X. SHORT SHIPMENTS AND SHIPPING ERRORS

- A. The receiving official will annotate short shipment(s) on the delivery ticket/invoice(s) that accompany the delivery. The prime vendor's representative (the truck driver, transportation officer, or squad leader), will acknowledge and counter-sign the delivery ticket/invoice.
- B. Any product delivered in error by the Prime Vendor must be picked up on the next delivery day after notification by the ordering facility.

PRIME VENDOR KUWAIT/IRAQ/JORDAN**SOW – Deliveries and Performance (continued)****XI. SURGE AND SUSTAINMENT**

- A. The primary mission of the Defense Logistics Agency (DLA) is to support the military in peace and during contingencies. The ability to ramp-up quickly to meet early requirements, and to sustain an increased pace throughout the contingency are critical to the execution of U.S. military strategy. DLA's designation as a Combat Support Agency makes it directly responsible for the timely support of critical supplies to the Combatant Commanders in support of their operational requirements. Because of DLA's unique role, surge and sustainment capability is a primary consideration in all acquisitions. All DLA contractors are accountable for surge and sustainment performance, ensuring surge capability actually exists and validating surge capability through surge testing.
- B. The DLA defines surge as the ability to ramp up quickly to meet early requirements normally needed within the first 45 days. These surges in demand may increase the estimated demand up to 3 times. Sustainment is defined as the ability to sustain an increased pace throughout the contingency(s) for six months or longer. The spectrum of possible contingencies includes major theatre and smaller scale contingency operations. The various contingencies are as follows:
- i. Joint Chiefs of Staff (JCS) Logistics Exercises – The contractor must have the ability to support short term surges in demands. There may be occasions where large increases in quantity will be necessary for short periods of time and on short notice. An example of a surge situation would be an increase in military feeding two times the normal demand for a period of up to 30 days. Normally, there is advance notice as to when exercise surges will occur.
 - ii. Military Operations – The contractor must have the ability to support surges in demand, which may be needed for an extended period of time on short notice. An example of military operations would be US peacekeeping missions, Bosnia support and Operation Enduring Freedom. For this type of scenario, the capability to ramp-up quickly to meet early requirements, as well as sustainment for an extended period of time is essential.
 - iii. Mobilization - A full-scale military mobilization or a national emergency could increase supplies to those items and quantities listed in the Prime Vendor Go To War Catalog. This increase in quantity may be needed for a six-month period or longer. Normal mobilization strategies provide lead times of at least 30 days to build to the necessary support level. The contractor must have the ability to support this increased level of supply for an extended period of time.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW – Deliveries and Performance (continued)**XI. Surge and Sustainment (continued)****C. PRIME VENDOR GO TO WAR CATALOG****(Beyond the estimated quantities identified in the schedule of items, attachments 4 thru 7)**

1. The Prime Vendor Go To War Catalog was developed to identify surge and sustainment requirements for commercial food items. The items listed in the catalog clearly describe items and quantities needed for surge and sustainment. These items provide a baseline against which the prime vendor, the government, or accounting firms hired by the government, can assess its supplier base capabilities and determine shortfalls. It also provides a baseline against which surge and sustainment performance can be measured and for which the prime vendor will be held accountable.
2. The Prime Vendor Go To War Catalog items represent all of the military services contingency menus with consideration given to the each service's individual recipes. The catalog consists of a broad category of items identified as Category Stock Numbers (CSNs). There are approximately 370 CSNs. Each CSN includes a list of acceptable equivalents or substitutes.
3. The intent of the Prime Vendor Go To War Catalog is for the contractor to maintain the wartime catalog items in specified quantities at all times if these products are designated to be included in the catalog for this zone. For example, items that are only used by the Navy may not be selected for inclusion in a specific vendor's catalog even though these products are part of the wartime catalog if this vendor's normal customers do not include the Navy. However, during a major theatre war including Navy participation in the zone, such non-cataloged items will need to be phased into the vendor's OCONUS inventory. The contractor's technical proposal and surge and sustainment assessments need to include the timeline and specific sourcing methodology to be utilized in order to bring these items to theatre. This timeframe should generally comply with the normal pipeline (49 days port to port transport) but should also include airlift parameters. The Government reserves the right to verify the feasibility of the support plans with suppliers and transportation specialists.
4. For this solicitation, offerors are required to address a partial list of approximately 50 CSNs. The partial list of CSNs can be accessed at https://spiders.dla.mil/Spiders/Main/Main_List_Documents.asp
5. Select the document entitled "Wartime Catalog Solicitation Submission". Download the spreadsheet and complete the required information. The spreadsheet will consist of four (4) worksheets: Worksheet 1 – Instructions, Worksheet 2 – CSNs, Worksheet 3 – Equivalent/Substitute NSNs, Worksheet 4 – Surge & Sustainment Requirements (Items & Quantities).

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW – Deliveries and Performance (continued)**XI. Surge and Sustainment (continued)**

C. Prime Vendor Go To War Catalog (continued)

6. The surge & sustainment requirements listed on Worksheet 4 of the Go to War Catalog are based on estimates. The government planners must determine the maximum product availability that can be achieved under this contract. No one prime vendor is expected to meet the quantities listed on worksheet 4. Surge & sustainment requirements are provided for information only. If the surge & sustainment requirement determination process for Prime Vendor commercial items is redefined, the government reserves the right to make the necessary adjustments.
7. The available quantity information is used to analyze the offeror's surge and sustainment capability. The manufacturer or distributor must determine the maximum product availability that can be achieved with existing inventory policies, facilities and provider relationships. The available quantity information requested over a six month period is in increments of 30 days. This will require offerors to contact manufacturers and suppliers for committed quantities.
8. A printed copy of the offeror's Wartime Catalog Solicitation Submission Spreadsheet must be returned with this solicitation. **THE INFORMATION REQUESTED IS CONSIDERED PROPRIETARY AND RESTRICTED TO DULY AUTHORIZED GOVERNMENT PERSONNEL.**
9. The government reserves the right to verify the information submitted prior to contract award.

D. **SUPPORT PLANNING INTEGRATED DATA ENTERPRISE READINESS SYSTEM (SPIDERS)**

1. SPIDERS is the Subsistence web based data collection tool used to improve readiness and asset visibility. This is DSCP's current planning tool used by the Subsistence Industrial Base Planning Office, DSCP-FTG, to obtain a basic understanding of the prime vendor's capability for surge and sustainment items listed in the Go To War Catalog.
2. The successful offeror will be required to request a SPIDERS user account at <https://spiders.dla.mil>. A user account will be needed to furnish additional readiness information or attach documents, such as the Contractor Readiness Capability Plan, directly into SPIDERS. In addition, the successful offeror will be required to report available quantities for the complete list of items in Prime Vendor Go To War Catalog within 180 days of Contracting Officer notification.
3. Points of contact for the Prime Vendor Go To War Catalog and SPIDERS:

Elaine Keller
DSCP-FTG
215-737-8052
Elaine.Keller@dlamail

Nicholas McGinty
DSCP-FTG
215-737-4252
Nicholas.McGinty@dlamail

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW – Deliveries and Performance (continued)**XI. Surge and Sustainment (continued)****E. CONTRACTOR READINESS CAPABILITY PLAN**

1. The offeror must submit a comprehensive readiness plan or contractor capability assessment indicating how the requirements in the Go To War Catalog Solicitation Submission Worksheet will be supported. The contractor must address the amount of increased demands that can be handled for surge (first 45 days) and identify the length of time the contractor would require to ramp up. The contractor must indicate the length of time this increased pace could be sustained (at least six months or longer). The readiness capability plan should describe and/or include all aspects of supply chain management. The offeror must submit evidence of the following capability: (1) evidence of ability to utilize additional suppliers or subcontractors, as needed (2) ability to access additional warehouse and distribution operations overseas and in the United States to include labor, (3) ability to transport and store massive amounts of food for a specific period of time, (4) knowledge of international ports, roadways and checkpoints and required documentation (5) identification of problem items in the Go to War Catalog or logistical issues for which surge & sustainment cannot be easily met along with proposed solutions.
2. For this solicitation, include your completed Wartime Catalog Solicitation Submission Spreadsheet with your Readiness Capability Plan. However, the successful contractor must address the complete list of Prime Vendor Go To War Catalog items within 180 days of contract award. When completed this will be incorporated into the successful contractor's Readiness Capability Plan.

F. VERIFICATION/TEST

The government reserves the right to verify the contractor's surge and sustainment capability and the Contractor Readiness Capability Plan. Verification may include any methodology that can validate the contractor's capability. Verification will include but is not limited to participation in JCS Logistical exercises, paper exercises, simulations, live exercises, command post exercises, etc. Verification will require the contractor to permit government personnel access to records, systems data and facilities. Access will only be needed during normal business hours.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

<u>STATEMENT OF WORK (SOW) (continued)</u>

CONTRACT ADMINISTRATION DATA**I. CONTRACTING AUTHORITY**

- A. The DSCP Contracting Officer is the only person authorized to approve changes, or modify any requirement of the contract. Notwithstanding any provisions contained elsewhere in the contract, said authority remains solely with the DSCP Contracting Officer.
- B. In the event the vendor effects any change at the direction of any person other than the DSCP Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made. The Contracting Officer must authorize any modification or costs associated with a change.
- C. Requests for information on matters related to this contract, such as an explanation of terms or contract interpretation, shall be submitted to the DSCP Contracting Officer.

II. INVOICING

- A. 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 vendor. **Any changes must be made on the face of the invoice; attachments are not acceptable.**
- B. If award is based on method II pricing, premium distribution invoices ; i.e., GFM storage, transportation officer program, squad leader program, etc. must be validated by the Contracting Officer Representative and approved by the Contracting Officer prior to electronic submission for payment.
- C. All invoicing for payment is to be filed electronically using EDI transaction set 810 (see attachment). No paper invoices shall be submitted to DFAS for payment. **All invoices submitted by the Prime Vendor must be "clean", i.e. all debits and/or credits must be reflected on the invoice prior to submission.**
- D. **Invoice transactions may be submitted to DSCP 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 vendor will be responsible for correction and re-submission.
- E. The same invoice cannot be submitted with different dollar amounts.
- F. Vendors will be required to submit test 810 transactions sets 30 days prior to the first order.
- G. Invoices may not be submitted as "LIVE DATA" until a test transaction set has been cleared.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW – Contract Administration Data (continued)**II. Invoicing (continued)**

- H. **For catch weight items, standard rounding methods must be observed, i.e. less than 5: rounded down; 5 or greater: rounded up. All weights must be rounded to whole pounds using standard rounding methods.** Any line submitted for other than whole numbers will be rejected and require correction and re-submission by the vendor.
- I. Unit prices and extended prices must be formatted not more than two (2) decimal places to the right of the decimal point. STORES will not accommodate positions of 3 and above beyond the decimal point.
- J. The following address must appear in the “Bill To” or “Payment Will Be Made By” block of the contractor’s invoice:
- DFAS – Columbus Center
Attn: DFAS-CO-SEP
PO Box 182317
Columbus, OH 43218
- K. Each invoice shall contain sufficient data for billing purposes. This includes, but is not limited to:
- 1 Contract Number, Call or Delivery Order Number, and Purchase Order Number;
 - 2 DoDAAC;
 - 3 Contract line listed in numeric sequence (also referred to as CLIN order);
 - 4 Item nomenclature
 - 5 LSN or NSN;
 - 6 Quantity purchased per item in DSCP’s unit of issue;
 - 7 Clean invoices must be submitted; and
 - 8 Total dollar value on each invoice (reflecting changes to the shipment, if applicable).
- L. Vendors are required to use the Reconciliation Tool to identify and correct mismatches between invoices submitted and customers posted receipts. It is the responsibility of the Prime Vendor to adjust as necessary and communicate with the customer or DSCP as needed, in order to resolve any/all discrepancies.
- M. The supplier is required to include the following statement on their invoice:
"The DSCP surcharge is not included in the cost of goods."

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW – Contract Administration Data (continued)

III. PAYMENTS

- A. DFAS Columbus Center is the payment office for this acquisition.
- B. Payment of delivery orders will be made in accordance with the terms and conditions of Paragraph (i) of Clause 52.212-4 “Contract Term and Conditions – Commercial items” and any addendum, appearing in the section of this solicitation entitled “Contract Clauses”.
- C. Except as indicated in paragraph D below, payment is subject to the terms and conditions of the Prompt Payment Act (31 U.S.C. 3903). All 810 electronic invoices must be submitted with accurate, sufficient, clean data before any payment can be made. Iraq invoices that exceed the \$500K threshold shall be scanned and e-mailed separately to joan.hewes@dla.mil. DSCP will enter the receipt records into STORES. However, the prime vendor shall not submit the 810 invoices for payment until the signed delivery ticket/invoice has been received directly from the customer.
- D. Fast pay procedures are applicable to any purchase order invoice for a delivery into Iraq that does not exceed \$500,000.00. Kuwait invoices do not apply. Fast Pay authorization expires on August 3, 2009 or until Iraq is no longer designated as a contingency zone, whichever occurs first. The following conditions and procedures apply for all fast pay invoicing and payment:
- i. Within 72 hours after sealing trucks, the prime vendor shall submit applicable delivery ticket invoices to DSCP. The prime vendor must scan and e-mail the invoices to paa7217@dla.mil and joan.hewes@dla.mil or as otherwise directed by the Contracting Officer. Additionally, the prime vendor shall create a spreadsheet listing all of the delivery ticket invoices to include the invoice number, purchase order number, call number, lead contract line item number (CLIN), CLIN extended dollar amount and an additional column for the prime vendor to later annotate the date that the actual signed invoice was forwarded to DSCP. The spreadsheet shall be forwarded on a weekly basis to include all delivery ticket invoices submitted that week. The spreadsheet must be sorted by contract number and e-mailed to the points of contract identified above.
 - ii. DSCP will enter the receipt records into STORES.
 - iii. Based on the order required delivery date (RDD) (an average of 9 to 14 days after order placement), the prime vendor may submit applicable 810 invoices for fast payment purposes.
 - iv. The prime vendor shall express mail to the Contracting Officer all signed delivery ticket/invoices as well as a copy of the associated spreadsheet. Information provided on the original spreadsheet shall not be altered, except to add the date of forwarding. The prime vendor must ensure that all signed invoices are included for each item listed on the spreadsheet. Spreadsheets shall not be forwarded more than one time.
 - v. DSCP will notify, bill or credit the prime vendor, as appropriate for post delivery receipt adjustments.

PRIME VENDOR KUWAIT/IRAQ/JORDAN**SOW – Contract Administration Data (continued)****III. Payments (continued)**

- E. 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.
- F. Vendor Reconciliation Tool: In an effort to improve the payment process, vendors will have availability to view what the customer has or has not receipted, via the BSM website. The Prime Vendor will have access to “unreconciled” information, i.e. the invoice does not match the receipt because of a quantity or price discrepancy, or because the customer has not posted a receipt. Both invoice information and receipt information will be available for review by the Prime Vendor. While the vendor will not have the capability to update customer receipt information, update capability will be available for unreconciled invoice information for approximately 30 days.
- G. The Government intends to make payments under the resultant contract by electronic funds transfer (EFT). Reference Clause FAR 52.232-33, “Payment by Electronic Funds Transfer – Central Contractor Registration” contained within clause FAR 52.212-4., Contract Terms and Conditions -Commercial Items. However, the election as to whether to make payment by check or electronic funds transfer is at the option of the Government.

IV. ADMINISTRATION

- A. The DSCP Prime Vendor Supplier Operations Office will perform administration of the contract and the individual orders that are not related to specific deliveries; i.e., storage, transportation officer program, squad leader program, etc.
- B. A designated representative at the ordering activity will perform administration of the individual customer delivery order. This includes approving product substitutions and delivery changes.
- C. The DSCP Contracting Officer must approve any changes to the contract.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

<u>STATEMENT OF WORK (SOW) (continued)</u>

SPECIAL CONTRACT REQUIREMENTS**I. NOTICE TO OFFERORS**

Prospective offerors are hereby advised that although there is a guaranteed minimum of 1% on this contract, DSCP cannot guarantee that any or all of the customers will order all of their subsistence and related non-food requirements from the successful Prime Vendor. Once the guaranteed minimum has been met, the customer may or may not choose to continue ordering from the contract. To a large extent, their decision to continue ordering will be based on the performance of the Prime Vendor.

The prime vendor will be required to hold prices the week prior to the Government's Fiscal Year change (October 1). No catalog adjustments will be made the week prior to the start of a new fiscal year.

II. MANAGEMENT REPORTS

The contractor shall provide the following reports to the Contracting Officer in the frequency indicated. Negative reports are required and the government reserves the right to add additional reports at no additional cost. Each quantity and dollar value provided should be based on the items unit of issue.

A. Fill Rate Report -

1. Monthly Fill Rate Report –The fill-rate is calculated by dividing the number of cases accepted by the customer by the number of cases ordered. Mispicks and damaged cases should not be included in this calculation, however all items Not-In-Stock, rejected, returned, damaged, mis-picks, etc., should be clearly identified in the report. The report should specify fill rates per customer/dining facility and an overall average for the month. (See attached Fill Rate Report Layout)
2. Weekly Fill Rate Report – In addition to the Monthly Fill Rate Report, the Prime Vendor will also submit a weekly report reflecting the previous weeks business, by customer and overall, to DSCP Contracting Officer. This weekly report will follow the exact same format as the monthly fill rate report. (See attached Fill Rate Report Layout)

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW – Special Contract Requirements (continued)**II. Management Reports (continued)****A. Fill Rate Report (continued)**

3. The Prime Vendor may make an adjustment to their fill rate reports for **only** the following reasons:
 - a. The item is being deleted from catalog (insufficient or no stock available).
 - b. The **Customer** initiated a cancellation. There will be no reorder.
 - c. The **Customer** did not order in accordance with catalog packaging.
 - d. Average Weight – The **Customer** did not order in accordance with average weights and quantity had to be rounded down.

The actual and adjusted fill rate reports must be provided to the Contracting Officer. Fill rates for orders short filled as a result of the reasons stated above will not be held against the Prime Vendor.

- B. **Monthly Descending Unit Volume & Dollar Value Report** – Product line item sales, sorted by total cost; each quantity and dollar value should be based on the items unit of issue; and each report should contain, at a minimum the DSCP stock number, item description, unit of issue, quantity ordered, distribution fee category, product price, distribution price, unit price and total cost. Dollar amounts will be totaled.
- C. **Monthly Product Line Item Rejection Report** – Product line items rejected, sorted by item description; each report should contain, at a minimum the purchase order number, line item number, DSCP stock number, item description, unit of issue, number of units rejected and dollar value of units rejected. The monthly report must contain a summary sheet that identifies the quantity and value of items shipped, received, and rejected by product category; i.e., prime vendor, government furnished material, local market ready or fresh fruits and vegetables. Dollar amounts should be subtotaled by product category and totaled overall.
- D. **Monthly Small Business Subcontracting Report -**
 1. List products manufactured and/or supplied by small business, small disadvantaged businesses, minority-owned small business, National Institute for the Blind/National Institute for the Severely Handicapped (NIB/NISH), women-owned small businesses, women owned small disadvantaged businesses and Hub zones. This should be sorted by manufacturer/supplier and include quantity and dollar value. Note: This report is for direct subcontracts for products supplied to customers. This report is not to include indirect costs. NOTE: the SBA must certify SDB and HUB Zone businesses.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW – Special Contract Requirements (continued)**II. Management Reports (continued)****D. Monthly Small Business Subcontracting Report (continued)**

2. A summary page of the report shall also be submitted which highlights the total dollars and percentages for each category. This information is very important since DSCP is required to report its success in meeting these goals to the Defense Logistics Agency (DLA). Also requested, but not required since DLA does not mandate that these goals be reported, is a listing of products supplied and/or manufactured by UNICOR, Service Disabled Veteran Own Businesses (SDVOB), Labor Surplus Areas, Historically Black Colleges or Universities and Minority Institutions.
- E. Monthly Customer Service Report - The contractor shall develop and provide a report summarizing all discrepancies, complaints and all positive feedback from ordering activities and the respective resolutions by providing a summary from customer visits.
- F. Monthly Rebate Reports –
1. General Rebates - The contractor shall provide a monthly report identifying any and all discounts, rebates, allowances or other similar economic incentives or benefits given to any other customer, and the amount passed on to the Government, for each item ordered under this contract. The contractor must indicate the type of discounts, rebates, allowances or other similar economic incentives or benefits given to any other customer, whether they are being passed on to the Government customers consistent with its business proposal, whether they are of limited or special duration, and the amount that has been passed on to the Government, in the form of an up front price reduction.
 2. NAPA Report - This report should summarize the savings passed along to the customers in the form of deviated allowances realized as a result of utilizing the NAPA's. List each customer, the NAPA amount, the manufacturer/broker name, and quantity ordered. NAPA figures should be listed per customer, per contract and per manufacturer.
 3. Food Show Rebates Report- This report should show a detailed break out of all savings received at your Food Show. This report is not a monthly requirement, but is based on the timing of your Food Show. List each customer, the Food Show amount, the manufacturer/broker name, and quantity ordered. Food Show Rebates should be listed per customer, per contract, and per manufacturer. The total should be per customer and per contract.
- G. Monthly Cancellation Report – Order cancellations sorted by order date; each line to contain at a minimum: Purchase order number, Catalog number; DODAAC, Order Date, Ship Date, Originally scheduled delivery date, Order dollar value, Call number, Item Count, and Reason for Cancellation.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW – Special Contract Requirements (continued)**II. Management Reports (continued)**

- H. Monthly Asset Visibility Report- Product line item demand quantities, assets on-hand, at port, in the pipeline and on order. The vendor needs to be able to present real time asset visibility of their entire inventory. At a minimum the vendor will be required to submit this report once a month, but there maybe instances when the vendor will be required to submit this report on a weekly or daily basis. Government Furnished Material (GFM) must be reported separate from non-GFM per OCONUS warehouse and support region.
- I. Monthly Slow Moving Item Report - The report should list under performing (items not meeting monthly 10 case order minimum) or inactive items by NSN, name, customer ordering the item, quantity on-hand and remaining shelf life. This report must include all items with 30, 60, and 90 days of remaining shelf life.
- J. Bi-Weekly Vendor Catalog Report – (to be submitted with each catalog update) – Sorted by Item Description; each line to contain at a minimum: DSCP stock number, item description, product price, normal distribution price, premium distribution price, total combined distribution price, purchase ration factor numerator, unit of issue, item category, item category unit of measure, and the area supported; i.e., Iraq via Kuwait, Iraq via Jordan, Iraq via Turkey, or Kuwait via Kuwait.
- K. Monthly Incident and Casualty Report – The reports should list all incidents and casualties related to Iraq deliveries. Sorted by incident date, the report must contain at a minimum the incident date, injury location, driver name, driver identification number and description of the incident.
- L. Quarterly Contractor Census Report - The prime contractor will report upon contract award and then quarterly thereafter, not later than January, 1 April, 1 July and 1 October, to JCCLJ2J5J7@pco-iraq.net for Iraq and to BGRMPARC-A@swa.army.mil for Afghanistan the following information for the prime contract and all subcontracts under this contract:
- (1) The total number of contract employees performing on the contract who receive any support benefits, including but not limited to billeting, food, use of exchanges, laundry by host nation, US Nationals, and Third Country Nationals;
 - (2) The total number of prime contract employees performing on the contract by host nation, US Nationals, and Third Country National;
 - (3) The total number of subcontractor employees performing on the contract by subcontractor, host nation, US Nationals, and Third Country National;
 - (4) The company names and contact information of its subcontractors at all tiers; and
 - (5) The name of all company POCs who are responsible for entering and updating employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFAR 252.225-7040 DOD class deviation 2007-O0004 or DFAR DOD class deviation 2007-O0010.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

SOW – Special Contract Requirements (continued)**II. Management Reports (continued)**

- M. Upon occurrence – Reporting a Kidnapping: The prime vendor manager shall notify the JCCI/A Duty Officer at phone number 914-822-1419, the Contracting Officer, and the Contracting Officer Representatives when an employee kidnapping occurs. Report the following information:

Name of person reporting: _____ Phone: _____

E-mail: _____

- **Who** was kidnapped?
 - Name
 - Age
 - Nationality and country of residence
- **When** did the incident occur?
- **Where** did it happen?
- **How** was the person kidnapped?

