

PRIME VENDOR AFGHANISTAN

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 		PAGE 1 OF 200	
2. CONTRACT NO. 		3. AWARD/EFFECTIVE DATE 		4. ORDER NUMBER 		5. SOLICITATION NUMBER SPM300-11-R-0063	
6. SOLICITATION ISSUE DATE 04/26/2011		7. FOR SOLICITATION INFORMATION CALL:		a. NAME Dennis Strolle		b. TELEPHONE NUMBER (No collect calls) 215-737-5349	
8. OFFER DUE DATE/LOCAL TIME 06/14/2011 3:00 PM EST		9. ISSUED BY DLA Troop Support Directorate of Subsistence 700 Robbins Avenue Philadelphia, PA 19111-5092		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: _____ <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A)		NAICS: 424990 SIZE STANDARD: 500	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS 		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		15. DELIVER TO SEE SCHEDULE		16. ADMINISTERED BY SAME AS BLOCK 9		17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____	
18a. PAYMENT WILL BE MADE BY CODE _____		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM		19. ITEM NO. 1	
20. SCHEDULE OF SUPPLIES/SERVICES Acquisition for full-line food and non-food distribution for authorized customers in Afghanistan <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>		21. QUANTITY 		22. UNIT 		23. UNIT PRICE 	
24. AMOUNT 		25. ACCOUNTING AND APPROPRIATION DATA 		26. TOTAL AWARD AMOUNT (For Govt. Use Only) 		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 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED		29. AWARD OF CONTRACT: REF. _____ 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) Dennis Strolle		31c. DATE SIGNED 	

AUTHORIZED FOR LOCAL REPRODUCTION
 PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2011)
 Prescribed by GSA - FAR (48 CFR) 53.212

PRIME VENDOR AFGHANISTAN

SF1449 - CONTINUATION SHEET

ADMINISTRATIVE DATA/DELIVERY SCHEDULE

CONTINUATION OF THE BLOCKS ON PAGE 1 (SF 1449)

BLOCK 8 (continued):

OFFER DUE DATE/LOCAL TIME: June 14, 2011, 3:00 P.M. PHILADELPHIA TIME

NOTE: This solicitation shall be signed by each Joint Venture / Partner and submitted along with each offer. Only one originally signed copy of this solicitation document is required for submission.

All offers are required to be mailed to the Defense Logistics Agency (DLA) Troop Support Post Office Box 56667 or hand carried to the DLA Troop Support Business Opportunities Office as described on pages 2-3 of the solicitation.

Technical proposals shall address all technical factors in consideration of the contents of this solicitation. Six copies of the submitted technical proposal are required for submission.

Business proposals/pricing must be submitted on the Category Distribution Price List and the Schedule of Items. Attachments 1 and 2 are inclusive of Private Convoy Security, and Attachments 3 and 4 exclude Private Convoy Security. Two written copies of the Business Proposal / Pricing (exclusive of attachments 1 through 4), and 2 electronic copies of attachments 1 through 4 on two separate CDs in Microsoft Excel Spreadsheet format, not a PDF file (for example), which cannot be utilized by the Government are required for submission. All quotes and/or invoices must be submitted. **Any quote or invoice that references more than one item must be copied and submitted one for each item on the schedule, in item number sequence.**

All offerors must submit invoicing in binders as follows:

- i. Binder #1 Invoices For Items (1 – 200)
- ii. Binder #2 Invoices For Items (201 – 400)
- iii. Binder #3 Invoices For Items (401 – 600)
- iv. Binder #4 Invoices For Items (601 – 705)

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
DLA TROOP SUPPORT
POST OFFICE BOX 56667
PHILADELPHIA, PA 19111-6667

PRIME VENDOR AFGHANISTAN

Deliver **HAND CARRIED OFFER**, including delivery by commercial carrier, to:

DLA TROOP SUPPORT
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.

NOTE: Facsimile and E-mail Offers are not acceptable forms of transmission for submission of initial proposals or revisions to initial proposals submitted in response to this solicitation. As directed by the Contracting Officer, facsimile and e-mail may be used during discussions/negotiations, if discussions/negotiations are held, for proposal revision(s), including Final Proposal revision(s).