- N. Weekly Joint Distribution Board (JDB) Slide - Iraq Only - The JDB slide is a color coded Microsoft power point chart which identifies the status and location of assets in mission in Iraq. The format for this chart will be provided by the Contracting Officer or Contracting Officer Representative post award.

O. Daily Asset Reports:

- i. Trucks – Iraq only – The number of trucks in and out of each prime vendor OCONUS facility each day and the number of trucks currently out. Separated by facility and sorted by date, the report should include totals as well as the breakout quantities by truck type; i.e., reefer, dry or bobtail.
- ii. Vans – The number of vans received from the port each day.
- iii. Containers Received – The containers received into inventory. Sorted by date, each line should contain at a minimum the container number, national stock number, description, quantity and item type (Prime Vendor or GFM).
- iv. Containers Received Summary – The total number of containers received into inventory with a breakout by type (PV dry/frozen and GFM dry/frozen).

III. CATALOG ORDER GUIDE

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

PRIME VENDOR KUWAIT/IRAQ/JORDAN

FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (APR 2008)

(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(l) 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.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

FAR 52.212-1 (continued)

(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.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

FAR 52.212-1 (continued)

(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 East 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 (<http://assist.daps.dla.mil>).
- (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).
- (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 (<http://assist.daps.dla.mil/wizard>);

PRIME VENDOR KUWAIT/IRAQ/JORDAN

FAR 52.212-1 (continued)

(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) 697-2667/2179, 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 all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) 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 CCR 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 a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *Central Contractor Registration.* 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 CCR 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 CCR 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 internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(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 the 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 the 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.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

ADDENDUM TO 52.212-1**1. Submission of offers (Paragraph b).**

See Standard Form 1449 (Continuation Sheet) for any specific instructions on how to submit your offer if mailed or hand carried.

Faxed offers are NOT authorized for this solicitation.

2. Period for Acceptance of Offers (Paragraph c).

Period of acceptance is 240 days from the date specified for receipt of offers (initial or revised, whichever is later).

3. Multiple Offers (Paragraph e).

Alternative commercial items may not be considered for award on this acquisition; however, but may be utilized for market research on future requirements.

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

Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and:

It was sent by mail or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after the receipt at the Government installation.

It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals.

If there is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

Any modification or revision of a proposal or response to requested information, including any final proposal revision, is subject to the same conditions indicated above.

Proposals may be withdrawn by written notice (including facsimile) received at any time before award.

PRIME VENDOR KUWAIT/IRAQ/JORDAN**Addendum to FAR 52.212-1 (continued)****5. Contract Award (Paragraph g).**

If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

6. Multiple Awards (Paragraph h)

The Government intends to make two awards, one per zone. The intent is to have two different contractors, one for each of the separate zones. In order to ensure that two sources are available and to ensure the continuous availability of reliable sources of supplies, the Government reserves the right to exclude, under the authority of FAR 6.202, the awardee under one of these zones from being eligible for award under the other zone. However, Government reserves the right to make one award for both zones, as necessary to support both zones if it is in the government's best interest.

7. Proposal Preparation

(i) All information is to be submitted in writing. Structured plant site visits will not be utilized for the purpose of evaluation this solicitation. However, the government reserves the right to send a team of personnel to any proposed vendor facility in order to confirm information contained within an offeror's submission. The government may also require that an offeror submit EDI transmissions in order to confirm their ability to do so. In the case of a discrepancy between information provided by the vendor, and discovered by a team or live test, the government's information will be given precedence for evaluation purposes. The technical and cost or price proposals are required to be submitted in writing and must be prepared separately in the quantities shown below. These documents shall be separately bound and shall not be combined. For offeror's submitting proposals on both zones; technical and cost or price information pertaining to each zone should be separately bound and clearly labeled as to vendor, zone, volume title, copy number and zone. Proposals that do not provide the required information in the prescribed format may be excluded from further consideration.

<u>WRITTEN VOLUME</u>	<u>VOLUME TITLE</u>	<u>NO. OF COPIES</u>
I	Technical	6
II	Cost or Price	2

(ii) Evaluations for each volume of the proposal will be performed exclusive of one another. Therefore, the Technical Proposal shall contain no reference to Cost or Price data contained in the Cost or Price Proposal. Conversely, the Cost or Price proposal should not address information requested under an element listed as a technical factor. Cost or Price information shall only be contained in Volume II. Each volume shall be bound separately and labeled appropriately.

(iii) Unless otherwise stated, the technical and cost or price proposals must all be submitted by the date and time specified for the receipt of proposals or as amended, if applicable.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

Addendum to FAR 52.212-1 (continued)**7. Proposal Preparation (continued)**

(iv) A SIGNED and COMPLETED SOLICITATION must accompany the technical and cost or price proposals in its entirety, as well as any amendments, if applicable. Make sure all clauses that require a response are completed.

(v) Offerors may provide additional technical information that will enhance the proposal; however, overly elaborate proposals that contain information not pertinent to this acquisition are not desired. Failure to provide the information requested may render the proposal unacceptable and may lead to a rejection of the offer.

(vi) The Government reserves the right to verify any information presented in the Technical and Cost or Price Proposals. Site visits to assess the accuracy of the information provided in an offeror's proposal may be conducted during the evaluation process.

(vii) The written technical proposal must demonstrate the offeror's ability to meet the Government's requirements as set forth in the solicitation. Failure to provide information as requested in any of the technical factors identified herein may be considered a "no response" and may not be ratable or may warrant a "Poor" rating for the applicable factor, sub-factor, element or sub-element.

In order to receive full consideration, firms are encouraged to ensure that the information provided in the Technical Proposal is factual and complete. To ensure that an accurate evaluation of the proposal is made, **please address the factors in the order in which they appear in the solicitation.** Failure to do so may result in the Technical Evaluation Panel overlooking important information.

Proposals that are unrealistic in terms of technical or schedule commitments, or unrealistically low in price, will be considered indicative of a lack of understanding of the solicitation requirements.

Firms should prepare proposals and address elements in the same order as presented in the solicitation to facilitate the Government's review and evaluation of your proposal. Continuation sheets shall clearly identify the solicitation number and the offeror's name on each page.

To be considered acceptable, the technical proposal must provide, at a minimum, the information requested in the section entitled Submission Requirement – Technical Proposal – Volume I.

All plans submitted as part of the offeror's Technical Proposal are to be followed during contract performance. The Government will incorporate the offeror's Technical Proposal, Implementation and general Business Plans that meet and/ or exceed solicitation requirements into the resultant contract(s).

(viii) In the Cost or Price Proposal, the offeror is required to furnish limited pricing information as outlined in the solicitation section entitled Submission Requirements. To be acceptable, the firm's cost or price proposal must be complete, realistic, and reasonable.

PRIME VENDOR KUWAIT/IRAQ/JORDAN**Addendum to FAR 52.212-1 (continued)****7. Proposal Preparation (continued)**

The Cost or Price Proposal Schedule of Items product prices are used for evaluation purposes; but, the schedule of items will also become part of the catalog. Final negotiated prices shall become the baseline catalog prices at the start of the contract and shall be reflective of these prices at the time of first order. These prices should not dramatically change (+/- 5%) for orders placed early in the contract unless documented market conditions arise and approved by the KO in advance .

8. Submission Requirement – Technical Proposal – Volume I**(i) Factor I. Distribution-System Capability/Quality Assurance****a. Location:**

1. Offeror will discuss how the location of their warehouse(s) will enable them to support the customers with timely deliveries during normal deliveries as well as emergencies.
2. Offeror will discuss their ability to meet routine as well as shorter lead-time emergency delivery requirements in respect to delivery timeframes, customer locations, distribution facility location and provide a statement as to whether additional charges, if any, apply. If additional charges apply, those amounts should be identified in the Cost or Price Proposal.
3. Offeror will discuss in detail any ongoing or proposed construction which will be necessary in support of their platform. Offeror will provide detailed information regarding applicable agreements, contracts, deeds and leases in support of their facility/ies and specific timelines in regards to construction; i.e., groundbreaking through certificate of occupancy. Offeror will clearly address within their proposal whether construction is contingent upon award (to commence upon award announcement) or whether ongoing. If some aspects of construction are ongoing, while others are contingent, this must be clearly differentiated; i.e., groundbreaking will be 01 May 08 irregardless OR groundbreaking will be 01 May 08 IF award is made by 02 Feb 08. Real-time dates should be supplied and milestones already achieved should be highlighted. Photographs and diagrams should be provided and properly labeled.

b. Warehouse Storage:

1. Offeror must provide total warehouse capacity (dry, chill and freeze), firm's open warehouse capacity (to include pick slots and reserve slots), and layout, in terms of pallet locations as it relates to the volume of this contract. Offerors shall submit this information for OCONUS contractor/subcontractor location(s).
2. For all zones, the offeror will discuss their available yard space for the staging of out bound product, their available yard space for staging products which are awaiting clearance to join a convoy, their available yard space for receiving and retrograding trucks and their capability to ship and receive simultaneously, including its warehouse equipment. Offerors shall submit this information for OCONUS contractor/subcontractor location(s).
3. The offeror will discuss whether they own or lease their facility(ies). If the facility(ies) is leased, provide a detailed account of the nature and duration of any lease arrangement(s). The offeror will discuss and/or demonstrate related temperature and/or humidity controls. Offerors shall submit this information for OCONUS contractor/subcontractor locations.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

Addendum to FAR 52.212-1 (continued)**8. Submission Requirement – Technical Proposal – Volume I (continued)****(i) Factor I. Distribution-System Capability/Quality Assurance (continued)****c. Resource Availability:**

1. The offeror must provide a detailed list including quantity, size, type and location of distribution equipment resources (i.e. number and type of trucks, owned/leased, etc.). The offeror will discuss whether additional equipment/resources will be required to handle the proposed contract.
2. The offeror will discuss their intended method and the lead-time required if they would need to acquire additional equipment.
3. The offeror will provide a detailed plan for maintaining and servicing vehicles and equipment to include the number and experience of personnel.

d. Airlift Experience:

1. The offeror will discuss their experience and ability to execute airlifts to meet requirements that cannot be fulfilled by traditional means (trucks) due to time constraints. The offeror will discuss the working arrangement they have in place with a commercial air source that can be ready to deliver on a moment's notice to different regions of the area.
2. The offeror will discuss their experience and ability to obtain and store an adequate amount of dry ice, wet ice and tri-walls (chill, freeze, and dry) in reefers or refrigerated facilities to ensure product integrity until such time as the flight schedule is confirmed.

e. Quality Control Assurance and Warehouse Procedures:

1. Offeror will discuss the quality control procedures to be used under proposed contract. Include in your discussion procedures used during receipt, storage and out bound movement of product. Include a discussion on your inventory control systems and level of automation. Include in the discussion your reserve inventory and/or let down control procedures and the level of automation. Discuss the inventory rotation methods used by your firm, your monitoring procedures, the methodology followed in identification and correction of discrepancies in inventory management and order preparation. Identify key personnel responsible for ensuring quality procedures are monitored.
2. Offeror will provide inventory turnover rate information for overall warehouse(s), by category, as a minimum, for the last year. Discuss average time from date of product manufacture to receipt in your primary warehouse location. Include in the discussion the procedures used to control shelf life and proper shelf life dating for normally inventoried items. Discuss the procedures and methods used to ensure the correct open "Date of Pack" is used on case labels. Discuss what procedures will be used to meet the "minimum shelf-life remaining" requirements of the various items.
3. Offeror will display a plan of action with examples to prevent shelf-life expirations in accordance with known substantial fluctuations in demand. Your response will be reviewed and maybe considered an enhancement to your proposal. Failure to address this will not have a negative effect on your overall evaluation.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

Addendum to FAR 52.212-1 (continued)**8. Submission Requirement – Technical Proposal – Volume I (continued)****(i) Factor I. Distribution-System Capability/Quality Assurance (continued)****f. Inspection and Sanitation Procedures**

1. Offeror must discuss the inspection procedures employed to guarantee the movement of quality products. Include the frequency, type, and amount of inspection; product characteristics to be inspected (include standards used to inspect, e.g. temperatures); criteria for approving and rejecting products; criteria for removal of product from inventory; record for documenting inspection results; and the method for identifying the inspection status of approved and rejected product.
2. Offeror will describe the Sanitary Control Procedures and Stored Products Pest Management Program used by your firm to ensure that sanitation and warehousing practices are in accordance with acceptable industry standards. Offeror will describe their in-house program, scheduling of duties and inspection procedures. For Contract Services/third party audits include the frequency of service, service provided and monitoring procedures. Offerors will furnish copies of the most recent inspection reports (partnership/teaming effort requires report for each individual site).

g. Supplier Selection Procedures

1. Offeror will discuss your firm's policies, procedures and criteria used for selecting quality suppliers and the processes used by your firm to ensure competition and to purchase products of consistent high quality at the best price with minimal variation on product appearance, grade, yield, taste, texture. Include how potential suppliers are evaluated, what criteria is used, how the results of the evaluation are documented, and if suppliers are evaluated differently. Is the evaluation process formal or informal? Discuss the methods used by your firm to ensure that standardized product quality will be maintained when products are acquired from various suppliers. Note: This information is required to be supplied even if the function is performed at the corporate level.
2. If applicable, offeror will discuss your firm's strategic long term supplier relationship, whereby both parties share the risks and benefits and both parties make decisions. If so, please describe this relationship and provide examples. Your response will be reviewed and maybe considered an enhancement to your proposal. Failure to address this will not have a negative effect on your overall evaluation.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

Addendum to FAR 52.212-1 (continued)**8. Submission Requirement – Technical Proposal – Volume I (continued)****(i) Factor I. Distribution-System Capability/Quality Assurance (continued)****h. Force Protection:**

1. Offeror will discuss their quality control procedures as it relates to ensuring that product entering, holding at and departing their facility is safe for customer consumption. Offerors will discuss how they ensure that cases, bags, etc. are intact and demonstrate no evidence of tampering.
2. Offeror will discuss how they ensure that all incoming truck drivers provide adequate identification upon request, how they ensure that drivers and visitors are properly identified and only have access to appropriate areas. Offeror will discuss how procedures for storing product adequately control access to eliminate any possibility of product adulteration. Offeror will discuss their procedure regarding security seals. Offeror will discuss their procedure regarding communication devices for drivers.
3. Offeror will discuss the lighting, security camera conditions, fencing and locking devices at their facility. Offerors will discuss their security personnel procedures to include use of check-lists, logs and reports. Offeror will discuss how they ensure that employee background checks are up to date.
4. Offeror will discuss their overall organizational corporate security plan and whether private security firms are required to assess or reduce risk.

(ii) Factor II – Experience/Past Performance

For purposes of evaluation only, offerors that are proposing a joint venture, partnership or a teaming approach should provide experience and past performance information on EACH team member of the party or the joint venture or partnership including proportional allocation of performance duties (i.e., when each of these entities acted alone or as members of other teams/joint ventures). However, the most relevant experience and past performance data, and that which will receive the most credit, is the information directly related to the offering entity. You may also provide information related to key subcontractors, parent corporations, or other affiliates that will perform essential functions of the contract.

A. Discuss the extent of experience and past performance performing deliveries as a contractor on the battlefield, not at a corporate level, but at an individual house level, similar to the proposed contract's requirements for both your firm, and your partner's, if applicable. Provide the following information:

PRIME VENDOR KUWAIT/IRAQ/JORDAN**Addendum to FAR 52.212-1 (continued)****8. Submission Requirement – Technical Proposal – Volume I (continued)****(ii) Factor II – Experience/Past Performance (continued)**

1. Provide a brief performance record of your five (5) highest dollar value Prime Vendor/Regular dealer contracts for the period from January 1, 2005 through December 31, 2007, whether they are commercial or Government contracts. Specify which contracts you consider to be the most successful and why. Describe which contracts, if any, you consider to be similar in size and/or complexity to the solicited requirements. Include any problems that you have encountered during the performance of the respective contracts and what steps were taken to resolve the problems, along with their resolutions.

Address the following for each of the contracts:

- i. Distribution facility & location
- ii. Contract/Account identifier
- iii. Contracting Officer, if federal Government contract
- iv. Annual Dollar Value;
- v. Length of time that the account has been serviced;
- vi. Fill rate, listed monthly for the 12 months of the contract immediately preceding January 1, 2008, with and without substitutions;
- vii. Number of customer delivery points (stops);
- viii. Average number of delivery stops made per week;
- ix. Number of line items/SKUs on the ordering catalog;
- x. Average number of orders placed per week;
- xi. Average order dollar value;
- xii. Average total number of order line items per week;
- xiii. Points of contact and phone number;
- xiv. Problems/resolutions

2. An organizational/management chart of the firm(s) that will identify key personnel who are responsible for the day-to-day management, and overall success, of the Prime Vendor program. Please do not submit corporate charts, unless the people listed are directly involved in the performance of the proposed contract. Identify the key personnel, or the positions of personnel to be assigned, who will be key to the day to day management, and overall success of the Prime Vendor program. Discuss your key personnel's experience with Prime Vendor and/or Government contracts and/or discuss your key personnel's experience with commercial food accounts.

B. If an offeror has had any Government contracts, including, but not limited to any of its top five (5) dollar value contracts, the offeror must submit information regarding its performance against socioeconomic (i.e., Small Business) and Javits-Wagner-O'Day Entity Support goals as part of its past performance information. Furnish the following information for all Government contracts:

- i. Contracting Agency
- ii. Contract Number
- iii. Contracting Officer and Phone Number
- iv. Total Contract Dollar Value
- v. Socioeconomic performance, to include subcontracting goals* and actual socioeconomic subcontracting numbers for the 12 months of the contract immediately preceding January 1, 2008;

PRIME VENDOR KUWAIT/IRAQ/JORDAN

Addendum to FAR 52.212-1 (continued)**8. Submission Requirement – Technical Proposal – Volume I (continued)****(ii) Factor II – Experience/Past Performance (continued)**

vi. JWOD performance, to include goals, as a percentage of total contract dollar value, and actual JWOD numbers for the 12 months of the contract immediately preceding January 1, 2008;

*Subcontracting goals, as a percentage of total contract dollar value, that were subcontracted to small, small disadvantaged, women-owned, veteran-owned, service-disabled veteran-owned and HubZone small business concerns.

Note: If an offeror has not had any contracts that contain socioeconomic/JWOD requirements, the offeror should include a statement to that effect and an explanation why that is the case.

(iii) Factor III - Customer Support/Product Availability**a. Customer Service Approach:**

1. Offeror will explain their customer service strategy and explain their customer service function and focus. Does your firm chart your company's customer satisfaction? If so, how? Offeror will explain how their customer service representative(s) will ensure that all the customers' needs are accommodated. Also, indicate the number of visits planned, and what value added services the customer representatives will perform. Discuss the procedures (and authority, if applicable) followed by the customer service representative regarding the identification and correction of discrepancies and resolution of customer complaints at the customers level (i.e. not-in-house quality control).
2. Offeror will describe the system used to track deliveries and accuracy of orders. Offeror will discuss how deviations from the original order, such as cancellations or quantity changes, will be processed. Include time lines in which deviation to order quantity and/or cancellations will be accepted.

b. Product Sourcing:

1. Offeror is expected to be able to provide all of the items in the most current catalog which consists of the "Schedule of Items," see attachments 3 through 5. The inability to furnish all items may affect the offeror's overall rating. Offeror also must discuss how they will ensure that all items supplied will be from an approved source.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

Addendum to FAR 52.212-1 (continued)**8. Submission Requirement – Technical Proposal – Volume I (continued)****(iii) Factor III - Customer Support/Product Availability (continued)****(b) Product Sourcing (continued)**

2. For all items in the “schedule of Items” that are an identical match, offeror must so state. If a product priced in the business proposal is not an “identical match” to the item we requested, the product technical description (specification) of the item the firm is offering must be provided. The technical description must contain sufficient detail to determine the product’s salient characteristics for comparison to that solicited in the schedule of items. Offeror shall label the technical description with the item number and its corresponding NSN/LSN, for identification purposes. “Pack size” changes must be identified for customer acceptance and price evaluation purposes only.

c. Pipeline: The offeror shall make a copy of the following page for each zone on which they are offering and complete the diagram in order to represent the dynamic of their supply pipeline. Each diagram shall be labeled with the zone #.