BLOCK 17A. (Continued):

OFFERORS: SPECIFY

CAGE CODE: _____
PRIMARY COMPANY POC/NEGOTIATOR: _____
PHONE #: _____
E-MAIL ADDRESS: _____
FAX NUMBER _____

BLOCK 17B. (CONTINUED)

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

Offeror's assigned DUNS Number: _____

PRIME VENDOR AFGHANISTAN**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, e-mail addresses, and telephone numbers for each authorized negotiator.

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

PRIME VENDOR AFGHANISTAN

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 proposal preparation costs or any other costs the contractors may have incurred.

In accordance with FAR 52.225-25, (SEP 2010) each offeror must certify that the offeror, and any person owned or controlled by the offeror, does not engage in any activity for which sanctions may be imposed under section 5 of the Iran Sanctions Act. Each offeror shall update its ORCA certifications and/or by submission of an offer, make the above certification (See FAR 52.212-3).

Customers to be supported under this solicitation in Afghanistan are engaged in a contingency operation 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 zone.

Attachments 1 through 4, the Category Distribution Price List and the Schedule of Items, will only be provided by DLA Troop Support to offerors upon request (e-mail request is preferred). See below e-mail contact information.

DLA Troop Support Points of Contact:

Dennis.Strolle@dla.mil

Lourdes.Valentin@dla.mil

Jamie.Shuster@dla.mil

PRIME VENDOR AFGHANISTAN

CAUTION NOTICE

CONTRACTOR CODE OF BUSINESS ETHICS (DEC 2010) DLA TROOP SUPPORT

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

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

PRIME VENDOR AFGHANISTAN

******PRE-PROPOSAL CONFERENCE********SOLICITATION NUMBER SPM300-11-R-0063**

DLA TROOP SUPPORT 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 TO (215) 737-2161 OR AN E-MAIL TO DENNIS.STROLLE@DLA.MIL , LOURDES.VALENTIN@DLA.MIL, AND JAMIE.SHUSTER@DLA.MIL .

PLEASE INCLUDE THE FOLLOWING INFORMATION WITH YOUR REQUEST:

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

ANY CONTRACTOR 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 THREE (3) BUSINESS DAYS PRIOR TO THE DATE AND TIME SPECIFIED FOR THE CONFERENCE.

NOTE: Contractors may submit additional questions to obtain further clarification of the solicitation requirements. Contractors are encouraged to carefully review the solicitation before developing questions for submission. Answers to questions will be provided via a future amendment. Questions may be submitted by fax to 215-737-2161 or e-mail to Dennis.Strolle@DLA.MIL, Lourdes.Valentin@DLA.MIL and Jamie.Shuster@DLA.MIL. QUESTIONS MUST BE RECEIVED NO LATER THAN MAY 6, 2011, 5:00 PM, PHILADELPHIA TIME.

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

CONFERENCE DATE: May 10, 2011

CONFERENCE TIME: 8:30 A.M.

PRIME VENDOR AFGHANISTAN

CAUTION NOTICE**???? DID YOU REMEMBER TO: ????**

Number	Reminder	Check
1	Request Attachments 1 through 4 from the Contracting Officer, as indicated below and use the provided spreadsheets for submission of your pricing information?	
2	Fill in and sign SF1449 as required?	
3	Print one copy of the solicitation from the DLA Troop Support web site www.dscp.dla.mil/subs/pv/regions/mideast/pvmideast.asp ? Return one (1) signed and completed copy of this solicitation with your proposal?	
4	Return one (1) signed copy of any amendments issued to this solicitation.	
5	Prepare and return 6 written and 2 electronic copies of the Technical Proposal, 2 written copies of the Business Proposal / Pricing (exclusive of attachments 1 through 4), and 2 electronic copies of attachments 1 through 4?	
6	Submit Attachments 1 through 4 in accordance with the instructions in the solicitation (two working copies on a Microsoft Excel Spreadsheet formatted CD)?	
7	Submit (1) hard copy of each MANUFACTURER'S quote or invoice for every item listed on Attachments 1 and 3 (ONE COPY OF THE QUOTE OR INVOICE FOR EACH INDIVIDUAL ITEM)? Label or use a cover sheet for each quote or invoice to identify the item number from the schedule that it supports? Submit the quotes or invoices in item number sequence? Submit quotes or invoices that are dated within forty-five (45) days prior to the date specified for receipt of offers (initial or revised, whichever is later)? Are FOB Origin Terms clearly identified on the quote or invoice? Is the product price based on Full Truck Load Quantities? Is the NAPA discount clearly identified on the quote or invoice and removed from the product price? Refer to solicitation for actual requirements.	
8	Submit a list of CONUS and OCONUS "Distribution Facility(s)" or "Places of Performance" that will directly support the proposed customers? Warehouses functioning as backups should be designated as such.	
9	Check your math for accuracy on your Business Proposal/Pricing?	
10	Submit your best offer?	
11	Submit a Subcontracting Plan if your firm is a large domestic business?	
12	Identify your authorized negotiators on page 3 as required. Did you identify which negotiator will serve as the primary point of contact?	

PRIME VENDOR AFGHANISTAN

TABLE OF CONTENTS

	PAGE
<u>CONTRACT CLAUSES</u>	
FAR 52.212-4 – Contract Terms and Conditions – Commercial Items	10
Addendum to FAR 52.212-4	17
FAR 52.212-5 – Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisition of Commercial Items	61
DFARS 252.212-7001 – Contract Terms and Conditions Required to Implement Statutes or Executive orders Applicable to Defense Acquisition of Commercial Items	68
<u>STATEMENT OF WORK</u>	
Supplies/Services and Prices	73
Descriptions/Specifications	117
Packaging and Marking	129
Inspection and Acceptance	131
Deliveries and Performance	134
Contract Administration Data	143
Special Contract Requirements	146
<u>SOLICITATION PROVISIONS</u>	
FAR 52.212-1 – Instructions to Offerors – Commercial Items	150
Addendum to FAR 52.212-1	150
FAR 52.212-2 – Evaluation – Commercial Items	169
Addendum to FAR 52.212-2	169
FAR 52.212-3 – Offeror Representations and Certifications – Commercial Items	176
Other Required Certifications	
Addendum to FAR 52.212-3	193
DFARS 252.212-7000 – Offeror Representations and Certifications- Commercial Items	198
<u>LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS</u>	
Attachment 1 –Schedule of Items (Inclusive of Private Convoy Security)	
Attachment 2 – Category Distribution Price List (Inclusive of Private Convoy Security)	
Attachment 3 - Schedule of Items (Excluding Private Convoy Security)	
Attachment 4 – Category Distribution Price List (Excluding Private Convoy Security)	

PRIME VENDOR AFGHANISTAN

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS
(JUN 2010)

(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 re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

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

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

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

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

(d) *Disputes.* This contract is subject to 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.

PRIME VENDOR AFGHANISTAN**(g) Invoice.**

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

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

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

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

PRIME VENDOR AFGHANISTAN

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

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

(i) **Payment.**

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

PRIME VENDOR AFGHANISTAN**(6) Interest.**

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

PRIME VENDOR AFGHANISTAN

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

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

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

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

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

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

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

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

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

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

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

PRIME VENDOR AFGHANISTAN

(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. 51-58, 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 1449.
- (8) Other documents, exhibits, and attachments.
- (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.

PRIME VENDOR AFGHANISTAN

(2)

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

(A) Change the name in the CCR database;

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

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

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the 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 FAR 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.

PRIME VENDOR AFGHANISTAN

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 Government receiving official for each customer is responsible for signing for and accepting products when they are delivered. The final disposition decision rests with the food service officer and/or the authorized Government receiving official. See Statement of Work, Inspection and Acceptance also.
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. 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 \$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. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
4. Paragraph (o), Warranty, is revised to add the following:
“In the event that a product recall is initiated by the contractor, supplier or manufacturer, the contractor should following the procedures as outlined below:
 - (1) Immediately notify the following personnel:
 - (i) Customers that have received the recalled product
 - (ii) DLA Troop Support Contracting Officer, Dennis Strolle at 215-737-5349
 - (iii) DLA Troop Support Integrated Supply Team (IST) Chief, Lourdes Valentin at 215-737-3675
 - (iv) DLA Troop Support Contract Specialist, Jamie Shuster at 215-737-3668

PRIME VENDOR AFGHANISTAN

- (v) DLA Troop Support Tailored Vendor Logistic Specialist, Rodney Lott at 215-737-2190
- (vi) DLA Troop Support Consumer Safety Officer at 215-737-3845
- (2) Provide the following information to the DLA Troop Support Consumer Safety Officer:
 - (i) Reason for recall
 - (ii) Level of recall, i.e. Type I, II or III
 - (iii) Description of product, 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 contractor should provide a Final Status Report of Recall, when completed, to the DLA Troop Support Consumer Safety Officer."