1. The offeror must provide in detail for each zone the quantity of pallets they will be able to provide from place of performance to port of debarkation.
2. The offeror must provide in detail for each zone the quantity of pallets they will be able to provide on the water.
3. The offeror must provide in detail for each zone the quantity of pallets they will be able to provide from port of debarkation to place of performance.

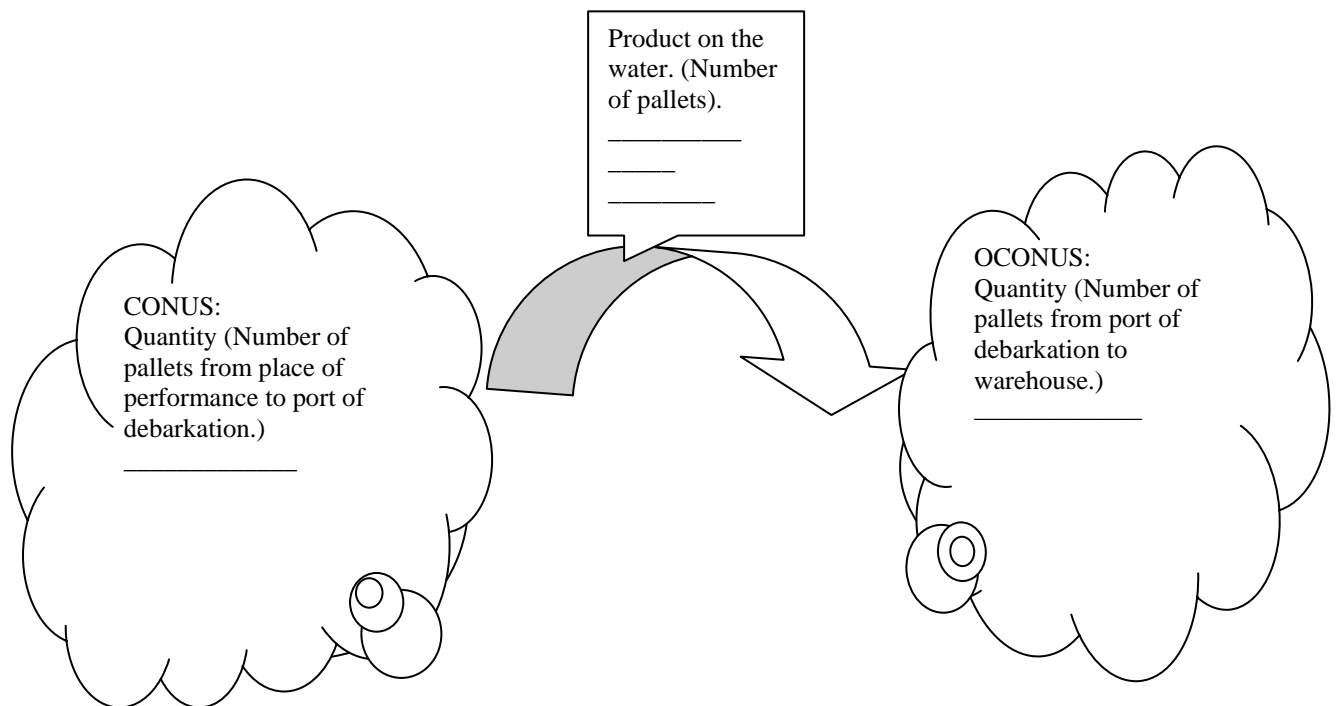
Addendum to FAR 52.212-1 (continued)

8. Submission Requirement – Technical Proposal – Volume I (continued)

(iii) Factor III - Customer Support/Product Availability (continued)

(c) Pipeline (continued)

ZONE # _____



PRIME VENDOR KUWAIT/IRAQ/JORDAN

Addendum to FAR 52.212-1 (continued)8. Submission Requirement – Technical Proposal – Volume I (continued)

(iv) Factor IV Surge and Sustainment

a. Contractor Readiness Capability Plan

1. The offeror must submit a comprehensive readiness plan or contractor capability assessment indicating how the requirements in the Wartime Catalog Solicitation Submission Worksheet will be supported. The contractor must address the amount of increased demands that can be handled for surge (first 45 days) and identify the length of time the contractor would require to ramp up. The contractor must indicate the length of time this increased pace could be sustained (at least six months or longer *in 30 day increments*). The readiness capability plan should describe and/or include all aspects of their supply chain management. The offeror must submit evidence of the following capability: (1) evidence of ability to utilize additional suppliers or subcontractors, as needed (2) ability to access additional warehouse and distribution operations overseas and in the United States to include labor, (3) ability to transport and store massive amounts of food for a specific period of time, (4) knowledge of international ports, roadways and checkpoints and required documentation (5) identification of problem items in the Go to War Catalog or logistical issues for which surge & sustainment cannot be easily met along with proposed solutions.

b. Additional Submission Instructions

1. For this solicitation, offerors are required to address a partial list of approximately 50 CSNs. The partial list of CSNs can be accessed at https://spiders.dla.mil/Spiders/Main/Main_List_Documents.asp
2. Select the document entitled “Wartime Catalog Solicitation Submission”. Download the spreadsheet and complete the required information. The spreadsheet will consist of four (4) worksheets: Worksheet 1 – Instructions, Worksheet 2 – CSNs, Worksheet 3 – Equivalent/Substitute NSNs, Worksheet 4 – Surge & Sustainment Requirements (Items & Quantities).
3. The available quantity information is used to analyze the offeror’s surge and sustainment capability. The manufacturer or distributor must determine the maximum product availability that can be achieved with existing inventory policies, facilities and supplier relationships. The available quantity information requested over a six month period is in increments of 30 days. This will require offerors to contact manufacturers and suppliers for committed quantities.
4. A printed copy of the offeror’s Wartime Catalog Solicitation Submission Spreadsheet must be returned with this solicitation. THE INFORMATION REQUESTED IS CONSIDERED PROPRIETARY AND RESTRICTED TO DULY AUTHORIZED GOVERNMENT PERSONNEL.
5. The government reserves the right to verify the information submitted prior to contract award.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

Addendum to FAR 52.212-1 (continued)**8. Submission Requirement – Technical Proposal – Volume I (continued)**
(iv) Factor IV Surge and Sustainment (continued)

6. Surge and Sustainment Requirements

- a. The surge & sustainment requirements listed on Worksheet 4 of the Wartime Catalog Solicitation Submission are based on estimates. If the surge & sustainment requirement determination process for Prime Vendor commercial items is redefined, the government reserves the right to make the necessary adjustments.
- b. The government planners must determine the maximum product availability that can be achieved under this contract. No one prime vendor is expected to meet the quantities listed on worksheet 4. Surge & sustainment requirements are provided for information only.

For this solicitation, include your completed Wartime Catalog Solicitation Submission Spreadsheet with your Readiness Capability Plan. However, the successful contractor must address the complete list of 397 Prime Vendor Go To War Catalog items within 180 days of KO notification. When completed this will be incorporated into the successful contractor's Readiness Capability Plan.

(v) Factor V. Socioeconomic Considerations

Both large and small business offerors must indicate what portion of the proposal will be subcontracted to Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), and HUBZone Small Business (HZSB) concerns in terms of percentages and total dollars. The percentage shall be formulated using the total to be subcontracted as the divisor. The offeror must describe the proposed SB, SDB, WOSB, VOSB, SDVOSB, and HZSB concerns' participation in the performance of this contract at the contractor, subcontractor, and product supplier levels. These figures shall pertain to the proposed acquisition only. These figures shall represent what percentage/dollar value of products to be supplied under this contract by a SB, SDB, WOSB, VOSB, SDVOSB, and HZSB manufacturer or distributor. A goal for the Prime Vendor may be to obtain at least 30% of the supplies for proposed contract from SB firms, 5% from WOSB, 5% from SDB firms, 2% from VOSB firms, 1% from SDVOSB firms, and 2% from HZSB firms.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

Addendum to FAR 52.212-1 (continued)**8. Submission Requirement – Technical Proposal – Volume I (continued)****(v) Factor V. Socioeconomic Considerations (continued)**Socioeconomic Definitions:

Small Business Concern: a firm, including its affiliates, that is organized for profit, independently owned and operated, not dominant in the field of operation in which it is competing, and can further qualify under the criteria concerning the number of employees, average annual receipts and other criteria as described by the Small Business Administration.

HUBZone Small Business Concern: a concern located in a “historically underutilized business zone”; is owned and controlled by one or more U.S. citizens; and at least 35% of its employees reside in the HUBZone. A HUBZone is a historically underutilized business zone, which is an area located in within one or more qualified census tracts, qualified non-metropolitan counties, or lands within the external boundaries of an Indian Reservation.

Small Disadvantaged Business Concern: a firm (1) that is at least 51% owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals and (2) whose management and daily operations are controlled by one or more such individuals. The term “socially disadvantaged” means individuals who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of groups without regard to their individual qualities. The following individuals are presumed to be socially disadvantaged: Black Americans, Hispanic Americans, Native Americans (Indians), Asian-Pacific Americans, and Subcontinent Asian Americans. The term “economically disadvantaged” means socially disadvantaged individuals whose ability to compete is impaired due to diminished capital and credit opportunities. Generally, a socially disadvantaged individual whose personal net worth does not exceed \$750,000 (\$250,000 for SBA 8(a) Program certification) excluding ownership interest in the company and equity in a primary residence is considered to be economically disadvantaged.

Women Owned Small Business Concern: a small business concern that is at least 51% owned by one or more women; or in the case of any publicly owned business, at least 51% of the stock is owned by one or more women and whose management and daily business operations are controlled by one or more women.

Veteran Owned Small Business Concern: a small business concern that is not less than 51% of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in any case of any publicly owned business, not less than 51% of the stock of which is owned by one or more veterans; and the management and daily operations of which are controlled by one or more veterans.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

Addendum to FAR 52.212-1 (continued)

8. Submission Requirement – Technical Proposal – Volume I (continued)

(v) Factor V. Socioeconomic Considerations (continued)

Definitions (continued)

Service Disabled Veteran Owned Small Business Concern: a small business concern that is not less than 51% of which is owned by one or more service disabled veterans or, in the case of any publicly owned business, not less than 51% of the stock of which are controlled by one or more service disabled veterans; and the management and daily business operations of which are controlled by one or more service disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran. Service disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

Subcontract: any agreement (other than one involving an employee-employer relationship) entered into by a Government Prime Contractor or subcontractor calling for supplies and/or services (direct costs only) required for contract performance, contract modification or subcontracts.

a. Socioeconomic Goals

- i. Under socioeconomic goals, and subsequent management reports, offerors are to submit figures based on direct subcontracts for items that would be supplied under contract. No direct costs for equipment or services are to be included.
- ii. The offeror shall describe the proposed extent of SB, SDB, VOSB, SDVOSB, and HZSB participation in the performance of the contract at the contractor, subcontractor and product supplier level. In addition, firms shall also state whether they are a LARGE or SMALL food service distributor. A small firm is defined as having less than an average of 500 employees and must not be a subsidiary or division of a large company/corporation.
- iii. * The following is the preferred format for the submission of socioeconomic data. Separate subcontracting goals must be submitted for each proposed contract.

	Dollar	Percent
1. Total Contract Price	\$ _____	<u>100%</u>
2. Total to be Subcontracted:		
a. To Large Business:	\$ _____	_____
b. To Small Business: (Total Small)	\$ _____	_____
1. SDB	\$ _____	_____
2. WOSB	\$ _____	_____
3. VOSB	\$ _____	_____
4. SDVOSB	\$ _____	_____
5. HZSB	\$ _____	_____
6. OTHER SB	\$ _____	_____

PRIME VENDOR KUWAIT/IRAQ/JORDAN

Addendum to FAR 52.212-1 (continued)**8. Submission Requirement – Technical Proposal – Volume I (continued)****(v) Factor V. Socioeconomic Considerations (continued)****a. Socioeconomic Goals (continued)**

Notes: 1) When calculating figures for socioeconomic goals, the business size of the manufacturer is to be considered, NOT the business size of the broker/agent that may have supplied the product to the distributor. 2) If the offeror is a Small, Small Disadvantaged, Veteran Owned, Small Service Disable Veteran Owned, Small Women Owned Small or HUBZone Small Business, the offeror may NOT include its “cost of doing business” as part of the subcontracting goals proposed for this acquisition. 3) Offerors that are Small Business will receive additional credit under this factor for evaluation purposes. 4) Performance on prior contracts in subcontracting with and assisting Small, Small Disadvantaged, Women Owned Small and HUBZone Small Business will be part of past performance evaluation.

b. Organizational Efforts

1. The offeror shall describe the efforts it will make to ensure that SB, SDB, WOSB, VOSB, SDVOSB, and HZSB concerns will have an equitable opportunity to compete for subcontracts or as product suppliers on this acquisition.
2. The offeror shall describe its willingness and any plans it has to develop additional opportunities for SB, SDB, WOSB, VOSB, SDVOSB, and HZSB concerns. The offeror must furthermore identify the employee(s) responsible for ensuring that an equitable opportunity is afforded to the SB, SDB, WOSB, VOSB, SDVOSB, and HZSB firms to compete for contracts or supplier selection.
3. The offeror must indicate what percentage of its available subcontracting (or supplier utilization) dollars is allocated to small business concerns. Included in this percentage range is an estimated total subcontracting allocation to SB, SDB, WOSB, VOSB, SDVOSB, and HZSB concerns.
4. The offeror shall be required to cooperate in studies or surveys in order to allow the Government to determine the extent of subcontracting opportunities identified for this acquisition.
5. The offeror is to demonstrate knowledge of, and more preferably a working relationship with local, state, and/or federal organizations whose mission it is to promote Small Business, Small Disadvantaged Business, Women Owned Small Business, Veteran Owned Small Business, Service Disabled Veteran Owned Small Business and HUBZone Small Business.

Note: Large business offerors are required to submit the Small, HUBZone Small, Small Disadvantaged Business, Veteran Owned Small Business, Service Disable Veteran Owned Small Business, and Women Owned Small Business Subcontracting plan information as required by Clause 52.219-9, “Small Business Subcontracting Plan” in addition to the information that is a requirement of this section of the proposal. The subcontracting plan required by the FAR clause can incorporate all costs, direct and indirect, associated with this proposal. If an individual contract Subcontracting Plan is submitted, the plan must contain separate Small, HUBZone Small, Small Disadvantaged, Veteran Owned Small Business, Service Disabled Veteran Owned Small Business and Women Owned Small Business subcontracting percentages and dollar levels for the base year as well as each option year.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

Addendum to FAR 52.212-1 (continued)**8. Submission Requirement – Technical Proposal – Volume I (continued)****(vi) Factor VI. Javits-Wagner-O'Day Act Entity Support**

a. The offeror must provide the following:

1. A description of the efforts your company will make to assure that Javits-Wagner-O'Day Act (JWOD) qualified nonprofit agencies for the blind or other severely disabled will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and proposed range of services, supplies, and any other support that will be provided to you by JWOD concerns. Include specific names of such subcontractors, to the extent they are known.
2. Describe any future plans your company has for developing additional subcontracting possibilities for JWOD entities, or ways in which these entities could be partnered with other business and agencies in opportunities to diversify revenue production during the contract period.
3. *Specify what portion of your proposal, as a **percentage of dollars**, will be subcontracted to JWOD entities.
4. Progress reports in reference to your subcontracting efforts with JWOD activities will be submitted to the Contracting Officer as part of your monthly socioeconomic report. Provide the name and title of the individual principally responsible for ensuring company support to such entities (generally, this is the individual responsible for subcontracting with Small, Small Disadvantaged, and Women Owned Small business, etc.).

9. Submission Requirement – Cost or Price Proposal – Volume II**Factor 1 – Aggregate Distribution Prices****Factor 2 – Aggregate Pricing**

To address the above Cost or Price Factors, the offeror is required to submit the following information. Elements (i), (ii), and (iii) below must be in writing using attachments 1 through 5 (on CD and a paper copy). Elements (iv) and (v) must be in writing using a Microsoft word format.

Note: Please use an Anti-Virus utility to ensure that your CD is virus free before submitting.

- (i). **Category/Distribution Prices (attachment 1 for Zone I offers and attachment 2 for Zone II offers)**
- (ii). **Item/Product Prices (attachments 3 & 4 for Zone I offers and attachment 5 for Zone II offers)**
- (iii). **Item/Unit Prices (attachments 3 & 4 for Zone I offers and attachment 5 for Zone II offers)**
- (iv). **Option Prices (see below format)**
- (v). **Discounts, rebates, allowances or other similar economic incentives or benefits given to any other customer**

PRIME VENDOR KUWAIT/IRAQ/JORDAN**Addendum to FAR 52.212-1 (continued)****9. Submission Requirement – Cost or Price Proposal – Volume II (continued)****(i) Category/Distribution Price**

- A. The categories to be used on this solicitation are listed on attachments 1 and 2. Offerors shall input their distribution prices (normal and premium) on the attachments per the unit of measure stated. No substitutions, deletions, or additions to the categories or stated units of measure are authorized. The distribution price for each category must be offered as a dollar amount. Distribution prices offered as a percentage of the product price are not acceptable.
- B. The category/distribution prices shall remain constant for the complete base term of the contract; however, distribution prices may remain the same, increase, or decrease for each option year.
- C. The method I pricing scheme utilizes categories 1 through 189 only. The normal distribution price excludes all premium distribution prices that are representative of all elements of price specifically related to GFM storage, open case inspection, open case re-work, labeling and disposal; commercial airlifts, pallets, and ice, Army Veterinary Inspector (AVI) office space and equipment; Iraq vehicle transportation (risk/elevated insurance/ITV/recovery/demurrage, etc.); Iraq transportation officer program and Iraq customer services representatives and Iraq squad leaders. The total combined distribution price shall equal the normal distribution price plus the premium distribution price for each item category. Therefore, the difference between the total combined distribution price and the normal distribution price shall equal the premium distribution price. Premium distribution prices shall be itemized. The total combined distribution price will be the catalog distribution price at time of award if the award is based on method I pricing.
- D. The method II pricing scheme utilizes all item categories 1 through 216; the normal distribution price in categories 1 through 189 and the premium distribution price in categories 190 through 216. The normal distribution price will be the catalog distribution price at time of award if the award is based on method II pricing and the premium distribution prices will be separately invoiced in the frequency indicated.

(ii) Item/Product Price

- A. The schedule of items, attachments 3 through 5 represent 99% of the items that are currently cataloged for customers supported under this solicitation. The category for each item has been pre-designated as indicated on the attachments. No changes may be made to an items designated category. The estimated base year (24 months) quantities for the items selected are indicated next to each item and are for information and evaluation purposes only.

PRIME VENDOR KUWAIT/IRAQ/JORDAN**Addendum to FAR 52.212-1 (continued)****9. Submission Requirement – Cost or Price Proposal – Volume II (continued)****(ii) Item/Product Price (continued)**

- B. Attachments 3 thru 5 are designed to automatically capture the item distribution prices based on the category distribution prices inserted by the offeror on attachments 1 and 2. The offer shall fill in the following information on attachments 3 thru 5:
- (1) Product Price as shown on the manufacturer or grower invoice or quote
 - (2) Product Price Conversion Factor to the Government Unit of Issue
 - (3) Is the Product Price based on Invoice (yes or no)
 - (4) U.S. Domestic Offer (yes or no)
 - (5) Offered Product Brand
 - (6) Offered Pack Size
 - (7) Specification/Unit Match (yes or no)
 - (8) Price Redetermination Increment (at least 30 day increments required).

(iii) Item/Unit Price

A. Award prices will represent a fixed price for all items for a minimum of 30 days. After 30 days the prime vendor may be permitted to change the product price of non Manufacturer Pricing Agreements (MPAs) items as offered in the schedule of items and in accordance with the Prospective Price Redetermination language, as specified in this solicitation. Product prices for MPA items may also change as necessary in accordance with the MPA language specified in this solicitation.

B. Information and formulas provided on schedule of items are locked and may not be altered. Offerors must insert their distribution prices on attachments 1 and 2 and product prices on attachments 3 thru 5. Offerors must fill out all cells highlighted in green on attachments 1 thru 5. Prices must not extend more than two (2) places to the right of the decimal point. Standard rounding methods should be observed. Unit prices and the combined distribution prices will be automatically calculated by the spreadsheet formula.

C. DO NOT deduct Food Show allowances from the product price on your price proposal.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

Addendum to FAR 52.212-1 (continued)**9. Submission Requirement – Cost or Price Proposal – Volume II (continued)**
(iii) Item/Unit Price (continued)

D. To insure an objective price evaluation, the pricing of all offerors are to be based on the exact items listed in the “Schedule of Items.” When offerors qualify the salient characteristics of an item or items in the “Schedule of Items” and/or when the Government detects (through a relative pricing review and or a review of supporting invoices or quotes) that the pricing proposed is on an item which differs from the “Schedule of Items” then the Government reserves the right to employ remedies such as:

- a. Where an insignificant number of items differ from the “Schedule of Items” descriptions, those items will be eliminated from the evaluation of all offerors;
- b. Single serve items with small quantity differences may be evaluated without adjustment, as any additional quantity provides no additional value; and
- c. Larger, generally wholesale size items, with quantity differences may be evaluated on a per pound or similar basis.
- d. IF discussions are held, and after those discussions transpire, a significant number of items still differ from the “Schedule of Items” descriptions then the offeror may be eliminated from the competitive range. Whatever remedy is selected by the Government shall apply to the base period and all option periods in the acquisition.

E. ALL offered product prices must be substantiated with a copy of the manufacturer or grower’s invoice or quote for each item in the Schedule of Items. The Schedule of Item No. must be reflected on each invoice or quote so as to identify what item each invoice corresponds to. Quotes must be presented in the following manner:

- i. Detailed on manufacturer or grower company letterhead;
- ii. Date price quote was supplied;
- iii. Time period price quote is effective;
- iv. Quantity covered by price quote;
- v. Manufacturer or grower part number; and
- vi. Manufacturer or grower’s point of contact, including name, title, address, and phone number.
- vii. FOB terms

The invoices should reflect the prices effective within thirty (30) days prior to the solicitation issue date. If invoices are not available for that time period, the most recent invoices shall be submitted reflecting the last purchase made for the item. Offerors that submit revised prices shall supply invoices or quotes from the time period of thirty days prior to the due date of the revised proposals. The Government has a strong preference for prices within the timelines indicated above over earlier dates. For evaluation purposes, the offeror is required to submit pricing for the Schedule of Items that will meet the Government’s minimum requirement, except for Brand Name items, which must be priced according to the exact brand name product.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

Addendum to FAR 52.212-1 (continued)9. Submission Requirement – Cost or Price Proposal – Volume II (continued)**(iv) Option Price**

- A. There are two (2) two (2) year options in this solicitation. Acceptance of these options is mandatory. Two copies of the form below must be completed and submitted in the Price Proposal, one for each pricing method (Method I Pricing and Method 2 Pricing).
- B. If an offeror does not submit option term prices for the distribution portion of the price, the offeror's proposal may be rejected. Option term price increases or decreases are to be expressed as a percentage increase or decrease from the base/previous option period. Option term price increases or decreases must be specified for both normal and premium distribution prices. The firm may also elect to offer no change in the distribution prices over the life of the contract.
- C. Offeror may choose not to increase their distribution price for one or more of the option years. In this case, annotate 0.0% in the option year block as applicable. If option pricing is not annotated below, the proposal will be evaluated as having "no change" to the distribution pricing for the two (2), two (2)-year options in this solicitation.
- D. Offerors who elect to increase or decrease their distribution prices for option years must submit the pricing in the form of a percentage rate of change over the prior year distribution prices. The offeror must limit any changes to their distribution prices by this percentage. The percent change per year will apply to all categories. Also, please note that it is possible, and may be desirable, to offer a lower percentage for successive years, due to the experience factor gained in dealing with the region and business.
- E. The distribution prices for the option periods are calculated as a percentage increase or decrease from the previous two year distribution price. Offerors shall indicate percent increase(s) over the previous two year price for each option period. The percentage increase or decrease will cover the two (2) year option period. See below examples of a 2% increase and a 2% decrease for each option period. Therefore if a 1% increase or decrease is anticipated each calendar year, a 2% increase or decrease would be proposed for the two (2) year option period:

Percentage Increase Example:

Base Year Distribution Price = \$10.00

Option Period One (Years 3 and 4): $\$10.00 \times 2\% = \10.20

Option Period Two (Years 5 and 6): $\$10.20 \times 2\% = \10.40

Percentage Decrease Example:

Base Year Distribution Price = \$10.00

Option Period One (Years 3 and 4): $\$10.00 \times -2\% = \9.80

Option Period Two (Years 5 and 6): $\$9.80 \times -2\% = \9.60

PRIME VENDOR KUWAIT/IRAQ/JORDAN

Addendum to FAR 52.212-1 (continued)

9. Submission Requirement – Cost or Price Proposal – Volume II (continued)

(iv) Option Price (continued)

Please fill out the below based on the proposed Option Period Distribution Percentage Increase or Decrease:

Normal Distribution Price:

Base Year (2 Years) Total Dollar Value: _____

Option Period One = Two Years _____% Increase or Decrease (Please Circle One)

Option Period One (Years 3 and 4) Total Dollar Value: _____

Option Period Two = Two Years _____% Increase or Decrease (Please Circle One)

Option Period Two (Years 5 and 6) Total Dollar Value: _____

TOTAL AGGREGATE CORE ITEMS DOLLAR VALUE FOR ALL YEARS:

Premium Distribution Price:

Base Year (2 Years) Total Dollar Value: _____

Option Period One = Two Years _____% Increase or Decrease (Please Circle One)

Option Period One (Years 3 and 4) Total Dollar Value: _____

Option Period Two = Two Years _____% Increase or Decrease (Please Circle One)

Option Period Two (Years 5 and 6) Total Dollar Value: _____

TOTAL AGGREGATE CORE ITEMS DOLLAR VALUE FOR ALL YEARS:

Offeror must include a total \$ figure for the base year and the option periods (Two (2) Years).

If CPI is used in pricing of the option periods, the CPI should be based on “Consumer Price Index (All Urban), All Items (Consumer).” If CPI is used as the rate of change, the change should be annotated as shown in the following example:

Option Period 1 One half % of the CPI % increase

***% Cap = 5.00% (Cap must be submitted as a percentage)

***The cap will be used to evaluate your proposals total cost to the Government.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

Addendum to FAR 52.212-1 (continued)9. Submission Requirement – Cost or Price Proposal – Volume II (continued)**(v) Discounts, Rebates, Allowances or Other Similar Economic Incentives or Benefits**

The contractor shall identify all discounts, rebates, allowances or other similar economic incentives or benefits given to any other customer for each item. In addition, the contractor must identify those types of discounts, rebates, allowances or other similar economic incentives or benefits given to any other customer that it shall pass on to the Government and those types of discounts/rebates that will be retained by the contractor. These discounts, rebates, allowances or other similar economic incentives or benefits shall be reported monthly as identified in the special contract requirements/management reports section of the statement of work.

THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ALL ASPECTS OF AN OFFEROR'S PRICE PROPOSAL.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

Addendum to FAR 52.212-1 (continued)

The following provisions are incorporated in full text:

DLAD 52.215-9007 Preproposal Conference (Feb 2005)

A preproposal conference will be held to explain the requirements of this solicitation, SPM300-08-R-0061, and to respond to questions raised by prospective offerors. Prospective offerors are encouraged to attend. To arrange attendance, prospective offerors are requested to contact:

Name: Ginny Barnwell

or

Linda Ford

Phone : 215-737-2977

or

215-737-7804

Email: Ginny.Barnwell@dla.mil

or

Linda.Ford@dla.mil

The date, time, and location of the conference are provided below:

Date: 14 May 2008

Time: 8:30 AM

Location: Philadelphia Hilton Airport

Independence Ballroom AB

4509 Island Avenue

Philadelphia, PA 19153

PRIME VENDOR KUWAIT/IRAQ/JORDAN**Addendum to FAR 52.212-1 (continued)****DLAD 52.215-9007 (continued)**

Prospective offerors are requested to submit questions regarding the solicitation in writing via electronic mail to the above e-mail address five (5) days in advance of the conference to allow their inclusion in the agenda. Questions will be considered at any time prior to or during the conference; however, offerors will be asked to confirm verbal questions in writing.

The Government will not be liable for expenses incurred by an offeror prior to contract award.

Offerors are cautioned that remarks and explanations provided at the conference shall not change the terms of this solicitation unless the solicitation is amended in writing. Offerors may obtain a copy of the conference minutes from the Contracting Officer.

DSCP 52.204-9P03 REQUIREMENT FOR CERTIFICATION OF A PREVIOUSLY EXECUTED ELECTRONIC DATA INTERCHANGE (EDI) TRADING PARTNER AGREEMENT (TPA) (MAY 2004)

If the offeror intends to use a previously executed Electronic Data Interchange (EDI) Trading Partner Agreement (TPA) between the Defense Supply Center Philadelphia and the offeror in the performance of any resultant contract, the offeror must complete the certification at 52.204-9P04 in Section K of this solicitation.

52.209-9P06 RESPONSIBILITY OF OFFEROR (JAN 1992) DSCP

In considering the responsibility of an offeror, the government reserves the right to determine the responsibility of the offeror's proposed subcontractor(s) or supplier(s). The same factors shall be used to determine the responsibility of the offeror and its subcontractor(s) or supplier(s). The determination of responsibility of a proposed subcontractor or supplier shall not be construed to relieve the contractor of the sole responsibility of assuring that performance of all work under the contract is in strict accordance with its terms and conditions.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

FAR 52.212-2 EVALUATION—COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

SEE ADDENDUM _____

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

ADDENDUM TO FAR 52.212-2

1. Paragraph (a) is hereby expanded to read as follows:

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost or price and other non-price factors considered. The following technical and cost or price factors shall be used to evaluate offers:

TECHNICAL PROPOSAL (NON-PRICE FACTORS)

I. Distribution System Capability/Quality Assurance

(Sub factors are of equal importance)

- A. Location
- B. Warehouse Storage
- C. Resource Availability
- D. Airlift Experience
- E. Quality Control Assurance & Warehouse Procedures
- F. Inspection & Sanitation Procedures
- G. Supplier Selection Procedures
- H. Force Protection

II. Experience/Past Performance

(Subfactors A and B are of equal importance to each other and Subfactors C and D are of equal importance to each other. Subfactors A and B are more important than Subfactors C and D.)

- A. Experience
- B. Past Performance
- C. Socioeconomic Considerations
- D. JWOD Support

III. Customer Support/Product Availability

(Sub factors are of equal importance)

- A. Customer Service Approach
- B. Product Sourcing
- C. Pipeline

IV. Surge and Sustainment

- A. Contractor Readiness Capability Plan

V. Socioeconomic Considerations

VI. JWOD Support

COST OR PRICE PROPOSAL (PRICE FACTORS)

I. Aggregate Distribution Prices

II. Aggregate Prices

PRIME VENDOR KUWAIT/IRAQ/JORDAN**Addendum to FAR 52.212-2 (continued)**

Technical Factors I through VI are more important than Cost or Price Factors. Technical Factors I and II are of equal importance and are more important than the remaining technical factors. Technical factor III is more important than Technical Factors IV, V, and VI. Technical Factor IV is more important than Technical Factors V and VI. Technical Factors V and VI are socioeconomic factors which are of equal importance to each other and will be rated comparatively. The sub-factors listed under Factor I are of equal importance to each other. For Factor II, sub-factors A and B are of equal importance to each other, and sub-factors C and D are of equal importance to each other; however, sub-factors A and B are more important than factors C and D. The sub-factors listed under Factor III are of equal importance to each other. Price factors are listed in descending order of importance. Because this procurement will use the trade off process as outlined in FAR 15.101-1, the Government may accept other than the lowest priced proposal as the overall best value. The Government will make a risk assessment based on information contained in the proposal and other information, which has or may be derived from sources other than the proposal. Risk to the Government will be considered in the rating for any factors and/or sub-factors.

2. Add paragraph (d) as follows:

(d) Source Selection and Evaluation Procedures:

Summary: Subsequent to the date specified in the solicitation for receipt of proposals, all timely proposals will undergo a technical and cost or price evaluation as described below. The Contracting Officer may make a competitive range determination based on these evaluations, and submit it to the Source Selection Authority (SSA) for approval. Unless award is made on the basis of initial proposals, written and/or oral discussions will be conducted with all offerors in the competitive range. Final revised offers resulting from discussions will undergo further technical and cost or price evaluations. Finally, a proposal will be selected for award by the SSA, as described below.

Evaluation Process. Factors I through VI are considered technical factors and will be evaluated in accordance with the Technical Evaluation Process outlined below. Cost or price will be evaluated in accordance with the Price Evaluation Process outlined below

Technical Evaluation Process – Offerors are required to present all of their information in writing, as prescribed in the section of this solicitation entitled Submission Requirements. Proposals so technically deficient as to make them technically unacceptable will be rejected as unacceptable, regardless of the cost or price offered. No discussions will be held with rejected offerors, nor will any rejected offeror be given an opportunity to revise its offer to correct deficiencies in order to become acceptable after the date and time specified for the receipt of offers.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

Addendum to FAR 52.212-2 (continued)**2(d). Source Selection and Evaluation Procedures (continued)**
Technical Evaluation Process (continued)**Factor I. Distribution-System Capability/Quality Assurance****A. Location:**

The location of the offeror's facilities will be evaluated to determine its sufficiency to support the customers with timely deliveries during normal deliveries as well as emergencies. Adequate existing facilities will generally be rated more favorably than those under construction.

B. Warehouse Storage:

The offerors physical facilities, including whether they are owned or leased, will be evaluated to determine its open capacity, layout, appropriate temperature controls, available yard space and available equipment to successfully meet the requirements of this solicitation. Adequate facilities will generally be rated more favorably.

C. Resource Availability:

The Government will evaluate the offeror's quantity, size, type, location of distribution equipment resources (i.e. number and type of trucks, owned/leased, etc.) available to successfully meet the requirements of this solicitation. Personnel resources for proper maintenance of distribution equipment will be assessed. Adequate existing equipment and personnel will generally be rated more favorably.

D. Airlift Experience:

The Government will evaluate the offeror's experience and ability to execute airlifts and to obtain and store adequate amounts of dry ice, wet ice, and tri-walls (chill, freeze, and dry) to meet the requirements of this solicitation. Adequate experience and ability to perform will generally be rated more favorably.

E. Quality Control Assurance and Warehouse Procedures:

The offeror's quality control and warehouse procedures will be evaluated to determine if the quality requirements of this solicitation will be met. Product movement procedures, inventory control systems, level of automation, reserve inventory and/or let down control procedures, inventory rotation methods, quality assurance personnel, inventory turnover rates, and shelf life procedures will be assessed. Sophisticated levels of automation and highly computerized systems will generally be rated more favorably.

F. Inspection and Sanitation Procedures

The Government will evaluate the offeror's inspection program, sanitary control procedures and stored products pest management program. Sophisticated levels of automation, detailed and systemic programs will generally be rated more favorably.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

Addendum to FAR 52.212-2 (continued)**2(d). Source Selection and Evaluation Procedures (continued)****Technical Evaluation Process (continued)****Factor 1 (continued)****G. Supplier Selection Procedures**

The Government will evaluate the offeror's supplier selection program. This evaluation will be conducted to determine the effectiveness of the program to promote competition and provide continued supply of quality products at the best price with minimal variation to meet the requirements of this solicitation. Programs that ensure quality, consistency, and best pricing will generally be rated more favorably.

H. Force Protection:

The Government will evaluate the offeror's security plan to meet the requirements of this solicitation. Operationally proven security plans will generally be rated more favorably.

Factor II – Experience/Past Performance

When evaluating Experience and Past Performance, the offeror's written proposal relevant Government (in-house) records, and the information provided by the points of contact or references designated by the offeror will be taken into account. Government (in-house) records will be considered more reliable than information derived from other sources. This assessment will also be performed for any partner that will perform in support of the proposed contract.

The Government will perform an integrated assessment of the offeror's individual house experience and past performance. This assessment will also be performed for any partner(s) or joint venture(s) that will perform in support of the proposed contract.

The subfactors A and B for Experience/Past Performance are of equal importance to each other and of greater importance than subfactors C and D, which are of equal importance to each other.

A. Experience

Element 1 – Size and Complexity – The Government will evaluate the offeror's experience in fulfilling requirements of similar size and complexity as a contractor on the battlefield for customers in a prime vendor/regular dealer capacity on an individual contract basis only for its top five (5) dollar value contracts, including Government contracts, if any. The estimated requirements of the solicited contract are as follows:

	Zone 1	Zone 2
Annual Dollar Value	\$1.3B	\$264M
Estimated line items/SKUs	Kuwait to Kuwait 773 Kuwait to Iraq 829 Turkey to Iraq 115	Jordan to Iraq 812
Average delivery stops per week	163	25
Average delivery orders per week	696	130
Average line items ordered per week	100	100
Average delivery order dollar value	\$44,800	\$38,121

PRIME VENDOR KUWAIT/IRAQ/JORDAN**Addendum to FAR 52.212-2 (continued)****2(d). Source Selection and Evaluation Procedures (continued)****Technical Evaluation Process (continued)****Factor 2 (continued)**

Element 2 – Key Personnel – The offeror’s identification of key personnel, and their relevant individual experience, will be examined in order to determine the anticipated success of the firm in providing service to its customers.

Within the Experience subfactor, element 1 (Size and Complexity) is of greater importance than element 2 (Key Personnel).

B. Past Performance

Contract Performance/Customer Satisfaction – The Government will evaluate the offeror’s record of performance with both commercial and Government contracts (if any) for its top five (5) dollar value contracts. The Government will determine whether the firm has a successful history of: conformance to contractual requirements or business agreements, providing consistently high fill rates; a commitment to customer satisfaction; and timely delivery of quality products.

C. Socioeconomic Past Performance – If an offeror has performed on Government contracts that are subject to prior socioeconomic goals (including any such contracts are within the offeror’s top five (5) dollar value contracts and any other Government contracts), they will be evaluated on their adherence to the requirements of these various socioeconomic considerations of past and current contracts. This aspect of the Government’s evaluation is limited to socioeconomic matters only and other aspects of past performance are evaluated as described in the previous paragraph.

D. JWOD – If an offeror has performed on Government contracts that are subject to prior JWOD requirements (including any such contracts are within the offeror’s top five (5) dollar value contracts and any other Government contracts), they will be evaluated on their adherence to the requirements of the Javits-Wagner-O’Day Act Entity Support of past and current contracts. This aspect of the Government’s evaluation is limited to socioeconomic matters only and other aspects of past performance are evaluated as described in the previous paragraph.

Offerors that do not have records of past performance on socioeconomic and/or JWOD issues will receive a “Neutral” rating. This evaluation will also be performed for any partner involved in the proposed contract. Government (in-house) records will also be used for this evaluation, if applicable, and will be considered more reliable than information derived from other sources.

Factor III - Customer Support/Product Availability**A. Customer Service Approach:**

The offeror’s customer service program and strategy to include benchmarks, value added services, complaint resolutions, number of visits, performance incentives and authority levels will be evaluated to determine its commitment to customer satisfaction. The offeror’s system used to track deliveries and accuracy of orders, manage order deviations and cancellations will also be evaluated. Offerors that provide high levels of customer service will generally be rated more favorably.

B. Product Sourcing:

The items an offeror carries in its inventory from approved sources that meet the item descriptions or acceptable equivalent of the items in the “Schedule of Items,” see attachments 3 through 5 will be evaluated. Offeror’s that demonstrate the exact item from approved sources in accordance with the requirements will generally be rated more favorably.

C. Pipeline:

The quantity of pallets that the offeror is capable of providing from the CONUS place of performance to port of debarkation, on the water, and from the OCONUS port of debarkation to place of performance will be evaluated. Pipelines with higher capacity will generally be rated more favorably.

PRIME VENDOR KUWAIT/IRAQ/JORDAN**Addendum to FAR 52.212-2 (continued)****2(d). Source Selection and Evaluation Procedures (continued)**
Technical Evaluation Process (continued)**Factor IV Surge and Sustainment**

The Government will evaluate the offeror's ability to support surge and sustainment requirements in the catalog solicitation submission worksheet. This factor will be review by a subject matter expert.

Factor V. Socioeconomic Considerations

Socioeconomic goals will be evaluated on a comparative basis among all offerors. The offeror that proposes a higher percentage, complexity level, and variety of participation by SB, SDB, VOSB, SVOSB, and HZSB concerns will generally receive a higher rating on this factor.

Factor VI. Javits-Wagner-O'Day Act Entity Support

Javits-Wagner-O'Day goals will be evaluated on a comparative basis among all offerors. The offeror that proposes a higher percentage, complexity level, and variety of participation by JWOD entities will generally receive a higher rating on this factor.

Price Evaluation Process - Each proposal will be evaluated against the requirements of the solicitation. The Government will evaluate limited pricing data with the initial proposals and during discussions, in accordance with FAR 15.4, "Contract Pricing".

The Government will evaluate the offeror's pricing on the items listed in the Schedule of Items. Included in this process is the evaluation of options. The estimated quantities shall be multiplied by the unit prices to determine the lowest overall cost to the Government. Evaluation of the items will be on a group basis in accordance with FAR 25.503. See evaluation procedures at DFARS 225.502. If there are domestic offers (supplying greater than 50% domestic products), a 50% factor will be added to any non-qualifying country offer (supplying greater than 50% non-qualifying country products). If there are no domestic offers, or when a qualifying country offer (see 225.872-1 for a list of qualifying countries) is lower than the domestic offer, any non-qualifying country offers will be evaluated without the 50%. If these procedures result in a tie between a non-qualifying country offer and a domestic offer, the domestic offer will be considered the low offer on the basis of the pricing factor. These line by line figures will be totaled to arrive at an aggregate value. Pricing will be evaluated for all option years in the same manner.

A separate evaluation will also be made of the distribution prices provided for in the Schedule of Items, in order to determine aggregate distribution fees, and to compare category prices among zones. Distribution prices will be more important than product price.

The information requested on the "Schedule of Items" attachments 3 thru 5 will be evaluated on a comparative basis among all offerors.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

Addendum to FAR 52.212-2 (continued)**2(d). Source Selection and Evaluation Procedures (continued)**
Price Evaluation Process (continued)

If MPA items are added to this solicitation via solicitation amendment, the fixed MPA item product price will be used for evaluation of the market basket schedule of items for all offerors. The offerors will not be required to have commercial agreements in place with the MPA holders at this time. The Contracting Officer will automatically substitute each offerors market basket product price with the fixed MPA product price despite whether the offered product price is higher or lower than the fixed MPA product price.

The offeror is required to furnish limited pricing information as outlined in the solicitation section entitled **Submission Requirements**.

To be acceptable, the firm's price proposal must be complete, realistic, and reasonable. Proposals that are unrealistic in terms of technical or schedule commitments, or unrealistically low in price, will be considered indicative of a lack of understanding of the solicitation requirements.

To insure an objective price evaluation, the pricing of all offerors are to be based on the exact item in our schedule of items. When offerors qualify the salient characteristics of an item or items in the schedule and or when the government detects (through a relative pricing review and or a review of supporting invoices or quotes) that the pricing proposed is on an item which differs from the schedule of items description then the government reserves the right to employ remedies such as:

- (a) Where an insignificant number of items differ from the schedule of item descriptions, those items will be eliminated from the evaluation of all offerors;
- (b) Single serve items with small quantity differences may be evaluated without adjustment, as any additional quantity provides no additional value; and
- (c) Larger, generally wholesale size items, with quantity differences may be evaluated on a per pound or similar basis.
- (d) After discussions are held, if a significant number of items differ from the schedule of item descriptions then the offeror may be eliminated from the competitive range.

Competitive Range Determination. If discussions are required, after initial evaluations are completed, the contracting officer will make a competitive range determination. Price and technical considered, only the highest rated offerors will be included in the competitive range. Offerors in the competitive range will be included in discussions. Offerors out of the competitive range will not participate in discussions and will no longer be considered for award. Offerors excluded from the competitive range will be notified in writing. At that time, pursuant to FAR 15.505 (A) an offeror may request a pre-award or post-award debriefing. If a pre-award debriefing is held only limited information will be releasable. Offerors debriefed after the competitive range determination are not entitled to a second debriefing after the award is made.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

Addendum to FAR 52.212-2 (continued)**2(d). Source Selection and Evaluation Procedures (continued)**

Selection Process. The final technical and cost or price evaluation reports will be furnished to the Contracting Officer by the Evaluation Panel. The Contracting Officer will prepare a written recommendation for award and forward it to the Source Selection Authority (SSA). It is the ultimate decision of the SSA to determine which offeror receives the award.