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

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

6. Paragraph (t), 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
- (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 52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
FAR 52.208-9	Contractor Use of Mandatory Sources of Supplies or Services	OCT 2008
FAR 52.211-5	Material Requirements	AUG 2000
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	OCT 2010
FAR 52.242-13	Bankruptcy	JULY 1995
FAR 52.242-15	Stop-Work Order	AUG 1989
FAR 52.243-6	Change Order Accounting	APR 1984
FAR 52.245-1	Government Property	AUG 2010
FAR 52.247-29	F.O.B. Origin	FEB 2006
FAR 52.247-34	F.O.B. Destination	NOV 1991
FAR 52.251-1	Government Supply Sources	AUG 2010
DFARS 252.201-7000	Contracting Officer's Representative	DEC 1991
DFARS 252.204-7003	Control of Government Personnel Work Product	APR 1992

PRIME VENDOR AFGHANISTAN

<u>CLAUSE NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
DFARS 252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country	DEC 2006
DFARS 252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
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
DFARS 252.243-7001	Pricing of Contract Modifications	DEC 1991
DFARS 252.243-7002	Requests for Equitable Adjustment	MAR 1998
DLAD 52.211-9010	Shipping Label Requirements – MIL – STD – 129P	MAY 2006
DLAD 52.246-9039	Removal of Government Identification from Non-Accepted Supplies	APR 2008
DLAD 52.247-9012	Requirements for treatment of wood packaging material (WPM)	FEB 2007
DFARS 252.251-7000	Ordering From Government Supply Sources	NOV 2004

THE FOLLOWING ADDITIONAL CLAUSES ARE INCORPORATED IN FULL TEXT:**FAR 52.209-9– Updates of Publicly Available Information Regarding Responsibility Matters (JAN 2011)**

(a)

(1) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov> .

(2) At the first semi-annual update on or after April 15, 2011, the Contractor shall post again any required information that the Contractor posted prior to April 15, 2011.

(b)

(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

PRIME VENDOR AFGHANISTAN

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)

(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

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 sixty (60) months 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 \$1,000,000,000;

(2) Any order for a combination of items in excess of \$1,000,000,000; or

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

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part

PRIME VENDOR AFGHANISTAN

of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

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

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 after the effective term of the contract.

FAR 52.225-14 -- Inconsistency Between English Version and Translation of Contract (FEB 2000)

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

FAR 52.228-3 – Workers Compensation Insurance (Defense Base Act) (Apr 1984)

The Contractor shall

(a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, *et seq.*) requires and

(b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

PRIME VENDOR AFGHANISTAN

DFARS 252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (SEP 2010)

The agency office of the Inspector General referenced in paragraphs (c) and (d) of FAR clause 52.203-13, Contractor Code of Business Ethics and Conduct, is the DoD Office of the Inspector General at the following address:

DoD Office of the Inspector General
Investigative Policy and Oversight
400 Army Navy Drive, Suite 1037
Arlington, VA 22202-4704

Toll Free Telephone: 866-429-8011

DFARS 252.225-7004 Report of Intended Performance Outside the United States and Canada—Submission after Award (OCT 2010)

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

(b) *Reporting requirement.* The Contractor shall submit a report in accordance with this clause, if the Contractor or a first-tier subcontractor will perform any part of this contract outside the United States and Canada that—

(1) Exceeds \$650,000 in value; and

(2) Could be performed inside the United States or Canada.

(c) *Submission of reports.* The Contractor—

(1) Shall submit a report as soon as practical after the information is known;

(2) To the maximum extent practicable, shall submit a report regarding a first-tier subcontractor at least 30 days before award of the subcontract;

(3) Need not resubmit information submitted with its offer, unless the information changes;

(4) Shall submit all reports to the Contracting Officer; and

(5) Shall submit a copy of each report to: Deputy Director of Defense Procurement and Acquisition Policy (Contract Policy and International Contracting), OUSD (AT&L) DPAP(CPIC), Washington, DC 20301-3060.

PRIME VENDOR AFGHANISTAN

(d) *Report format.* The Contractor—

(1) Shall submit reports using—

(i) DD Form 2139, Report of Contract Performance Outside the United States; or

(ii) A computer-generated report that contains all information required by DD Form 2139; and

(2) May obtain copies of DD Form 2139 from the Contracting Officer or via the Internet at

<http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.

DFARS 52.225-7006 Quarterly Reporting of Actual Contract Performance Outside the United States (OCT 2010)

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

(b) *Reporting requirement.* Except as provided in paragraph (c) of this clause, within 10 days after the end of each quarter of the Government’s fiscal year, the Contractor shall report any subcontract, purchase, or intracompany transfer that—

(1) Will be or has been performed outside the United States;

(2) Exceeds the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and

(3) Has not been identified in a report for a previous quarter.

(c) *Exception.* Reporting under this clause is not required if—

(1) A foreign place of performance is the principal place of performance of the contract; and

(2) The Contractor specified the foreign place of performance in its offer.

(d) *Submission of reports.* The Contractor shall submit the reports required by this clause to: Deputy Director of Defense Procurement and Acquisition Policy (Contract Policy and International Contracting), OUSD(AT&L)DPAP(CPIC), Washington, DC 20301-3060.

PRIME VENDOR AFGHANISTAN

(e) *Report format.* The Contractor—

(1) Shall submit reports using—

(i) DD Form 2139, Report of Contract Performance Outside the United States; or

(ii) A computer-generated report that contains all information required by DD Form 2139; and

(2) May obtain copies of DD Form 2139 from the Contracting Officer or via the Internet at

<http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.

(f) *Subcontracts.* The Contractor—

(1) Shall include the substance of this clause in all first-tier subcontracts exceeding \$650,000, except those for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence;

(2) Shall provide the number of this contract to its subcontractors required to submit reports under this clause; and

(3) Shall require the subcontractor, with respect to performance of its subcontract, to comply with the requirements directed to the Contractor in paragraphs (b) through (e) of this clause.

(CLASS DEVIATION 2007-00010) CONTRACTOR PERSONNEL IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (OCT 2007)

(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),

PRIME VENDOR AFGHANISTAN

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 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 USCENTCOM 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) Product 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 USCENTCOM AOR, the Contractor shall ensure the following:

PRIME VENDOR AFGHANISTAN

- (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.
 - (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)).

PRIME VENDOR AFGHANISTAN

(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.

(g) *Personnel data.*

(1) The Contractor shall enter, before deployment, or if already in the USCENTCOM 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 USCENTCOM 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

PRIME VENDOR AFGHANISTAN

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.

(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 ___N/A_____ 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;

PRIME VENDOR AFGHANISTAN

(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) 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 product protection measures.

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

(l) *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

PRIME VENDOR AFGHANISTAN

(iii) Is isolated, missing, detained, captured, or abducted.

(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 change order, 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 USCENCOM 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.

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

PRIME VENDOR AFGHANISTAN

- (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 52.211-9046 FDA COMPLIANCE (APR 2008)

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.

DLAD 52.215-9006 – ABILITY ONE SUPPORT (Formerly known as Javitz-Wagner-O'Day Act (JWOD)) – 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 Ability One 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.

DLAD 52.216-9065 ECONOMIC PRICE ADJUSTMENT – ACTUAL MATERIAL COSTS FOR SUBSISTENCE PRODUCT PRICE BUSINESS MODEL (ALTERNATE I) (APR 2011)

(a) **WARRANTIES:** For the portion of the schedule that is covered by this EPA clause, the contractor warrants that --

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

PRIME VENDOR AFGHANISTAN

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

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

(1) “**Contract Unit Price**” means the total price per unit charged to DLA Troop Support for a product delivered to DLA Troop Support’s customers. The Contract Unit Price consists of two components: Product Price and Distribution Price as identified in the schedule of items. The sum of the two component prices shall be rounded to the nearest cent to determine the final Contract Unit Price.

(2) DLA Troop Support “**Manufacturer’s Price Agreement**” (MPA) means an agreement between DLA Troop Support and manufacturers which identifies a fixed product price for specific items that will be cataloged by the prime vendor.

(3) “**Product Price**” is the most recent DLA Troop Support Manufacturer’s Price Agreement (MPA) price or the most recent manufacturer, grower or private label holder commercial price per unit to the Contractor, exclusive of standard freight. The Product Price shall be based on FOB Origin/Point of Manufacture. **Product Price shall exclude all costs that are to be covered in the Distribution Price.**

(i) Exceptions:

A) Fresh Fruits and Vegetables (FF&V): The product price shall be based on FOB Origin/Point of Importer when the following conditions apply;

(1) The product is listed in Category 5 for Prime Vendor Fresh Fruits and Vegetables (FF&V)); and

(2) It is necessary for the product to be transported into the local market of the importer, as otherwise approved under the contract, from a foreign country because local supply does not exist or it is insufficient to meet demand requirements; and

(3) The importer that establishes the product price is the firm that actually performs the FF&V import service, including, but not limited to: procurement, storage, consolidation, pallets, and palletizing as it applies to the importer’s normal commercial sales, and the importer has comparable commercial sales in the market that is the point of import.