The following provisions are incorporated in full text:

FAR 52.216-1 -- Type of Contract (Apr 1984)

The Government contemplates award of a fixed price/fixed price with prospective price redetermination contract resulting from this solicitation.

DSCP 52.217-9P13 EVALUATION OF OPTIONS -- SOURCE SELECTION FOR AN INDEFINITE-DELIVERY, INDEFINITE-QUANTITY CONTRACT (JAN 1992)

(a) For award purposes, in addition to an offeror's response to the base ordering period, the government will evaluate its response to all options, both technical and price. To evaluate price, the government will add the total price for all options to the total price for the base ordering period. Further, where a contract line or sub line item number in section B specifies a minimum and maximum quantity, the maximum quantity will be used to determine the total price. Evaluation of options will not obligate the government to exercise the options. For this solicitation, the options are as specified in clause 52.217-9P12.

(b) Should offerors propose option prices which vary (for example, with quantities actually ordered and the dates when ordered), these offers will be evaluated using the highest option price offered for each item.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

**FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL
ITEMS (NOV 2007)**

An offeror shall complete only paragraph (l) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (k) of this provision.

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

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

PRIME VENDOR KUWAIT/IRAQ/JORDAN

FAR 52.212-3 (continued)

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of [26 U.S.C. 6041](#), 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(3) *Taxpayer Identification Number (TIN)*.

- o TIN: _____.
- o TIN has been applied for.
- o TIN is not required because:
 - o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - o Offeror is an agency or instrumentality of a foreign government;
 - o Offeror is an agency or instrumentality of the Federal Government.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

FAR 52.212-3 (continued)(4) *Type of organization.*

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other _____.

(5) *Common parent.*

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:
Name _____.
TIN _____.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is, o is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

PRIME VENDOR KUWAIT/IRAQ/JORDAN

FAR 52.212-3 (continued)

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it is, or is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees Average Annual Gross Revenues

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51–100	<input type="checkbox"/> \$1,000,001–\$2 million
<input type="checkbox"/> 101–250	<input type="checkbox"/> \$2,000,001–\$3.5 million
<input type="checkbox"/> 251–500	<input type="checkbox"/> \$3,500,001–\$5 million
<input type="checkbox"/> 501–750	<input type="checkbox"/> \$5,000,001–\$10 million
<input type="checkbox"/> 751–1,000	<input type="checkbox"/> \$10,000,001–\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It is, or is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

PRIME VENDOR KUWAIT/IRAQ/JORDAN

FAR 52.212-3 (continued)

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns*. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.*]

(10) *HUBZone small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

FAR 52.212-3 (continued)

(e) *Certification Regarding Payments to Influence Federal Transactions* ([31 U.S.C. 1352](#)). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No. Country of Origin

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian or Moroccan end product,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act.”

PRIME VENDOR KUWAIT/IRAQ/JORDAN

FAR 52.212-3 (continued)

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

PRIME VENDOR KUWAIT/IRAQ/JORDAN

FAR 52.212-3 (continued)

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

PRIME VENDOR KUWAIT/IRAQ/JORDAN

FAR 52.212-3 (continued)

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No. Country of Origin

Line Item No.	Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126)*. [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

PRIME VENDOR KUWAIT/IRAQ/JORDAN

FAR 52.212-3 (continued)

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

PRIME VENDOR KUWAIT/IRAQ/JORDAN

FAR 52.212-3 (continued)

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror [] does [] does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

FAR 52.212-3 (continued)

(1)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (b) through (j) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(End of provision)

Alternate I (Apr 2002). As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

PRIME VENDOR KUWAIT/IRAQ/JORDAN

FAR 52.212-3 (continued)

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

Alternate II (Oct 2000). As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) *Address.* The offeror represents that its address is, or is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR Part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture

PRIME VENDOR KUWAIT/IRAQ/JORDAN

ADDENDUM TO FAR 52.212-3

The following clause is incorporated by reference:

DFARS 252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country (Oct 2006)

The following clauses are incorporated in full text:

FAR 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

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

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

PLACE OF PERFORMANCE (STREET ADDRESS, CITY, STATE, COUNTY, ZIP CODE)

NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT

PRIME VENDOR KUWAIT/IRAQ/JORDAN

Addendum to FAR 52.212-3 (continued)DFARS 252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM
CERTIFICATE (JUN 2005)

(a) Definitions. “Domestic end product,” “foreign end product,” “qualifying country,” “qualifying country end product,” and “United States” have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government—

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that—

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
------------------	-------------------

(3) The following end products are other foreign end products:

Line Item Number	Country of Origin (If known)
------------------	------------------------------

PRIME VENDOR KUWAIT/IRAQ/JORDAN**Addendum to FAR 52.212-3 (continued)****DLAD 52.233-9000 AGENCY PROTESTS (SEP 1999)**

Companies protesting this procurement may file a protest 1) with the contracting officer, 2) with the General Accounting Office, or 3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (Note: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

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

- (a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.
- (b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see [DLA Directive 5145.1](#)). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.
- (c) If you wish to opt out of this clause, check here []. Alternate wording may be negotiated with the contracting officer.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

Addendum to FAR 52.212-3 (continued)**DSCP 52.204-9P04 CERTIFICATION REGARDING A PREVIOUSLY EXECUTED ELECTRONIC DATA INTERCHANGE (EDI) TRADING PARTNER AGREEMENT (TPA) (MAY 2004)**

The Offeror certifies that—

- (a) It intends to use a previously executed EDI TPA in the performance of any resultant contract.
- (b) Such EDI TPA—
 - (1) is between the Defense Supply Center Philadelphia, Directorate of _____ and _____;
 - (2) is dated _____; and
 - (3) includes the following modification(s) (if "none", so state):

Modification Number

Date

DSCP 52.211-9P38 PLACE OF PERFORMANCE (NOV 2005)

(a) The offeror must stipulate in the Place of Performance clause included in this solicitation information pertinent to the place of performance. Failure to furnish this information with the bid may result in rejection of the offer/bid.

(b) No change in the place(s) of performance shall be permitted between the opening/closing date of the bid/offer and the award except where time permits and then only upon receipt of the contracting officer's written approval.

(c) Any change in place(s) of performance cited in this offer and in any resulting contract is prohibited unless it is specifically approved in advance by the contracting officer.

Paragraph (d) is applicable only when checked.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

**252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL
ITEMS (JUN 2005)**

(a) Definitions. As used in this clause—

(1) “Foreign person” means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) “United States” means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) “United States person” is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it—

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term “supplies” is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it—

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

- (1) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it
- (2) will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

PRIME VENDOR KUWAIT/IRAQ/JORDAN

DOCUMENTS, EXHIBITS AND ATTACHMENTS

- Attachment 1 – Category/Distribution List – Zone 1**
- Attachment 2 – Category/Distribution List – Zone 2**
- Attachment 3 – Schedule of Items – Zone 1 – Kuwait to Kuwait**
- Attachment 4 – Schedule of Items – Zone 1 – Kuwait to Iraq & Turkey to Iraq**
- Attachment 5 – Schedule of Items – Zone 2 – Jordan to Iraq**
- Attachment 6 – NAPA Holders Listing**
- Attachment 7 – STORES EDI Information & 810 Transaction Set**
- Attachment 7a-- 832 Catalog (Vendor to DSCP)- Proposed Modifications to
Common Food Management System (CFMS) elements ***
- Attachment 8 – Sample Subcontracting Plan**

**NOTE: ATTACHMENTS 1-5 WILL BE PROVIDED BY DSCP UPON REQUEST.
CONTACT INFORMATION FOLLOWS:**

Please contact Contract Specialist Ginny Barnwell or Contracting Officers Tim Dlugokecki or Linda Ford in order to receive an electronic copy of the item categories and schedule of items, attachments 1 through 5. The format will be Microsoft Excel Spreadsheet. Offers must use the provided format for proposal submission. Any proposal which does not include a printed hard copy of the provided spreadsheets as well as a copy on CD may result in the rejection of the entire proposal.

Contract Specialist

Ginny Barnwell

215-737-2977

Ginny.Barnwell@dla.milContracting Officer

Tim Dlugokecki

215-737-4671

Timothy.Dlugokecki@dla.milContracting Officer

Linda Ford

215-737-7804

Linda.Ford@dla.mil

**ATTACHMENT 6
STARTS ON THE
FOLLOWING PAGE**

PRIME VENDOR KUWAIT/IRAQ/JORDAN – ATTACHMENT 6

NAPA Holders Listing

DRAFT

Agreement Number	Vendor	Brands
0353	ACH Food Companies, Inc. 7171 Goodlett Farms Parkway Memphis, TN 38016	<ul style="list-style-type: none"> • Frymax • Whirl
0157	Advance Food Company 13800 Wireless Way Oklahoma City, OK 73134	Click Here
0367	Alder Foods 1 Foxhill Drive Walpole, MA 02081	<ul style="list-style-type: none"> • Alder Foods • Farmland • Parmalat
0317	American Bounty 12624 Daphne Avenue Hawthorne, CA 90250	<ul style="list-style-type: none"> • American Bounty
0296	American Coffee Federation 1100 17th St SW Washington, DC 20036	<ul style="list-style-type: none"> • Del Pais Coffee
0196	American Pride Seafoods Hwy 69 N. P.O. Box 436 Greensboro, AL 36744	<ul style="list-style-type: none"> • Southern Pride
0382	Amy Food Inc. 3324 S. Richey Street Houston, TX 77017	<ul style="list-style-type: none"> • Amy Food
0160	Atkins Elegant Desserts, Inc. 15510 Stoney Creek Way Noblesville, IN 46060	<ul style="list-style-type: none"> • Atkins Elegant Desserts
0388	Authentic Speciality Foods 4340 Ecalyptus Ave Chino, CA 91710-9705	<ul style="list-style-type: none"> • Authentic Speciality
0068	Awrey Bakery Food Service 12301 Farmington Road Livonia, MI 48150	<ul style="list-style-type: none"> • Awrey Bakery
0312	Azar Food Service 1800 Northwestern Dr El Paso, TX 79912	<ul style="list-style-type: none"> • Azar
0081	B&G Foods 4 Gatehall Drive Suite 110 Parsippany, NJ 07054	Click Here
0400	B.C. Bundt, Inc. P. O. Box 271848 Tampa, FL 33688-1848	<ul style="list-style-type: none"> • B. C. Bundt
0339	Balliro Corporation 3110 Henson Road	<ul style="list-style-type: none"> • Balliro

PRIME VENDOR KUWAIT/IRAQ/JORDAN – ATTACHMENT 6

NAPA Holders Listing

DRAFT

	Knoxville, TN 37921	
0221	Baltimore Spice, Inc. 9740 Reisterstown Rd Owings Mills, MD 21117	<ul style="list-style-type: none"> • Baltimore Spice • Culinary Choice
0061	Barber Foods P.O. Box 4821 Portland, ME 04112	<ul style="list-style-type: none"> • Barber Foods
0152	Basic American Foods 2999 Oak Road Walnut Creek, CA 94596-2016	Click Here
0256	Baumer Foods 4301 Tulane Ave New Orleans, LA 70119	<ul style="list-style-type: none"> • Crystal
0286	BD & K Foods, Inc. 312 Alabama St. Auburn, AL 36830	<ul style="list-style-type: none"> • BD&K Foods
0140	Berks Packing Co., Inc. 307-323 Bingham Street Reading, PA 19610-5919	<ul style="list-style-type: none"> • Berks
0397	Blue Bunny Ice Cream 1 Blue Bunny Dr Le Mars, IA 51031	<ul style="list-style-type: none"> • Blue Bunny • Premium • Health Smart
0257	Boja's Foods, Inc. P.O. Box 602 Bayou La Batre, AL 36509	<ul style="list-style-type: none"> • Boja's
0040	Brakebush Brothers Inc. N4993 6th Drive Westfield, WI 54964-9511	<ul style="list-style-type: none"> • Brakebush Brothers
0127	Bridgford Foods Corporation 1707 S. Good-Latimer Expwy Dallas, TX 75226	<ul style="list-style-type: none"> • Bridgford
0279	Buena Vista Food Products, Inc. 823 West 8th St. Azusa, CA 91702	<ul style="list-style-type: none"> • Buena Vista • Linda's Cookies
0017	Bunge Oil 3701 Algonquin Road Rolling Meadow, IL 60008	<ul style="list-style-type: none"> • Bunge Food • R&H
0394	Burger Maker 666 16th St Carlstadt, NJ 11433	<ul style="list-style-type: none"> • Burger Maker
0301	Butter Buds Foodservice 2330 Chicory Rd Racine, WI 53403	<ul style="list-style-type: none"> • Butter Buds
0273	C&R Foods, Inc./Eyas Inc.	<ul style="list-style-type: none"> • Dole

PRIME VENDOR KUWAIT/IRAQ/JORDAN – ATTACHMENT 6

NAPA Holders Listing

DRAFT

	105 Red Maple Ct Ponte Verda Beach, FL 32082-4605	• Ready Pac
0173	C.H. Guenther & Sons P.O. Box 118 San Antonio, TX 78291	• Pioneer Flour
0008	Campbell Soup Co. 3010 Pleasantree Ct Oak Hill, VA 20171	Click Here
0180	Cargill Inc./Sunny Fresh 206 West 4th St Monticello, MN 55362	Click Here
0336	Carl Buddig and Company 950 West 175th St Homewood, IL 60430	• Carl Buddig • Old Wisconsin Co
0370	Carla's Pasta 50 Talbot Lane South Windor, CT 30007	• Carla's Pasta
0150	Castleberry/Snow's Brands P.O. Box 1010 Augusta, GA 30903	Click Here
0265	Chattanooga Bakery/Moonpie 900 Manufacturers Rd Chattanooga, TN 37405	• Moonpie • Lookout
0241	Chicagoland Foods 9049 Heathwood Circle Niles, IL 60714	• Chicagoland Foods
0164	Chicken Of The Sea International 221 E. Main Street Milford, MA 01757	• Chicken Of The Sea
0309	Clabber Girl Corp. 900 Wabash Ave Terre Haute, IN 47807	• Clabber Girl • Rumford • Fleischmann
0329	Clear Springs Foods, Inc. 1500 E 4424 N Clear Lakes Rd Buhl, ID 83316	• Clear Spring Fds • X-Stream • Treasures
0249	Clement Pappas Co, Inc. 10 N Parsonage Rd Seabrook, NJ 08302	• Clement Pappas • Ruby Kist
0282	Clement's Pastry Shop, Inc. 3355 B 52nd Ave Hyattsville, MD 20781	• Clement's Pastry Shop
0147	Clovervale Foods, Inc. 226 Connecticut Ave Lorain, OH 44052	• Chef's Pantry

PRIME VENDOR KUWAIT/IRAQ/JORDAN – ATTACHMENT 6

NAPA Holders Listing

DRAFT

0217	Coffee Express P.O. Box 1998 Slidell, LA 70459	<ul style="list-style-type: none"> • Coffee Express • tropi-Rich
0010	Con Agra Foods Culinary Products 7224 Greenbank Road Baltimore, MD 21220	Click Here
0072	Continental Mills, Inc. & MultiFoods Hilton Head Plantation 114 Headlands Drive Hilton Head, SC 29926	<ul style="list-style-type: none"> • Krusteaz • Pillsbury Bakery Mixes
0012	Country Home Bakers, Inc. 361 Benigno Blvd Bellmawr, NJ 08031	<ul style="list-style-type: none"> • Country Home Bakers
0125	Country Pure Foods, Inc. Foodservice Division 681 West Waterloo Road Akron, OH 44314	<ul style="list-style-type: none"> • Ardmore Farms
0271	Cuisine Solutions 85 S Bragg St Suite 600 Alexandria, VA 22312	<ul style="list-style-type: none"> • Cuisine Solutions
0087	Custom Food Products 5145 W. 123rd Street Alsip, IL 60803-3495	Click Here
0098	Daily Foods, Inc. 3535 S. 500 W. Salt Lake City, UT 84115	<ul style="list-style-type: none"> • Daily's
0380	Dakota Gourmet/Sun Opta Companies 896 22nd Ave. N. Wahpeton, ND 58075	<ul style="list-style-type: none"> • Dakota Gourmet • Sunrich • Kettle Valley
0404	D'Andrea Brothers, LLC 6399 Wilshire Blvd PH1 Los Angeles, CA 90048	<ul style="list-style-type: none"> • HOOAH
0026	Dannon Company Inc. Food Service Division 1501 Knoll Ridge Circle Corinth, TX 76205	<ul style="list-style-type: none"> • Dannon Yogurt
0347	Dan's Prize 226 Main St Gainesville, GA 30501	<ul style="list-style-type: none"> • Dan's prize
0272	Darlington Farms	<ul style="list-style-type: none"> • Darlington Farms
0402	Dawn Food Products 3333 Sargent Road Jackson, Michigan 49201	<ul style="list-style-type: none"> • Dawn Food

PRIME VENDOR KUWAIT/IRAQ/JORDAN – ATTACHMENT 6

NAPA Holders Listing

DRAFT

0133	Dean Foods/Morning Star 17380 Railroad Street City of Industry, CA 91748	• Rod's
0114	Del Monte Foods P.O. Box 193575 San Francisco, CA 94119-3575	Click Here
0091	Devault Foods One Devault Ln. P.O.Box 587 Devault, PA 19432	Click Here
0330	Diamond Crystal Brands, Inc. 3000 Tremont Road Savannah, GA 31412	• Diamond Crystal
0343	Diversified Foodservice Manufacturing Company 4305 Lynburn Drive Tucker, GA 30084	• Diversified
0284	Dole Packaged Foods 1 Dole Dr. Westlake Village, CA 91362	• Dole
0328	Don's Food Products 4461 Township Line Rd Schwenksville, PA 19473	• Don's Salad
0381	Duerson Foods 8922 102nd St. Pleasant Prairie, WI 53158	• Duerson Foods
0090	Eastside Entrees 20 Crossway Park N Suite 100 Woodbury, NY 11797	• East Side Entrees
0315	El Cid Mexican Food Products, Inc. 731 E Angeleno Ave Burbank, CA 91501	• El Cid Mexican
0359	El Pinto Foods 10500 4th Street Albuquerque, NM 87114	• El Pinto
0240	Escalon Premier Brands 1905 McHenry Ave Escalon, CA 95320	Click Here
0047	Ferrante Brothers/Nick's Sausage P. O Box 368 5226 Monroe Place Hyattsville, MD 20781	• Nick's Sausage
0338	Fishery Products International 18 Electronics Ave Danvers, MA 01923	• Ocean Cuisine

PRIME VENDOR KUWAIT/IRAQ/JORDAN – ATTACHMENT 6

NAPA Holders Listing

DRAFT

0169	Fontanini Italian Meats and Sausages 911 West 37th Place Chicago, IL 60609	Click Here
0364	Foodnet Branded Products 4101 Cox Road Suite 120 Glen Allen, VA 23060	<ul style="list-style-type: none"> • Foodnet Branded Products • Papa Felico • Domenic's of NY
0337	Freedom Coffee Company 4344 Alabama Highway 41 South Selma, AL 36701	<ul style="list-style-type: none"> • Freedom Coffee
0049	French's Foodservice 4343 E. Mustard Way Springfield, MO 65803	Click Here
0354	Fruitful Juice Products 822 Packer Way Sparks, NV 89431	<ul style="list-style-type: none"> • Fruitful Juice Products
0305	Furman Foods Inc. 770 Cannery Rd Northumberland, PA 17857	<ul style="list-style-type: none"> • Furmano's
0058	G & A Food Service 12200 32nd Court North St. Petersburg, FL 33716	Click Here
0307	Gardenburger 15615 Alton Pkwy Suite 350 Irvine, CA 92618	<ul style="list-style-type: none"> • Gardenburger
0011	General Mills Bakeries & Food Service Inc. #1 G.M. Blvd P.O. Box 1113 Minneapolis, MN 55440	Click Here
0210	GFF Inc. (Girard's Foodservice) 1520 E. Adams Blvd. Los Angeles, CA 90011	<ul style="list-style-type: none"> • Girard's
0379	Giorgio Foods 1161 Park Road Reading, PA 19605	<ul style="list-style-type: none"> • Giorgio
0346	Good Harbor Fillet Co 21 Great Republic Drive Gloucester, MA 01930	<ul style="list-style-type: none"> • Good Harbor Fillet • Midship
0299	Good Humor-Breyers Ice Cream P.O. Box 19007 Green Bay, WI 54307-9007	Click Here
0287	Grand Brand/True Lemon	<ul style="list-style-type: none"> • Grand Brand/True Lemon
0356	Grecian Delight Foods, Inc.	<ul style="list-style-type: none"> • Grecian Delight

PRIME VENDOR KUWAIT/IRAQ/JORDAN – ATTACHMENT 6

NAPA Holders Listing

DRAFT

	1201 Tonne Road Elk Grove Village, IL 60007	
0211	Hatfield Quality Meats 2700 Funks Rd. Hatfield, PA 19440	• Hatfield
0290	Hawaii Coffee Company, Inc. 1555 Kalani St Honolulu, HI 96817	• Royal Kona Coffee • Lion Coffee
0144	Hebrew National P.O. Box 709 Hudson, WI	• Hebrew National
0032	Heinz & Lea & Perrins, Inc. (merged) 1062 Progress Street Pittsburgh, PA 15212	Click Here
0018	Hillshire Farm & Kahn's 3241 Spring Grove Ave. Cincinnati, OH 45225	• Hillshire • Kahn
0248	Hope's Country Fresh Cookies 221 King Manor Drive King of Prussia, PA 19406	• Hope's Country Fresh Cookies
0233	Hormel Foods #1 Hormel Place Austin, MN 55912	Click Here
0355	Imperial Food Services, Inc. 740 Schneider Drive South Elgin, Illinois 60177	• Imperial Food • Betty's Kitchen
0340	Imperial Sales Company & Truitt Brothers, Inc. P. O. Box 966 Watsonville, CA 95077	• Imperial Sales • Mexi-Frost • Truitt Brothers • Saver Pak
0366	Independence Food Group 225 Donna Drive Plymouth Meeting, PA 19462	• Independence Food Group • A Esposito
0200	Insta-Cook, Inc. 5400 Opportunity Court Minnetonka, MN 55343	• Terry's Comfort Foods
0075	J & J Snack 6000 Central Highway Pennsauken, NJ 08109	Click Here
0034	J.M. Smuckers Co. 1 Strawberry Lane Orrville, OH 44667-0280	• Smuckers
0204	J.O.Y. Foods, Inc. 6940 Marvin D. Love Fwy. Dallas, TX 75237	Click Here