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

C) Mandatory Source Items: The product price shall be limited to the nonprofit agency’s price for product as set in accordance with applicable law. The product price shall be based on FOB Origin/Nonprofit Agency. (Prices set in accordance with applicable law (FOB Origin/Nonprofit Agency.)

PRIME VENDOR AFGHANISTAN

D) Prime Vendor Table Displays/Decorations only: For products listed in Category 15 Prime Vendor Table Displays/Decorations only, the product price shall be based on FOB Origin/Point of the manufacturer's distributor because the manufacturer will not sell directly to the prime vendor. This exception must be approved by the Contracting Officer on a case by case basis. Support documentation is required.

E) A CONUS-based redistributor's price for a specific manufacturer's product (SKU) may be considered by the Government as long as the redistributor's price for the quantity ordered is equal to or lower than the manufacturer's published price inclusive of discounts/allowances. This exception must be approved by the Contracting officer on a case by case basis. Support documentation may be required.

(4) **"Product Allowance"** is discounts, rebates, and allowances to be passed on to the Government. In accordance with other provisions of the contract, all discounts, rebates, or allowances on particular items which are reflected in the amounts shown on the face of the manufacture's, grower's or private label holder's invoice (referred to as "off-invoice allowances") or otherwise given to the contractor by the manufacturer, grower or private label holder, shall be passed by the Contractor to the Government, in the form of an up-front price reduction. The total of these discounts, rebates, and allowances (Product Allowance), shall be reflected via a reduced STORES price, resulting in a lower invoice price to the customer. Any rebates that must be passed to the Government and which cannot be applied as an up-front price reduction must be submitted via check made to the US Treasury, attached with itemized listing of all customer purchases by line item to include contract number, call number, purchase order number and CLIN number.

(5). **"Distribution Price"** means the firm-fixed price portion of the Contract Unit Price, offered as a dollar amount per unit of issue, rounded up or down to the nearest cent. The Distribution Price is the only method for the Contractor to bill the Government for all aspects of contract performance other than Product Price, including but not limited to the performance requirements of this SOW. The Distribution Price is broken down into Standard and Non-Standard prices. For this acquisition, there will be a total of sixteen (16) Distribution Price Categories. Fifteen (15) of these Categories will include both the Standard Distribution Price component and the Non-Standard Distribution Price component. One (1) Category (Category #16 – Storage and Distribution of Containers (Other than Class I)) will only include the Non-Standard Distribution Price. The Distribution Price Categories are listed elsewhere in the solicitation, and the applicable pricing (both Standard and Non-Standard Distribution Price or only Non-Standard Distribution Price) will be established in the Schedule of Items. These prices are defined below. The contractor shall not include the same performance or cost element in both the standard and non-standard distribution prices.

(a). **Standard Distribution Price:** The standard distribution price is a firm fixed price and offered as a dollar amount, which includes all elements of the unit price, other than the product price and non-standard distribution price. The standard distribution price established at award for each tiered pricing period of the contract shall remain fixed throughout the period to which applicable. All performance under this SOW will be included in the standard distribution price except aspects of performance that are specifically identified as being included in the non-standard distribution price. For FF&V items from a foreign country imported into the local market of Afghanistan, no importer charges shall be included in the standard

PRIME VENDOR AFGHANISTAN

distribution price. The standard distribution price shall also exclude ocean shipping costs referenced in (8) below and performance included in the non-standard distribution price separately priced in the Schedule of Items.

(b). **Non-Standard Distribution Price:** The non-standard distribution price is a fixed price and offered as a dollar amount, which includes all elements of pricing related to performance under Supplies/Services and Prices in Section II - Work to be Performed, of this SOW, or as otherwise specifically stated in the solicitation and statement of work. The non-standard distribution price established at award for each Tiered Pricing Period of the contract shall remain fixed throughout the period to which applicable. The non-standard distribution price shall exclude ocean shipping costs referenced in (8) below and performance included in the standard distribution price separately priced in the Schedule of Items.

(6) **“Ordering Catalog”** means the electronic listing of items and their corresponding contract unit prices available for ordering under this contract.