PRIME VENDOR KUWAIT/IRAQ/JORDAN – ATTACHMENT 6

NAPA Holders Listing

DRAFT

0175	J.T.M. Provisions Co 200 Sales Drive Harrison, OH 45030	• J.T.M. Food Group
0384	Jack Link's Beef Jerky 1 Snack Food Lane Minong, WI 54859	• Jack Link's
0371	Jean-Batiste Foods 920 W. Pinhook Suite 240 Lafayette, LA 70503	• Jean-Batiste Foods • Barras
0375	Jennie-O Turkey 205 Willmar Ave Willmar, MN 56201	• Jennie-O
0003	Jimmy Dean & Bryan Foods 8000 Centerview Pkwy Suite 400 Cordova, TN 38018	• Jimmy Dean • Rudy's Farm
0285	Johnsonville Sausage P.O. Box 906 Sheboygan Falls, WI 53085	• Johnsonville
0002	Kellogg Sales Company One Kellogg Square P.O. Box 3599 Battle Creek, MI 49016-3599	Click Here
0122	Ken's Foods Inc. 501 Silverside Road Wilmington, DE 19809	• Ken's
0391	Kerry Food & Beverage 100 East Grand Ave Beloit, WI 53511	• Kerry Food • Golden Dipt
0297	Kikkoman International 50 California St Suite 3600 San Francisco, CA 94111	• Kikkoman
0283	King & Prince Seafood Corp. 1 King & Prince Blvd Brunswick, GA 31521	• King & Prince • KP Custom
0276	Kings Delight 2063 Memorial Park Rd Gainesville, GA 30504	• Kings Delight • Premium Gold • King Zing
0294	Klement's Foodservice 207 E Lincoln Ave Milwaukee, WI 53207	• Klement's
0318	Koch Foods, Inc. 4404 West Berteau	• Koch Foods

PRIME VENDOR KUWAIT/IRAQ/JORDAN – ATTACHMENT 6

NAPA Holders Listing

DRAFT

	Chicago, IL 60641	
0001	Kraft, Nabisco, & VeryFine (merged) One Kraft Court Glenview, IL 60025	Click Here
0113	Kronos Products, Inc. 4501 West District Blvd. Chicago, IL 60632	• Kronos
0215	Kunzler & Company 652 Manor Street Lancaster, PA 17604	• Kunzler
0109	Lamb-Weston, Inc. 8701 West Gage Blvd. P.O. Box 1900 Tri Cities, WA 99302	Click Here
0045	Land O' Lakes P.O. Box 64101 St. Paul, MN 55164-0101	Click Here
0254	Larsen Farms 2379 E 2300 N Hamer, ID 83425	• Larsen Farms • Idaho's
0154	Lemon X 168 Railroad St P.O. Box 20800 Huntington Station, NY 11746	Click Here
0385	Little Lady Foods 2323 Pratt Blvd. Elk Grove Village, IL 60007	• Little Lady Foods • Primerro
0342	Love & Quiches Desserts 178 Hanse Avenue Freeport, NY 11520	• Love & Quiches
0056	Lyons Magnus 1636 South Second Street Fresno, CA 93702	Click Here
0020	M&M Mars Uncle Ben's Foodservice 800 High Street Hackettstown, NJ 07840	Click Here
0368	M.C.I. Foods 12835 Atlantic Ave. Compton, CA 90221	• Foodnet Branded Products • Papa Felico • Domenic's of NY
0392	Magic Seasoning Blends 720 Distributor Row Harahan, LA 70123	• Magic Seasoning • Chef Paul
0372	Major Products, Co.	• Major Products

PRIME VENDOR KUWAIT/IRAQ/JORDAN – ATTACHMENT 6

NAPA Holders Listing

DRAFT

	66 Industrial Ave Little Ferry, NJ 07643	
0228	Malt-O-Meal P.O. Box 631 Northfield, MN 55057	• Malt-O-Meal
0161	Martha Olson's P.O. Box 66 Sutter Creek, CA 95685	• Martha Olson
0396	Mc Greevy's Mid West Meat Co. 230 N. West St Wichita, KS 67203-1203	• Mc Greevy's Mid West
0043	McCain 2905 Butterfield Road Oakbrook, IL 60520-1106	Click Here
0038	McCormick & Company Food Service Division B 226 Schilling Circle Hunt Valley, MD 21031	Click Here
0014	McIlhenny Inc. 601 Poydras St. Suite 1815 New Orleans, LA 70130	• McIlhenny Hot Sauce
0184	Michael Angelo's Italian Gourmet 200 Michael Angelo Way Austin, TX 78728	• Michael Angelo's
0057	Michael Foods, Inc. Northern Star Co. 3171 5th Street South East Minneapolis, MN 55414-3374	Click Here
0387	Michael's Cookies 10635 Scripps Ranch Blvd. Suite D San Diego, CA 92131	• Michael's Cookie
0227	Military Food & Beverage Specialists 6885 Beach Drive, SW Ocean Isle Beach, NC 28469	• General's Best • General's Sport Ice
0406	MNM Foods Inc. P. O. Box 471077 Forth Worth, TX 76116	• MNM Foods
0389	Montana's Pioneer Products 100 N. 27th St Suite 750 Billings, MT 59101	• Montana's Pioneer
0268	Monterey Mushrooms, Inc. 2 Hazel St	• Monterey Mushrooms

PRIME VENDOR KUWAIT/IRAQ/JORDAN – ATTACHMENT 6

NAPA Holders Listing

DRAFT

	P.O. Box 250 Bonne Terre, MO 63628-0250	<ul style="list-style-type: none"> • Red Label • Silver Label • Green Label
0230	Mott's Inc. 6 High Ridge Office Park Stamford, CT 06905	<ul style="list-style-type: none"> • Mott's • Holland House • Hawaiian Punch
0126	Mrs. T's Pierogies 600 East Center St P.O. Box 606 Shenandoah, PA 17976-0606	<ul style="list-style-type: none"> • Mrs. T's
0401	Nana Services, LLC 1010 S. 336th Street Suite 205 Federal Way, WA 98003	<ul style="list-style-type: none"> • Nana Services
0360	Nardone Bros Baking Co. 420 New Commerce Blvd Wilkes Barre, PA 18706	<ul style="list-style-type: none"> • Nardone Bros
0374	National Steak & Poultry 301 East Fifth Avenue Owasso, OK 45879	<ul style="list-style-type: none"> • National Steak & Poultry And Steakhouse
0308	Needham Inc. 1204 Jones St Omaha, NE 68102	<ul style="list-style-type: none"> • Needham
0015	Nestle Brands Foodservice Co. & Chef America (merged) 607 William Street Suite 205 Fredericksburg, VA 22405	Click Here
0395	Nestle/Powerbar 800 North Brand Blvd Glendale, CA 90505	<ul style="list-style-type: none"> • Nestle • Powerbar
0344	N'Genuity 15333 North Pima Road Suite 120 Scottsdale, AZ 85260	<ul style="list-style-type: none"> • N'Genuity • Bo Jackson Signature Foods
0302	Nicolet Forest Bottling/Water Concepts 39 S Barrington Rd South Barrington, IL 60010	<ul style="list-style-type: none"> • Water Joe
0326	Nish	<ul style="list-style-type: none"> • Nish
0399	Nong Shim America, Inc. 12155 Sixth Street Rancho Cucamonga, CA 91730	<ul style="list-style-type: none"> • Nong Shim Foods
0332	Northwest Packing Co. 1701 West 16th St Vancouver, WA 98660	<ul style="list-style-type: none"> • Northwest Packing • Old California

PRIME VENDOR KUWAIT/IRAQ/JORDAN – ATTACHMENT 6

NAPA Holders Listing

DRAFT

		• Oregon Trail
0405	NuChoice Foods, Inc. 4553 South Westmoreland Road Dallas, TX 75237	• Nu Choice
0334	Nutriom, LLC 3145 Hogum Bay Road, NE Lacey, WA 98516	• Nutriom • Ova Easy
0300	Ocean Direct 12624 Daphne Ave Hawthorne, CA 90250	• Ocean Direct • Channel Marker
0139	Ocean Spray 1001 Warrenville Rd #100 Lisle, IL 60532	• Ocean Spray
0333	Ochoa Foods 910 W Main St Suite 248 Boise, ID 83702	• Ochoa Foods • Quincy Platinum
0349	Odyssey 150 Nickerson St Suite 300 Seattle, WA 98109-1634	• Odyssey Seafood • Treasures from the Sea
0325	Ole' Mexican Foods, Inc. 6585 Crescent Drive Norcross, GA 30071	• Ole Mexican Foods • La Banderita • Verole
0390	Omni Custom Meats, Inc. 151 Vanderbilt Court Bowling Green, KY 42103	• Omni Custom Meats
0331	Oscar Robertson Foods 1 Greentree Center Marlton, NJ 08053	• Oscar Robertson • Signature Products
0029	Otis Spunkmeyer & Chippery (merged) 14490 Catalina Street San Leandro, CA 94577-5516	• Otis Spunkmeyer • Chippery
0107	Par-Way/Tryson Co. 107 Bolte Lane St. Clair, MO 63077	• Vegalene • Bak-Klene
0255	Pepe's Incorporated 1325 W 15th St Chicago, IL 60608	• Pepe's
0070	Pepsico Foodservice & Vending 321 N. Clark Street Chicago, IL 60610	Click Here
0060	Perdue Farms, Inc. P.O. Box 1537	• Perdue Brands

PRIME VENDOR KUWAIT/IRAQ/JORDAN – ATTACHMENT 6

NAPA Holders Listing

DRAFT

	Salisbury, MD 21802-1537	
0112	Pierre Foods 9990 Princeton Road Cincinnati, OH 45246	• Pierre Foods
0096	Pilgrims Pride & Con Agra Poultry (merged) P.O. Box 7275 Broadway, VA 22815	Click Here
0048	Pinnacle Foods 1000 St Louis Union Station Suite 400 St Louis, MO 63103	Click Here
0063	Portion Pac, Inc. 7325 Snider Road Mason, OH 45040	Click Here
0108	Precision Foods, Inc. 11457 Olde Cabin Road St. Louis, MO 63141	Click Here
0341	Premium Protein Products 4611 West Adams Lincoln, NE 68524	• Premium Protein Products
0313	Premium Quality Foods 1903A N Broadway Red Oak, IA 51566	• Premium Quality • Red Oak Farms
0383	Premium Standard Farms 805 Pennsylvania Ave Kansas City, MO 64105	• Premium Standard Farms
0261	Quantum Culinary, LLC 750 South Schmidt Rd Bolingbrook, IL 60440	• Quantum Culinary • Simply Gourmet
0179	Quantum Foods 750 South Schmidt Road Bolingbrook, IL 60440	• Quantum Foods
0216	Ralcorp Frozen Bakery 999 Oakmont Plaza Drive West Mont, IL 60559	• Bakery Chef • Krusteaz
0386	Randolph Packing Company 275 Roma Jean Parkway Streamwood, IL 60107	• Randolph Packing Co
0252	Rastelli Fine Food 300 Heron Drive Swedesboro NJ 08085	• Rastelli Fine Food
0274	RDV Ventures, Inc. P.O. Box 7 Watkinsville, GA 30677	• RDV Ventures • Ramblin Rostr

PRIME VENDOR KUWAIT/IRAQ/JORDAN – ATTACHMENT 6

NAPA Holders Listing

DRAFT

0159	Reily Foods Company 3434 Mynatt Ave. Knoxville, TN 37919	Click Here
0363	Ribs on Wheels, Incorp. 626 May Street Jacksonville, FL 32204	• Ribs on Wheels
0191	Richmond Peak Quality 2920 Regatta Blvd Richmond, CA 94804-0013	Click Here
0262	Rich's Food Service Division 1 Robert Rich Way Buffalo, NY 14240	• Rich Products • Bahama Blast • Byron's
0142	Rich-Sea Pak Group 127 Airport Rd St Simons Island, GA 31522-0270	Click Here
0077	Rose Packing Co. 65 South Barrington Road Barrington, IL 60010	Click Here
0324	Rotella's Italian Bakery, Inc. 6949 South 108th St La Vista, NE 68128	• Rotella's
0259	Ruiz Food Products, Inc. 501 South Alta Drive Dinuba, CA 93618	• Ruiz
0369	RWI Resources P.O. Box 72800 Marietta, GA 30007	• RWI • Vital Fruit • Riptide
0214	S & K Industries, Inc./Abuelita Mexican Foods Products 9209 Enterprise Court Manassas Park, VA 20111	• Abuelita
0289	S&D Coffee, Inc 300 Concord Parkway South Concord, NC 28027	• S&D Coffee • American Select
0104	Samband of Iceland 190 Enterprise Drive Newport News, VA 23603	• Iceland • Seaside
0022	Sara Lee Bakery 900 N. North Branch St Chicago, IL 60622	• Sara Lee Bakery • Bistro Collection • Chef Pierre • Oven Fresh • Turano Old World Bakers
0234	Sara Lee Dressing & Sauces 1325 Chase Avenue Elk Grove Village, IL 60007	• Superior • Bonne Chere

PRIME VENDOR KUWAIT/IRAQ/JORDAN – ATTACHMENT 6

NAPA Holders Listing

DRAFT

0004	Sara Lee Refrigerated Foods 900 N North Branch St Chicago, IL 60622	<ul style="list-style-type: none"> • Sara Lee Carvers Collection • Briar Street • Ball Park Franks • Springbrook Farms
0403	Schreiber Foods, Inc. 425 Pine St. Green Bay Wisconsin 54307-19010	<ul style="list-style-type: none"> • Schrieber and Raskas
0006	Schwan's Food Service Company 115 West College Drive Marshall, MN 56258	Click Here
0288	Shasta Sales Incorporated 1343 Garner Lane Suite 205 Columbia, SC 29210	<ul style="list-style-type: none"> • Shasta • Everfresh
0007	Simplot 6360 South Federal Way P. O. Box 9386 Boise, ID 83707	<ul style="list-style-type: none"> • Simplot
0055	Simply Fresh Fruit 472 Ridge Meade Dr Lewisville, TX 75067	<ul style="list-style-type: none"> • Simply Fresh Fruit
0348	Six Points, Inc. 1227 Lincoln Mall Lincoln, NE 68508	<ul style="list-style-type: none"> • Six Points
0025	Smithfield Foods Corp & Farmland Foods (merged) 805 East Kemper Road Cincinnati, OH 45246	Click Here
0270	Snyder's of Hanover 1250 York St Hanover, Pennsylvania 17331	<ul style="list-style-type: none"> • Snyder's of Hanover
0281	SouthStream Seafoods, Inc. P.O. Box 6010 Warwick, RI 02887	<ul style="list-style-type: none"> • SouthStream Seafoods • Frostmark
0376	Spartanburg Meat Processing Co. Inc. 3003 N. Blackstock P.O. Box 170069 Spartanburg, SC 29301	<ul style="list-style-type: none"> • Spartanburg
0295	Starbucks Coffee 2401 Utah Ave South MS 5-BA8 Seattle, WA 98134	<ul style="list-style-type: none"> • Starbucks
0238	State Fair Foods, Inc. 3900 Meacham Blvd Haltom City, TX 76117	<ul style="list-style-type: none"> • State Fair Foods

PRIME VENDOR KUWAIT/IRAQ/JORDAN – ATTACHMENT 6

NAPA Holders Listing

DRAFT

0393	Steuben Foods, Inc. 155-04 Liberty Ave Jamaica, NY 11433	<ul style="list-style-type: none"> • Steuben Foods • Whitney's Foods
0105	Sugar Foods Corp. P.O. Box 548 Broomall, PA 19008	<ul style="list-style-type: none"> • Sweet-Low
0320	Sun Rayz Products, Inc. 334 S Hyde Park Avenue Tampa, FL 33606	<ul style="list-style-type: none"> • Sun Rayz
0345	Sunrise Foods, Inc. 3120 Vallyview Drive Columbus, OH 43204	<ul style="list-style-type: none"> • Sunrise Foods
0218	Super Bakery, Inc. 5700 Corporate Dr Suite 455 Pittsburgh, PA 15237	<ul style="list-style-type: none"> • Super Bakery
0398	Supherb Farms 300 Diane Dr Turlock, CA 95381	<ul style="list-style-type: none"> • Supherb Farms
0311	Sweet Productions Limited 5100 New Horizons Blvd Amityville, NY 11701	<ul style="list-style-type: none"> • Hooah Bar
0253	Sweet Streets Desserts, Inc. 722 Hiesters Lane Reading, PA 19605	Click Here
0378	T.W. Garner Food Company P.O. Box 4329 Winston-Salem, NC 27115-4329	<ul style="list-style-type: none"> • T.W. Garner • Texas Pete
0239	Tampa Maid Foods, Inc. 1600 Kathleen Road Lakeland, FL 33805	<ul style="list-style-type: none"> • Tampa Maid
0316	The Carriage House Companies 59 Pebble Hill Rd Fairport, NY 14450	<ul style="list-style-type: none"> • The Carriage House
0181	The Citrus Group, Inc 5321 Cleveland St, Suite 205 Virginia Beach, VA 23462	<ul style="list-style-type: none"> • The Citrus Group • Main Squeeze Juice
0102	The Minute Maid Co. P.O. Drawer 1734 Atlanta, GA 30301	Click Here
0358	The Pizza Company 400 Gerona Ave Miami, FL 33146	<ul style="list-style-type: none"> • The Pizza Co.
0361	The Wornick Company 10825 Kenwood Road	<ul style="list-style-type: none"> • The Wornick Company

PRIME VENDOR KUWAIT/IRAQ/JORDAN – ATTACHMENT 6

NAPA Holders Listing

DRAFT

	Cincinnati, OH 45242	• A La Smart
0036	Tones Brothers, Inc. 2301 SE Tones Drive Ankery, IA 50021-8888	Click Here
0357	Tony Dorsett Food Products, Inc. 450 Clay Ave Piscataway, NJ 08854-1413	• Tony Dorsett
0178	Total Ultimate Foods Inc. 683 Manor Park Dr Columbus, OH 43228	Click Here
0100	Trident Seafoods Corp. 5202 Shilshole Ave. NW Seattle, WA 98107	Click Here
0013	Tyson Foods, Inc. P.O. Box 2020 Springdale, AZ 72765-2020	• Tyson • Holly Farms • Weaver • Lady Aster
0095	Unilever Best Foods 2200 Cabot Drive Lisle, IL 60532	Click Here
0362	Valley Foods Incorp. 335 E Boardman Street Youngstown, OH 44503	• Valley Foods
0197	Vanee Foods Company 5418 McDermott Dr. Berkeley, IL 60163	• Vanee Foods
0231	Victoria Packing Corp 43 East 100 St Brooklyn, NY 11236	• Victoria Packing
0245	Viking Seafoods, Inc. 50 Crystal Street Malden, MA 02148	• Viking Seafoods
0042	Vitality Foodservice, Inc. 400 N Tampa St Suite 1700 Tampa, FL 33602	Click Here
0277	W M Leahy/Carbotrol 2900 Shermer Rd Northbrook, IL 60062	• Leahy • IFP • Carbotrol
0314	Wanchese Fish Co. 2000 Northgate Commerce Pkwy Suffolk, VA 23435	• Wanchese Fish Co
0319	Welch's 1 Tara Dr Suite 302	• Welch's

PRIME VENDOR KUWAIT/IRAQ/JORDAN – ATTACHMENT 6

NAPA Holders Listing

DRAFT

	Nashua, NJ 03062-2809	
0373	Werling & Sons 7909 Broughton Pike Paulding, OH 45879	• ADJR
0351	Westminster 207 Randbury Road Rutland, VT 05701	• Westminster Cracker
0377	Whole Harvest 376 Westpack Drive Warsaw, NC 28398	• Whole Harvest • Smart Fry
0187	Windsor Foods Company & Speciality Brand 3355 West Alabama #730 Houston, TX 77098	Click Here
0232	Yo Cream 5858 NE 87th Ave Portland, OK 97220	• Yo Cream
0124	Zartic, Inc. 438 Lavender Drive Rome, GA 30165	• Zartic

SPM300-08-R-0061

PRIME VENDOR KUWAIT/IRAQ/JORDAN – ATTACHMENT 7

STORES EDI Information & 810 Transaction Set

DRAFT

**ATTACHMENT 7
STARTS ON THE
FOLLOWING PAGE**

PART A

EDI Implementation Guidelines for Subsistence Prime Vendor (STORES)

May 1, 1998

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1.1 CONTACTS

1.2 EDI - HOW IT WORKS

1.3 PARTIES INVOLVED

1.4 TRANSACTION SETS

1.5 SOFTWARE

1.6 NETWORKS.....

1.7 STANDARDS

SECTION 2.0 TRADING PARTNER SETUP

2.1 LEGAL.....

2.2 PHASE I - SAMPLE TEST FILE

SECTION 3.0 PRODUCTION PROCEDURES

3.1 OUTGOING TRANSMISSION SCHEDULE.....

3.2 VERIFICATION OF TRANSMISSION

3.3 PROBLEM RECOVERY DURING PRODUCTION

SECTION 4.0 EDI TRANSACTION SETS.....

4.1 832 CATALOG (VENDOR TO DSCP)

4.2 850 PURCHASE ORDER (CUSTOMER TO VENDOR)

4.3 861 RECEIPT.....