(7) **“Ordering Month”** means from the Sunday (12:01 AM) of the first full week in a calendar month through the last Saturday (11:59 PM) in that calendar month (Eastern Time ET, standard or daylight as applicable).

(8) **“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 distribution price. The Defense Transportation System is responsible for point-to-point delivery.

(c) **PRICE ADJUSTMENTS:**

(1) General:

(i) All Contract Unit Prices shall be fixed and remain unchanged until changed pursuant to this clause or other applicable provision of the contract. Only the Product price component of the Contract Unit Price is subject to adjustment under this clause. After the first Ordering month, if the Contractor’s Product Price changes for any or all Contract Unit Prices, the Contract Unit Price shall be changed in the next month’s Ordering Catalog upon the Contractor’s request, submitted in accordance with paragraph iii below, by the same dollar amount of the change in the Product price, subject to the limitations in paragraph (d). The price change shall be effective at the beginning of the next Ordering Month. All Ordering Catalog Unit Prices computed in accordance with this clause and in effect when an order is placed shall remain in effect for that order through delivery. DLA Troop Support will be charged the Contract Unit Price in effect at the time of each order regardless of any changes in the unit price occurring in any subsequent Ordering Month. Note the OCONUS Subsistence Prime Vendor (SPV) catalog items which are covered by Manufacturer’s Pricing Agreement(s) (MPA) receive periodic price adjustments when MPAs are updated and therefore are not subject to price adjustments using the actual material costs methodology for non MPA catalog items discussed in this EPA.

(ii) Catalog product prices must be reflective of the prime vendor’s last receipt price (the price of the stock most recently received into the OCONUS inventory). For all distribution categories, when multiple sources are being utilized and more than one manufacturer’s product is receipted prior to a catalog update, the contractor shall

PRIME VENDOR AFGHANISTAN

establish the product price based on the mix of invoices received after the previous changes period. The product price would be derived as follows:

Supplier A – 40% X \$5.70 = \$2.28
Supplier B – 30% X \$5.90 = \$1.77
Supplier C – 30% X \$6.30 = \$1.89
Product Price = \$5.94

(iii) **Updates to the Product Price:** All notices and requests for new item product prices and price changes shall be submitted monthly, no later than 12:00 PM local Philadelphia time on the last Monday of each month for submission not later than 12:00 PM local Philadelphia time on the last Monday of each month, to be effective in the following Ordering Month's Ordering Catalog prices. The Product Price shall have any and all Product Allowance subtractions made prior to presenting the Product Price to DLA Troop Support. The Contractor shall notify the Contracting Officer of its notice/request in the form of an EDI 832 transaction set. The change notice shall include the Contractor's adjustment in the Product Price component of the applicable Contract Unit Price. Upon the Contracting Officer's acceptance of such 832 price changes in accordance with v below, the price change transaction sets will post in the next month's Ordering Catalog and each contract unit price shall be changed by the same dollar amount of the change in the Product Price in the next month's Ordering Catalog.

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

(v) Price change requests that the Contracting Officer questions or finds to be inconsistent with the requirements of this clause shall not be posted until the Contracting Officer specifically authorizes the posting. If the Contracting Officer does not notify the Contractor by close of business local Philadelphia time on the Thursday immediately following the Monday that a price or a price change request is being questioned or has been found to be erroneous, the price change(s) will post to the ordering catalog effective the beginning of the following Ordering Month. The posting of updated prices in the Ordering Catalog, calculated in accordance with this clause, constitutes a modification to this contract. No further contract modification is required to effect this change.

(vi) Should the Contracting Officer determine that, or question whether, a price change request contained an erroneous unit price or price change, or cannot otherwise determine the changed price(s) to be fair and reasonable, such as when the changed price(s) is (are) higher than lower Product Prices for items of comparable quality which are reasonably available to the Government or Contractor from other sources, the Contracting Officer will so advise the Contractor, prior to close of business local Philadelphia time on the Thursday immediately following the Monday. If the Contracting Officer cannot determine a price fair and reasonable, and the Contracting Officer and the Contractor cannot negotiate a fair and reasonable price, the Contracting

PRIME VENDOR AFGHANISTAN

Officer may reject any price change and direct in writing that the item in question be removed from the Contractor's Ordering Catalog, without Government liability. The Contracting Officer may subsequently remove any such item from the Ordering Catalog if the Contractor fails to remove it. The Government has the right to procure such removed items from any alternate source of supply, and the failure of the Contractor to supply such item will be considered a negative instance of performance.