PART B

810 Transaction Set Version 3050

Electronic Invoice

Revised 7/30/98

DRAFT**Section 1.0 General Information****1.1 Contacts**

Contact For	Name	Phone Number
DSCP System (STORES)	Tom Tarpey	(215) 737-4507
EDI Information	DoD Elec Comm Info Ctr	(800) 334-3414
EDI Information	Elec Comm Regional Ctr	http://www.saecrc.org
EDI Technical Support	Don Holmes	(215) 737-7317
Network Technical Support	DAASC – Paul McGhee	(937) 656-3805
DAASC Technical Support	Hotline Desk	(513) 296-5914
Prime Vendor Coordination	Keith Ford	(215) 737-2903
STORES Technical Support	STORES Help Desk	(800) 729-7869

1.2 EDI - How It Works

Orders are generated on a regular basis by the customer's requisition systems or keyed in by the customer and sent electronically to the vendor. The order data is passed through EDI translation software where it is converted into a standard structured format and a file is generated for the vendor. The system which performs this translation and transmission from the military customer's ordering point is the Subsistence Total Ordering and Receipting Electronic System (STORES).

Purchase orders are transmitted electronically to a network on a daily basis. The customer may order more than once a day. The network processes the files into the vendor's mailbox where the orders are held awaiting pick-up by the vendor. Replies are sent to the network by vendors to acknowledge that the transmission was received. These acknowledgments are picked up later by each customer's system. Each party communicates with the network which greatly simplifies the process.

When the network delivery to the vendor is complete, optimal use of the data by the vendor will be achieved when the vendor converts the purchase order data from the standard transmission format into their own internal format. Vendor processing can then occur without having to key the purchase order data.

Vendors provide initial and updated catalog item and price data via EDI. This data is transmitted to the Defense Personnel Support Center (DSCP) and not directly to the customer.

1.3 Parties Involved

There are approximately 220 military bases participating CONUS-wide with an approximate total of 500 purchasing locations. There will be an estimated 50 military bases participating in the European Theater with approximately 50 ordering locations. The central coordination for all activity is DSCP located in Philadelphia, PA. DSCP also has a support office in Europe, designated DSCP-E, which will play a role in Prime Vendor Europe.

Orders to be sent via EDI are determined by the customer's purchasing locations at the military base. These locations can be a dining facility, warehouse, depot, hospital, ship, child care center, or other facility. The purchasing locations are determined by the needs of the customer.

It is assumed that the participating vendor will handle via one EDI communication point all customer orders for any location within the contract geographical area. Other vendor or distributor's participation levels may be negotiable, and should be discussed with the DSCP EDI Coordinator.

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1.4 Transaction Sets

When the customer sends the 850 Purchase Order to the vendor, a summary transaction is also sent to DSCP via EDI. This summary transaction contains only a total purchase order dollar amount and number of food items ordered. When the customer receives the goods ordered, quantities received are recorded using the STORES system. Once the receipts are approved and released, the 861 Receipt transaction set is used to send the details to DSCP. Vendors may receive copies of the 861 Receipt if desired.

Customers will not issue order cancellations via EDI. Vendors will not directly notify the customer of price changes, term changes, or deletions. The vendor sends this information via EDI to DSCP via the 832 Catalog transaction set. Once the appropriate updates are completed on the STORES MIS catalog, DSCP will send the 832 transaction set to all customers with the updated catalog information.

The EDI transaction sets are described in detail in later sections of this guideline. Vendors must be able to support the 850 Purchase Order, 832 Catalog, 997 Functional Acknowledgment, and, if desired, the 861 Receipt.

1.5 Software

All DSCP customers will be using the same EDI software and network to transmit orders. A standard system will be installed at all the participating military bases. Standard procedures have been implemented to ensure the distributed operations can be controlled and maintained from the central site in Philadelphia.

The vendor may select any software that supports the transaction sets currently traded and any sets that may be traded in the future.

1.6 Networks

Networks are used as a clearinghouse for all transmissions. Sending and receiving parties may work independently of each other by letting the network handle problems such as storage, communication incompatibilities, scheduling and retransmission.

DSCP pays the network charges for delivery of the customer's documents to the network.

The vendor will pay the charges for delivery of the customer's documents from the network to the vendor's system. Vendors may access the network by various means. Access may be via dial-up modem or via an Internet utility.

Various means of carrying data among the customers, vendors, and DSCP are being considered at this point. Toll-free 1-800 lines will not be used overseas. Vendors will need to rely on other means of accessing STORES. One of the most likely scenarios uses the Internet to pass and receive transactions. This may require that the vendor use an Internet service provider to access STORES.

1.7 Standards

DSCP subscribes to the American National Standards Institute (ANSI) X12 standards. The version supported in the purchase order transaction set is Version 3 Release 4 Subrelease 2. Version 3060 may also be supported in future releases of STORES. ANSI X12 documentation may be obtained from:

EDI Support Services, Inc.
PO Box 203
Chardon, Ohio 44024
1-800-334-4912

Once a new version of standards has been adopted and documented, DSCP will evaluate the changes to determine the impact to the system. DSCP will progress to a new version of the standards as needs justify.

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In such instances, the old version of the standards will continue to be supported as long as seems practical and necessary.

When it is necessary to convert to a new version of standards, DSCP will contact all trading partners and will furnish the date when DSCP will be prepared to transmit and receive messages in the new format. Appropriate document layouts will also be furnished. Arrangements can be made through the DSCP EDI Coordinator to conduct a test transmission using the new version of standards.

Section 2.0 Trading Partner Setup

2.1 *Legal*

Before DSCP customers can progress from test to production mode with the purchase order transaction, an Electronic Purchase Agreement (EPA) should be ratified. An EPA is a contract between the vendor and DSCP to send and receive documents electronically and in no way interferes with the contract, general purchase agreement or Purchase order terms.

2.2 *Phase I - Sample Test File*

During the Sample Test Phase generic purchase orders will be sent to vendors to ensure capability of receiving the customer's orders. Similarly, catalog files will be sent from the vendor to DSCP to test catalog transmission. Verbal notification is given to indicate successful sends and receives.

Section 3.0 Production Procedures

3.1 *Outgoing Transmission Schedule*

Currently, DSCP customers will only be transmitting outbound 850 purchase orders. Vendors will respond to 850 purchase orders with a 997 functional acknowledgment. Vendors will also send 832 Catalog transaction sets to DSCP. Additional transaction sets may be implemented at a future date. At that time the DSCP EDI coordinator will notify the customer and vendor with the appropriate information. DSCP customers and vendors have access to the network at any time. There is a scheduled batch process at DSCP which begins at 6:00 p.m. EST/EDT each day. Transactions received in Philadelphia, PA after that time will not be processed until the next day. Network overhead should be taken into account; allow 15 to 60 minutes depending on network traffic.

3.2 *Verification of Transmission*

DSCP customers expect the vendor to send a Functional Acknowledgment upon receiving an order transmission. Most systems can be programmed to send these automatically.

3.3 *Problem Recovery During Production*

During test mode, transmission problems are generally not recovered. After moving into production mode, delays, omissions, duplicates or any other type of error have to be addressed promptly. In the unlikely event that a delay lasts three days or longer, the DSCP customer will contact the vendor concerning the need to transmit hardcopy orders.

If the Interchange Control Number (ISA13 element) is received more than once, the vendor should not process the duplicate transmission. Although the DSCP standard software has the constraints to prevent sending out duplicate purchase orders, the vendor may still need to consider making a software check for purchase order numbers that may be inadvertently sent more than once.

It is DSCP's intent to successfully deliver data to the network for each vendor on each scheduled day. If the customer is unable to accomplish this by the agreed upon time, the customer will attempt to complete the delivery by no later than the next scheduled transmission. If the customer is reasonably confident of resolving the problem within that 24 hour period, there is no need to contact the receiving party.

If communications with the network fail due to a problem which is not corrected by the next scheduled transmission, the party experiencing the problem should evaluate the situation as soon as possible and discuss it with the other party. If a hardware or software problem appears to be of a magnitude to extend for more than three scheduled transmissions, an alternative means of communication may need to be chosen. Such situations will have to be evaluated on an individual basis to determine the proper

corrective action. If it is necessary to start conventional communications again, both parties should reestablish EDI as soon as possible for all subsequent messages.

The DSCP STORES Help Desk or DSCP Account Manager should be promptly contacted with operational concerns related to purchase order transactions.

DRAFT**Section 4.0 EDI Transaction Sets****4.1 832 Catalog (Vendor to DSCP)**

The 832 Catalog uses the standard EDI transaction set for the 832 Price/Sales Catalog. All food ordering sites will receive the 832 Catalog weekly. DSCP prepares and sends the catalog update information on Sunday night. DSCP customers will retrieve the new catalog on the following Monday morning. This 832 transaction set is referred to as the 832 Catalog (DSCP to Customers).

Once the vendor processes catalog updates, the vendor produces the cross reference details. This information is sent to DSCP via the 832 transaction set. This transaction set is referred to as the 832 Catalog (Vendor to DSCP) and is described below.

<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>
ST Transaction Set Header	ST01	“832”	
	ST02	n/a	
BCT Beginning Segment for Price/sales Catalog	BCT01	“PC” - price catalog	
	BCT02	contract-number	13 AN
DTM Date/Time Reference	DTM01	“152” - effective date of change	
	DTM02	update-date	Date
	DTM03	update-time (HHMMSS)	Time
LIN Item Identification	LIN01	line-number	4 UI
	LIN02	“SW” - stock number	
	LIN03	stock-number	13 AN
	LIN04	“VP” - vendor part	
	LIN05	part-number	25 AN
	LIN06	“ZZ” - mutually defined to indicate the type of change	
	LIN07	update-indicator	1 AN
	LIN08	“ZZ” - mutually defined to indicate economic indicator	
	LIN09	economic indicator	2 AN
PID Product/Item Description	PID01	“F” - free form	
	PID02	“GEN” - general	
	PID03	n/a	
	PID04	n/a	
	PID05	DSCP item-description	80 AN
P04 Item Physical	PO401	units-per-purchase-pack	4 UI

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STORES EDI Information & 810 Transaction Set

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<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>
Detail	PO402	package-size	8 explicit decimal 2 “12345.78”
	PO403	package-unit-of-measure	2 AN
	PO404	packaging-code	5 AN
ITD Terms of Sale	ITD01	“16” - Prompt Payment Act	
	ITD02	n/a	
	ITD03	n/a	
	ITD04	n/a	
	ITD05	n/a	
	ITD06	n/a	
	ITD07	n/a	
	ITD08	n/a	
	ITD09	n/a	
	ITD10	n/a	
	ITD11	n/a	
	ITD12	Brand Name	40 AN
CTP Pricing Information	CTP01	n/a	
	CTP02	“STA” - standard price	
	CTP03	vendor-price	10 explicit decimal 2
	CTP04	n/a	
	CTP05	unit-of-measure	2 AN
	CTP06	“SEL” Price Multiplier Qualifier	3
	CTP07	ratio-numerator	4 UI
	CTP08	ratio-denominator	4 UI
CTT Transaction Totals	CTT01	total number of line items	4 UI
SE Transaction Set Trailer	SE01	number of included segments	
	SE02	transaction set control number	

DRAFT**4.2 850 Purchase Order (Customer to Vendor)**

All food ordering sites will use the 850 Purchase Order. Once the order is approved and released from the STORES system, the user will send the 850 to the vendor. Orders may be sent any number of times during the day. Once an order is received by the vendor, the vendor will send the 997 Functional Acknowledgment back to the customer. This will confirm that the order was successfully received by the vendor.

Segment	Element	Value	Size
ST Transaction Set Header	ST01	“850”	
	ST02	n/a	
BEG Beginning Segment for Purchase Order	BEG01	“00” - original	
	BEG02	“NE” - new order	
	BEG03	purchase-order-number	14 AN
	BEG04	contract -order-number	4 AN
	BEG05	contract-order-date	date
	BEG06	contract-number	13 AN
DTM Date/Time Reference	DTM01	“002” delivery requested	
	DTM02	required-delivery-date	6 AN
N1 Name	N101	“ST” ship to	
	N102	n/a	
	N103	“10” - Department of Defense Activity Address Code (DoDAAC)	2 AN
	N104	ship-to-dodaac	6 AN
N2 Additional Name Information	N201	ship-to-facility name or number	35 AN
	N202	ship-to-building name or number	35 AN
N3 Address Information	N301	ship-to-address-1	35 AN
	N302	ship-to-address-2	35 AN
N4 Geographic Location	N401	ship-to-city	25 AN
	N402	ship-to-state	2 AN
	N403	ship-to-zip	9 UI
PO1 Baseline Item	PO101	line-item-number	4 UI
	PO102	quantity	5 UI
	PO103	unit-of-measure	2 AN
	PO104	vendor-selling-price	10 explicit decimal 2 “1234567.90”
	PO105	n/a	
	PO106	“VP” - vendor part	

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Segment	Element	Value	Size
	PO107	vendor-part-number	25 AN
	PO108	“SW” - stock-number	15 AN
	PO109	stock-number	15 AN
	PO110	“ZZ” - mutually defined	
	PO111	FIC	3 AN
PID Production/Item Description	PID01	“F” - free form	
	PID02	n/a	
	PID03	n/a	
	PID04	n/a	
	PID05	DSCP item-description	80 AN
CTT Transaction Totals	CTT01	line-item-number	4 UI
	CTT02	total-purchase-order-dollar	12 explicit decimal 2
	SE01	number of included segments	
	SE02	transaction set control number	

4.3 861 Receipt

The 861 Receipt uses the standard EDI transaction set for the 861 Receipt Advice. At each food ordering location, once the goods have been received, the user records the quantity received, approves and releases the receipts to DSCP. This information is formatted in the 861 transaction set. Each 850 Purchase Order will have a matching 861 Receipt. All 861 Receipts will be sent from the customer to DSCP to be forwarded to DSCP’s DISMS system for vendor payment. In addition, the Prime Vendor may request to receive a copy of the 861 Receipt.

Segment	Element	Value	Size
ST Transaction Set Header	ST01	“861”	3 ID
	ST02	n/a	
BRA Beginning Segment for Receiving Advice	BRA01	P.O. number	14 AN
	BRA02	date received (YYMMDD)	6 DT
	BRA03	“00”	2 ID
	BRA04	“1”	1 ID
REF Reference Numbers	REF01	“1I”=order num “CT”=contract num	2 ID
	REF02	either order num or contract num	1-30 AN

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<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>
DTM Date and Time Reference	DTM01	“002”	3 ID
	DTM02	required delivery date (RDD) (YYMMDD)	6 DT
N1 Name	N101	“ST”	2 ID
	N102	ship-to DODAAC	1-35 AN
	N103	“10”	2 ID
	N104	supplemental DODAAC	2-17 AN
RCD Receiving Conditions	RCD01	CLIN	1-11 AN
	RCD02	quantity received	1-9 R
	RCD03	“ZZ”	2 ID
	RCD04	STORES software version	1-9 R
	RCD05	“ZZ”	2 ID
	RCD06	quantity ordered	1-9 R
	RCD07	“ZZ”	2 ID
	RCD08	vendor price	1-9 R
LIN Item Identification	LIN01	CLIN	1-11 AN
	LIN02	“A4”	2 ID
	LIN03	DSCP stock number	1-30 AN
REF Reference Numbers - to identify Document Number, Signal and Fund Codes	REF01	“ZZ” = document number “T4” = signal code “FU” = fund code	2 ID
	REF02	either document number, signal code, or fund code	1-30 AN
	REF03	n/a	
CTT Transaction Totals	CTT01	number of line items	1-6 NO
	CTT02	total dollar value	1-10 R
SE Transaction Set Trailer	SE01	number of included segments	1-10 NO
	SE02	transaction set control number	4-9 AN

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PRIME VENDOR KUWAIT/IRAQ/JORDAN – ATTACHMENT 7
STORES EDI Information & 810 Transaction Set

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PART B



810 Transaction Set
Version 3050 Electronic Invoice
REVISED
7/30/98

DRAFT**810 INVOICE VERSION 3050 FUNCTION GROUP=IN**

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

Prime Vendor(s) NOTE: Certain data segments will require data transmitted as it appears on the Purchase Order. **Reference page 1A.**

TABLE 1			
<u>POS NO</u>	<u>SEG ID</u>	<u>DESCRIPTION</u>	<u>REQ</u>
010	ST	Transaction Set Header	M
020	BIG	Beginning Segment for Invoice	M
<u>Loop I.D. – N1</u>			
070	N1	Name	O (M for DSCP)
110	REF	Reference Number	O (M for DSCP)
130	ITD	Terms of Sale	O
140	DTM	Date/Time Reference	O (M for DSCP)
<u>TABLE 2</u>			
010	IT1	<u>Loop I.D. – IT1</u> Baseline Item Data (Invoice)	O (M for DSCP)
<u>TABLE 3</u>			
010	TDS	Total Monetary Value Summary	M
<u>Loop I.D. - SAC</u>			
040	SAC	Service, Charge Information	O
<u>Loop I.D. – ISS</u>			
070	CTT	Transaction Totals	O (M for DSCP)
080	SE	Transaction Set Trailer	M

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1A

SEG ID ST Transaction Set Header
 POS NO 010
 REQ DES Mandatory
 MAX USE 1

PURPOSE Indicates the start of transaction set and to assign a control number

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
ST01	143	Transaction Set Identifier Code Code uniquely identifying a Transaction set. 810 X12.2 Invoice	M/Z	ID	3/3
ST02	329	Transaction Set Control Number Identifying control number that must be unique within the Transaction set functional group assigned by the originator For a transaction set	M	AN	4/9

NOTE:

The transaction set identifier (ST01) used by the translation routine of interchange partners to select the appropriate transaction set definition.
 (e.g. 810 selects the invoice transaction set)

EXAMPLE

ST*810*000004110

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SEG ID BIG Beginning Segment for Invoice
 POS No020
 REQ DES Mandatory
 MAX USE 1

PURPOSE Indicates the beginning of an invoice transaction set and to
 Transmit identifying numbers and dates

DATA ELEMENT SUMMARY						
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH	
BIG01	373	Invoice Date (YYMMDD) * Date of the invoice		M/Z	DT	6/6
BIG02	76	Invoice Number Identifying number assigned by issuer		M	AN	1/8
BIG04	324	Contract Number (PIIN) SP030098D1234 0 = numeric zero		M	AN	13/13
BIG05	328	Release Number/Call (e.g. 063A)		M	AN	4/4
BIG07	640	Transaction Type Code DI= Debit Invoice		M	ID	2/2
BIG08	353	Transaction Set Purpose Code ZZ = Mutually Defined		M	ID	2/2

NOTE:
 BIG04 - Do not transmit dashes or slashes
 BIG08 – Applied to Invoices for “**PRIME VENDORS ONLY**”
 ** Non-Prime Vendors **do not use** BIG08

EXAMPLE	
P.V. transmits	BIG*980303*DSCP1111**SP030098D1234*063A**DI*ZZ
Non P.V.	BIG*980303*DSCP1111**SP030098D1234*063A**DI

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Loop Repeat 200

SEG ID N1 Loop ID
 POS NO 070
 REQ DES Optional (Mandatory for DSCP)
 MAX USE 1

PURPOSE Identify a party by type of organization, name and code

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
N101	98	Entity Identifier Code ST = Ship To	M	ID	2/2
N102	93	Name (e.g. FT Sam Houston TX)	X	AN	1/35
N103	66	Identification Code Qualifier 10 = Dept of Defense Activity Address Code (DoDAAC)	X	ID	2/2
N104	67	Identification Code/DoDAAC (e.g. FT9068)	X	AN	6/6

EXAMPLE

N1*ST*FT SAM HOUSTON TX*10*FT9068

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PRIME VENDOR KUWAIT/IRAQ/JORDAN – ATTACHMENT 7

STORES EDI Information & 810 Transaction Set

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SEG ID REF Reference Number
POS NO 110
REQ DES Optional (Mandatory for DSCP)
MAX USE 12

PURPOSE Specify identifying numbers (DSCP-Purchase Order Number)

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
REF01	128	Reference I.D. Qualifier RQ = Purchase Requisition Number		M	ID 2/2
REF02	127	Reference I.D. / Purchase Order No. (e.g. FT906880631234)		X	AN 14/14

EXAMPLE

REF*RQ*FT906880631234

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SEG ID ITD Terms of Sale
 POS NO 130
 REQ DES Optional ** See Note Below
 MAX USE >1

PURPOSE To specify terms of sale

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REG	TYPE	LENGTH
ITD01	336	Terms Type Code 16 = Prompt Payment Act		O	ID 2/2
ITD03	338	Terms Discount Percent Terms discount percentage, expressed as A percent, available to the purchaser if an Invoice is paid on or before the terms days due (e.g. 2% = 00.020)		O	R3 1/6
ITD04	370	Terms Discount Due Date (YYMMDD)		O	DT 6/6
ITD05	351	Terms Discount Days Due Number of days in the terms discount period By which payment is due if terms discount is earned (e.g. 15 = 015)		X	N 3/3

NOTE:
 Use only "IF" Contract Terms are better than current Contract Terms and Conditions in DSCP Contracts

EXAMPLE

ITD*16**00.020*980310*015
 Decimal uses one position in Length. Zero fill ITD03 and ITD05

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PRIME VENDOR KUWAIT/IRAQ/JORDAN – ATTACHMENT 7

STORES EDI Information & 810 Transaction Set

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SEG ID DTM Date/Time Reference
POS NO 140
REQ DES Optional (Mandatory for DSCP)
MAX USE 10

PURPOSE To specify pertinent dates and times

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
DTM01	374	Date/Time Qualifier 011 = Shipped	M	ID	3/3
DTM02	373	Date (YYMMDD)	X	DT	6/6

EXAMPLE

DTM*011*980301

DRAFT

PRIME VENDORS ONLY!!!

Loop Repeat 200000

SEG ID IT1 Baseline Item Data (Invoice)
 POS NO 010
 REQ DES Optional (Mandatory for DSCP)**See Note Below
 MAX USE 1
 PURPOSE Specify the basic and most frequently used line item data
 (CLIN level) for the invoice and related transactions

DATA ELEMENT SUMMARY						
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH	
IT101	350	Assigned Identification Contract Line Item Number (CLIN) **(e.g. 0001)	O/Z	AN	4/6	
IT102	358	Quantity Invoiced (e.g. 10 = 000000010)	X	N	1/9	
IT103	355	Unit or Basic Measurement	X	ID	2/2	
IT104	212	Price-extended CLIN \$\$ Amt *decimal uses one position length (e.g. 25.50 = 0000025.50)	X	R2	1/10	
IT106	235	Product/Service I.D. Qualifier FS = National Stock Number	X	ID	2/2	
IT107	234	Product/Service I.D. NSN (e.g. 891500E210123)	X	AN	13/13	
IT108	235	Product/Service I.D. Qualifier ZZ = Mutually Defined	X	ID	2/2	
IT109	234	Product/Service I.D. PV = Prime Vendor	X	AN	2/2	

NOTE: PRIME VENDORS ONLY::: Data required in all segments.

EXAMPLE

IT1*0001 *10*CA**0000025.50**FS*891500E210123*ZZ*PV
 Refer to page 1A **“IF”** CLIN was **NOT shipped-** (e.g. **zero fill** quantity and price field)

DRAFT

NON-PRIME VENDORS ONLY!!!

Loop Repeat 200000

SEG ID IT1 Baseline Item Data (Invoice)
 POS NO 010
 REQ DES Optional (Mandatory for DSCP) ****See Note Below**
 MAX USE 1

PURPOSE Specify the basic and most frequently used line item data
 (CLIN level) for the invoice and related transactions

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
IT101	350	Assigned Identification Contract Line Item Number (CLIN) (e.g. 0001)	O/Z	AN	4/6
IT102	358	Quantity Invoiced (e.g. 10 = 000000010)		X N	1/9
IT103	355	Unit or Basic Measurement		X ID	2/2
IT104	212	Unit Price Amount *decimal uses one position length (e.g. 2.50 = 0000002.50)		X R2	1/10
IT106	235	Product/Service I.D. Qualifier FS = National Stock Number		X ID	2/2
IT107	234	Product/Service I.D. (e.g. 891500E210123)		X AN	13/13

NOTE: NON PRIME VENDORS ONLY:::: Data required in all of the above segments.
EXAMPLE

IT1*0001 *10*CA*0000002.50*FS*891500E210123

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STORES EDI Information & 810 Transaction Set

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SEG ID TDS Total Monetary Value Summary
POS NO 010
REQ DES Mandatory
MAX USE 1

PURPOSE Specify the total dollar amount of the invoice

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
TDS01	610	Amount of Total Invoice (e.g. 123.45 = 0000012345)		M	N2 1/10

EXAMPLE

TDS*0000012345

DRAFT

Loop Repeat 25

SEG ID SAC Service, Promotion, Allowance, or Charge Information
 POS NO 040
 REQ DES Optional
 MAX USE 1

PURPOSE To request or identify a service, promotion, allowance, or charge

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
SAC01	248	Allowance or Charge Indicator C = Charge	M/Z	ID	1/1
SAC05	610	Total Amount of Service (e.g. 30.50 = 0000003050)	O/Z	N2	1/10

EXAMPLE

SAC*C****0000003050

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PRIME VENDOR KUWAIT/IRAQ/JORDAN – ATTACHMENT 7

STORES EDI Information & 810 Transaction Set

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SEG ID CTT Transaction Totals
POS NO 070
REQ DES Optional (Mandatory for DSCP)
MAX USE 1

PURPOSE To transmit a hash total for a specific element in
 The transaction set

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
CTT01	354	Number of CLIN Line Items Invoiced	M	No	1/6

EXAMPLE

CTT*125

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PRIME VENDOR KUWAIT/IRAQ/JORDAN – ATTACHMENT 7

STORES EDI Information & 810 Transaction Set

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SEG ID SE Transaction Set Trailer
POS NO 080
REQ DES Mandatory
MAX USE 1

PURPOSE Indicates the end of the transaction set and provide the count of the Transmitted segments (including the beginning (ST) and ending (SE) segments)

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
SE01	96	Number of Included Segments	M	N	1/10
SE02	329	Transaction Set Control Number	M	AN	4/9

EXAMPLE

SE*30*000004110

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PRIME VENDOR KUWAIT/IRAQ/JORDAN- ATTACHMENT 7a

832 Catalog (Vendor to DSCP) – Proposed Modifications to Common Food Management System (CFMS)
elements

DRAFT

**ATTACHMENT 7a
STARTS ON THE
FOLLOWING PAGE**

DRAFT**832 Catalog (Vendor to DPSC) – Proposed modification for CFMS elements**

The 832 Catalog uses the standard EDI transaction set for the 832 Price/Sales Catalog. The highlighted elements are new segments/elements that have been added to our current 832 catalog.

Please note: CTP04 (Catch weight multiple) is required if CTP05 (Unit of Measure) is "LB".

<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>
ST Transaction Set Header	ST01	“832”	
	ST02	n/a	
BCT Beginning Segment for Price/sales Catalog	BCT01	“PC” - price catalog	
	BCT02	contract-number	13 AN
DTM Date/Time Reference	DTM01	“152” - effective date of change	
	DTM02	update-date	date
	DTM03	update-time (HHMMSS)	time
LIN Item Identification	LIN01	line-number	4 UI
	LIN02	“SW” - stock number	
	LIN03	stock-number	13 AN
	LIN04	“VP” - vendor part	
	LIN05	part-number	25 AN
	LIN06	“ZZ” - mutually defined to indicate the type of change	
	LIN07	update-indicator	1 AN
	LIN08	“ZZ” - mutually defined to indicate economic indicator	
	LIN09	economic indicator	2 AN
PID Product/Item Description	PID01	“F” - free form	
	PID02	“GEN” - general	
	PID03	n/a	
	PID04	n/a	
	PID05	DSCP item-description	80 AN
P04 Item Physical Detail	PO401	units-per-purchase-pack	4 UI
	PO402	package-size	8 explicit decimal 2 “12345.78”
	PO403	package-unit-of-measure	2 AN
	PO404	packaging-code	5 AN

PRIME VENDOR KUWAIT/IRAQ/JORDAN– ATTACHMENT 7a

832 Catalog (Vendor to DSCP) – Proposed Modifications to Common Food Management System (CFMS) elements

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<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>
	PO406 (New elements - Currently not used)	Gross Weight	9,2 decimal
	PO407	Gross Weight Unit	2 ID
	PO408	Gross Volume	9,2 decimal
	PO409	Gross Volume Unit	2 ID
ITD Terms of Sale	ITD01	"16" - Prompt Payment Act	
	ITD02	n/a	
	ITD03	n/a	
	ITD04	n/a	
	ITD05	n/a	
	ITD06	n/a	
	ITD07	n/a	
	ITD08	n/a	
	ITD09	n/a	
	ITD10	n/a	
	ITD11	n/a	
	ITD12	Brand Name	40 AN
LDT Lead Time	(New segment - Currently not used)		
	LDT01	Lead time code – "AU" = Shelf life (Mutually defined)	2 ID
	LDT02	Shelf life (# of months or days)	3 Integer
	LDT03	Shelf life Unit - "MO" = Month "DY" = Day	2 ID
SAC Service, Promotion, Allowance, or Charge Information	(New segment - Currently not used)		
	SAC01	"A" = Allowance	1 ID
	SAC02	"C260" – Discount – Incentive (NAPA)	4 ID
	SAC05	NAPA Allowance (\$)	10,2 decimal
	SAC01	"A" = Allowance	1 ID
	SAC02	"C300" – Discount – Special (Food Show)	4 ID
	SAC05	Food Show Allowance (\$)	10,2 decimal
	SAC01	"A" = Allowance	1 ID
	SAC02	"C310" – Discount – (Promotional)	4 ID
	SAC05	Promotional Allowance (\$)	10,2 decimal

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<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>
	SAC01	"C" = Charge	1 ID
	SAC02	"C330" – Distribution fee	4 ID
	SAC04	Distribution fee category code	4 AN
	SAC05	Distribution fee for Unit of Measure	10,2 decimal
CTP Pricing Information	CTP01	n/a	
	CTP02	"STA" - standard price	
	CTP03	vendor-price	10 explicit decimal 2
	CTP04 (Currently "NA")	Catch weight multiple Number of units (in LB units) that must be ordered to purchase 1 case of product	6 Integer (entered for catch weight items only) otherwise blank
	CTP05	unit-of-measure	2 AN
	CTP06	"SEL" Price Multiplier Qualifier	3
	CTP07	ratio-numerator	4 UI
	CTP08	ratio-denominator	4 UI
CTT Transaction Totals	CTT01	total number of line items	4 UI
SE Transaction Set Trailer	SE01	number of included segments	
	SE02	transaction set control number	

**ATTACHMENT 8
STARTS ON THE
FOLLOWING PAGE**

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PRIME VENDOR KUWAIT/IRAQ/JORDAN – ATTACHMENT 8

Sample Subcontracting Plan

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THE ATTACHED GUIDE WAS DEVELOPED AS A CHECKLIST TO BE USED BY CONTRACTORS IN THE PREPARATION OF A SMALL BUSINESS SUBCONTRACTING PLAN IN ACCORDANCE WITH THE REQUIREMENTS OF PUBLIC LAW 95-507. THE GUIDE ADDRESSES THE SIX MANDATORY ELEMENTS OF A SUBCONTRACTING PLAN AS SET FORTH IN FAR CLAUSE 52.219-9(D) AND SUPPLEMENTAL INFORMATION REQUIRED BY SECTION 1207 OF P.L. 99-661, CONTRACT GOAL FOR MINORITIES. IT IS INTENDED AS A TOOL TO ASSIST CONTRACTORS IN THE DEVELOPMENT OF AN ACCEPTABLE SUBCONTRACTING PLAN AND TO FACILITATE THE REVIEW BY THE CONTRACTING OFFICER, THE DSCP AND DEFENSE CONTRACT MANAGEMENT AGENCY (DCMA) SMALL BUSINESS SPECIALISTS AND THE SMALL BUSINESS ADMINISTRATION PROCUREMENT CENTER REPRESENTATIVE.

Notes: 1) Vendor Representations for Hub Zone Small Business and Small Disadvantaged Business requires SBA certification.

2) The features of the former SBA PRO-Net site are now available only via the Department of Defense (DoD) Central Contractor Registration (CCR). The CCR “Dynamic Small Business” function performs the same searches as PRO-Net, and the “Supplemental Pages” will register/update the associated SBA profile if the firm is a small business.

THIS HANDOUT IS TO BE USED ONLY AS A REFERENCE TOOL IN PREPARING A SUBCONTRACTING PLAN.

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SUBCONTRACTING PLANS

The Federal Acquisition Regulation, Clause 52-219.9 cites the six elements that each Subcontracting Plan must contain, i.e., goals; name and duties of the individual who will administer the plan; a description of efforts; flow down clause; reports and records.

Goals: expressed in terms of percentages and dollars of the total contract value that are planned to be subcontracted to small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business and women-owned small business concerns that are realistic.

Administration: Name, title, and position within the corporate structure; duties and responsibilities of the individual who will administer the subcontracting program.

Description of Efforts: Describe steps to be taken to ensure equitable opportunities to small, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business and women-owned small business concerns.

Flow down Clause: Requirement for subcontracts that offer further subcontracting opportunities and for subcontracts in excess of \$500,000.

Reports: Requirement to submit periodic reports

Records: Requirement to maintain records on adopted procedures to comply with requirements and goals in the plan.

The following information will assist you in determining what type of plan would be most beneficial for your company to submit.

INDIVIDUAL SUBCONTRACTING PLAN:

This type of plan covers the entire contract period (including option years however separate goals are required for the base year and each option year); applies to a specific acquisition; and has goals based on planned subcontracting for the specific contract except indirect costs, incurred for common or joint purposes, may be allocated on a prorated basis to the contract. The plan shall address all six elements as cited above. The plan when approved and incorporated into the contract will remain in effect until the contract has been completed.

MASTER SUBCONTRACTING PLAN:

This type of plan contains all the required elements of an individual plan, except goals. It can be submitted on a plant-wide or division-wide basis with no specific acquisition identified. The subcontracting goals and any deviations from the approved plan shall be identified by the offeror as an addendum to the approved Master Plan. The offeror will be required to provide the Procuring Contracting Officer (PCO) with copies of the approved Master Plan along with the addendum which cites the goals and deviations, if any. The approved master plan and the addendum are formulated into an individual subcontracting plan, which can be identified with a specific acquisition. A master plan is effective for a three-year period after approval by the Administrative Contracting Officer (ACO). The master plan, when incorporated in an individual plan, applies throughout the life of the contract.

PRIME VENDOR KUWAIT/IRAQ/JORDAN – ATTACHMENT 8

Sample Subcontracting Plan

DRAFTCOMMERCIAL PRODUCTS SUBCONTRACTING PLAN:

This type of plan is submitted on a plant-wide or division-wide basis with no specific acquisition identified. A commercial product means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the opinion of the Contracting Officer, differs only insignificantly from the contractor's commercial product. The plan addresses all six elements as cited above. If a commercial product is offered, the subcontracting plan covers the company's production generally, both for government contracts and for regular commercial sales. The plan will remain in effect for the entire fiscal year for all government contracts in effect during the period. It is preferred that the plan coincide with the government's fiscal year since the activity under this type of plan is reported once a year on the SF 295. The contractor is required to submit a new commercial plan, 30 working days before the end of the fiscal year to the contracting officer. It is the contractor's responsibility to insure that it has an approved commercial plan on file for each year of contract performance.

DEFINITIONS

SMALL BUSINESS CONCERN: A small business is a concern, including its affiliates, which is organized for profit; independently owned and operated; not dominant in the field of operation in which it is competing; and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration.

HUB Zone: A historically underutilized business zone is an area located within one or more qualified census tracts, qualified non-metropolitan counties, or lands within the external boundaries of an Indian reservation.

HUB ZONE SMALL BUSINESS CONCERN: A small business concern that is located in an "historically underutilized business zone;" is owned and controlled by one or more U. S. Citizens; and at least 35% of its employees reside in the HUB Zone. Status as a qualified HUB Zone small business concern is determined by the Small Business Administration (SBA). If the SBA determines that a concern is a qualified HUB Zone small business, it will issue a certification to that effect and will add the company to the List of Qualified HUB Zone Small Business Concerns on its Internet site at www.sba.gov/hubzone. The concern must be listed to be considered a HUB Zone small business concern. The HUB Zone application can be obtained from the same web site. HUB Zone certification will also appear in the company's profile listed in the DoD Central Contractor Registration (CCR) database at www.ccr.gov "Dynamic Small Business Search."

SMALL DISADVANTAGED BUSINESS CONCERN (SDB): A small business concern (1) which is at least 51% owned by one or more socially and economically disadvantaged individuals: or, in the case of any publicly owned business, at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more such individuals. The term "socially disadvantaged" means individuals who have been subjected to racial or ethnic prejudice or cultural bias because of identity as a member of groups without regard to their individual qualities. The following individuals are presumed to be socially disadvantaged: Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Subcontinent Asian Americans. The term "economically disadvantaged" means socially disadvantaged individuals whose ability to compete in the free enterprise systems is impaired due to diminished capital and credit as compared to others in the same/similar line of business and, as a result, have been or are likely to be precluded from successfully competing in the open market. A socially disadvantaged individual whose personal net worth does not exceed \$750,000 (\$250,000 for certification under the SBA Section 8 (a) Program), excluding his/her ownership interest in the company and equity in his/her personal residence is considered to be economically disadvantaged.

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Application for SDB certification can be obtained at www.sba.gov/sdb. SDB certification will appear in the company's profile listed in the DoD Central Contractor Registration (CCR) database at www.ccr.gov "Dynamic Small Business Search."

WOMAN-OWNED SMALL BUSINESS CONCERN: A small business concern that is at least 51% owned by one or more women; or in the case of any publicly owned business, at least 51% of the stock is owned by one or more women AND whose management and daily business operations are controlled by one or more women.

SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERN

- (1) A small business concern –
 - (i) not less than 51% of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51% of the stock of which is owned or one or more service-disabled veterans; and
 - (ii) the management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

VETERAN-OWNED SMALL BUSINESS CONCERN

- A small business concern –
- (i) not less than 51% of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51% of the stock of which is owned by one or more veterans; and
 - (ii) the management and daily operations of which are controlled by one or more veterans.

SUBCONTRACT: Means any agreement (other than one involving an employee-employer relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies and/or services required for performance of the contract or subcontract.

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Sample Subcontracting Plan

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SUBCONTRACTING PLAN

Date: _____

CONTRACTOR: _____

ADDRESS: _____

SOLICITATION #: _____

END ITEM/SERVICE _____

Fill in Applicable Section:

Type of Plan

1. Master Subcontracting Plan

_____ Plant/Distribution Site

_____ Division

2. Commercial Subcontracting Plan

_____ Plant/Distribution Site

_____ Division

3. _____ Individual Contract Plan Total Contract Dollar Value _____

Complete the following if submitting a Commercial Subcontracting Plan.

Company/Division's Fiscal Year

FROM: _____ TO: _____
(Month/Year) (Month/Year)

Total Estimated FY Dollar Value: \$ _____

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Sample Subcontracting Plan

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In accordance with FAR Clause 52.219-9 – The offeror’s subcontracting plan shall include, at a minimum, the following:

1. Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged and women owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. For individual contract plans, the total dollars to be subcontracted are stated. For commercial plans, the total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales are stated.
2. The suggested format for percentage and dollar goals follows:

	<u>DOLLARS</u>	<u>PERCENT</u>
<i>Total To Be Subcontracted</i>	\$ _____	_____ %
A. To Large Business	\$ _____	_____ % *
B. To Small Business	\$ _____	_____ % *
1. To Veteran-Owned Small Business**	\$ _____	_____ % *
2. To Service-Disabled Veteran-Owned Small Business**	\$ _____	_____ % *
3. To HUB Zone Small Business**	\$ _____	_____ % *
4. To Small Disadvantaged Business**	\$ _____	_____ % *
5. To Women-Owned Small Business**	\$ _____	_____ % *

* Divided into Total to be Subcontracted

**Subset of B

3. A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, and women-owned small business concerns. (Note: Identify all supplies and services to be subcontracted. Further identify which of those supplies and services will be provided by (a) small business(SB), (b) veteran-owned small business(VOSB), (c) service-disabled veteran-owned small business(SDVOSB); (d) HUB Zone small business(HBZSB), (e) small disadvantaged business(SDB)and (f) and women owned small business(WOSB).
4. A description of the method used to develop the subcontracting goals in item 2 above.
5. A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, SBA PRO-Net information accessed at the DoD Central Contractor Registration www.ccr.gov “Dynamic Small Business Search”, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUB Zone small business, small disadvantaged business and women-owned small business concern trade associations). Information referenced in the supplemental pages to the CCR’s “Dynamic Small Business Search” can be relied upon as an accurate representation of a concern’s size and ownership for the purposes of maintaining a small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business and women-owned small business source list. Use of the CCR “Dynamic Small Business Search” as its source lists does not relieve a

PRIME VENDOR KUWAIT/IRAQ/JORDAN – ATTACHMENT 8

Sample Subcontracting Plan

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firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

6. A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged, and women-owned small business concerns.
7. The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
8. A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business and women owned small business concerns have an equitable opportunity to complete for subcontracts. (This element shall include, but shall not be limited to, the following:)

In order to effectively implement this plan to the extent consistent with efficient contract performance, the contractor shall perform the following functions:

- a. Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged, and women owned small business concerns by arranging solicitations, time for preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
 - b. Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged, and women owned small business concerns in all "make or buy" decisions.
 - c. Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged and women owned business concerns.
 - d. Provide notice to subcontractors regarding penalties and remedies for misrepresentations of business status as small business, veteran-owned small business, HUB Zone small business, small disadvantaged business or women-owned small business for the purpose of obtaining a subcontract.
9. Assurances that the offeror (I) will include the clause in this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and (ii) will require all subcontractors (except small business concerns) that receive subcontracts in the excess of \$500,000 (\$1,000,000 for construction of any public facility), to adopt a plan similar to the plan agreed to by the offeror.
 10. Assurances that the offeror will (I) cooperate in any studies or surveys as may be required; (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan; (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms. The reports shall provide information on subcontract awards to small business, veteran-owned

PRIME VENDOR KUWAIT/IRAQ/JORDAN – ATTACHMENT 8

Sample Subcontracting Plan

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small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, woman-owned small business, and when applicable, Historically Black Colleges and Universities and Minority Institutions. The offeror also must ensure that its subcontractors agree to submit Standard Forms 294 and 295.

11. Recitation of the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of its efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

- a. Source lists (i.e., CCR “Dynamic Small Business Search), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, and women-owned small business concerns.
- b. Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, and women-owned small business concerns.
- c. Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating whether (A) small business concerns were solicited and if not, why not, (B) Veteran-owned small business were solicited and if not, why not, (C) service-disabled veteran-owned small business were solicited and if not, why not, (D) HUB Zone small business concerns were solicited and if not, why not, (E) small disadvantaged business concerns were solicited and if not, why not, (F) women-owned small business concerns were solicited and if not, why not, and (G) if applicable, the reason award was not made to a small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, or women-owned small business concern.
- d. Records of any outreach efforts to contact (A) trade associations; (B) business development organizations; (C) conferences and trade fairs to locate small, HUB Zone small business, small disadvantaged and women owned small business concerns and (D) veterans service organizations.
- e. Records of internal guidance and encouragement provided to buyers through (A) workshops, seminars, training, etc. and (B) monitoring performance to evaluate compliance with the program’s requirements.
- f. On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address and business size of each subcontractor. Contractors having company or division-wide annual commercial plans need not comply with this requirement.

g. SUPPLEMENTAL INFORMATION

Section 1207 of Public Law 99-661, Contract Goal for Minorities, supplements FAR Clause 52.219-9. Offerors are required to:

- a. Establish a subcontracting goal of 5% for small disadvantaged businesses.
- b. Identify efforts to provide technical assistance to SDB’s.

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Sample Subcontracting Plan

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- c. Include a statement that Historically Black Colleges and Universities (HBCU's) and other Minority Institutions (MI's) will be considered when developing SDB goals, when applicable.

SIGNATURE: _____
(EXECUTIVE OF COMPANY *)

TYPED NAME: _____

TITLE: _____

COMPANY: _____

DATE: _____

PLAN ACCEPTED BY: _____ DATE: _____
(CONTRACTING OFFICER)

AGENCY: _____

* THE INDIVIDUAL SIGNING THE PLAN SHOULD BE AN EXECUTIVE OF THE COMPANY AND NOT THE DESIGNATED PLAN ADMINISTRATOR.

NOTE TO CONTRACTING OFFICER: UPON INCORPORATION OF A PLAN INTO THE CONTRACT, INDICATE HEREIN THE DOLLAR VALUE OF THE CONTRACT
\$ _____

DATE THAT PLAN WAS FORWARDED TO COGNIZANT DCMA OFFICE. _____