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

(2) Limitations: All adjustments under this clause shall be limited to the effect on Contract Unit Prices of actual increases or decreases in the Product Prices for material. There shall be no upward adjustment for --

(i) Supplies for which the Product Price is not affected by such changes;

(ii) Changes in the quantities of material; and

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

(d) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT:**

The aggregate of contract product price increases for each item under this clause during the contract period inclusive of any option period(s) or tiered pricing period(s) shall not exceed 70% (90% for Fresh Fruits and Vegetables (FF&V)) of the initial Contract product price, except as provided below:

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

(2) If an actual increase in the reference price would raise a contract unit

PRIME VENDOR AFGHANISTAN

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

(e) **DOWNWARD LIMITATION ON ECONOMIC PRICE ADJUSTMENTS:**

There is no downward limitation on the aggregated percentage of decreases that may be made under this clause.

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

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

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

In Personam Jurisdiction for Civil or Criminal Actions brought by the United States Government (DEC 2009)

a. Definitions, as used in this clause,

- (1). Contractor- For purposes of this clause the term "contractor" includes both the contractor and subcontractors at any tier and any employees of the contractor or any subcontractor performing work under or in connection with the contract.
- (2). United States- For purposes of this clause the term "United States" means the 50 States and the District of Columbia. The term does not include any military installation or facility located outside the United States, as so defined.

b. The contractor consents to and, in the event of initiation of an action by the United States, shall also consent at that time to in personam jurisdiction over the contractor by the Federal courts of the United States with respect to any civil or criminal action brought by the United States Government based on any act or failure to act of the contractor in the performance of or otherwise arising from or related to this contract. The contractor further agrees to accept service of process with regard to any such action, failing which the contractor shall be deemed to be subject to the in personam jurisdiction of any Federal court of competent subject matter jurisdiction through operation of this clause.

PRIME VENDOR AFGHANISTAN

- c. Consent to in personam jurisdiction pursuant to this clause shall not operate to deprive or terminate in personam jurisdiction in any other court that otherwise has in personam jurisdiction under applicable law.
- d. Where a cause of action arises from an act or omission occurring outside the United States, in personam jurisdiction shall lie in the United States District Court for the District of Columbia if it cannot be established in another Federal court.
- e. In the event that the value of the contract (including options) equals or exceeds \$5,000,000 and the contractor does not maintain an office in the United States, the contractor shall designate an agent located in the United States for service of process in any action covered by this clause, and provide the name and address of that agent to the Contracting Officer.
- f. The contractor shall include this clause in any subcontracts under this contract, and each subcontractor shall include this clause in any of its subcontracts.
- g. If you wish to opt out of this clause, check here []. Alternate wording may be negotiated with the Contracting Officer.

DLAD 52.246-9044 - SANITARY CONDITIONS (Aug 2008)**(a) Food Establishments.**

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

PRIME VENDOR AFGHANISTAN

(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.

(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>).

PRIME VENDOR AFGHANISTAN

(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>).

(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” clause of the contract.

(b) Delivery Conveyances.

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

PRIME VENDOR AFGHANISTAN

DLAD 52.246-9045 FEDERAL FOOD, DRUG AND COSMETIC ACT-WHOLESALE MEAT ACT (Aug 2008)

(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:**952.222-0001 - PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (JUL 2010)**

(a) All contractors ("contractors" refers to both prime contractors and all 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.

PRIME VENDOR AFGHANISTAN

(b) Contractors are also required to comply with the following provisions:

(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 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, including requirements for visas and work permits.

(c) 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.

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

952.223-0001 - REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS (JUL 2010)

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

Report the following information:

Contract Number

Contract Description & Location

Company Name

Reporting party:

Name

Phone number

e-mail address

Victim:

PRIME VENDOR AFGHANISTAN

Name
Gender (Male/Female)
Age
Nationality
Country of permanent residence
Incident:
Description
Location
Date and time
Other Pertinent Information

In accordance with AI 25.1103-101, JCC-I/A clause 952.225-0001, Arming Requirements and Procedures for Personal Security Services Contractors and for Requests for Personal Protection, shall be included in all contracts with performance in Iraq or Afghanistan.

(1) Iraq: The OPARC maintains copies of all necessary approval documents that must be completed and submitted to MNC-I for approval. Staffing of arming approval is the responsibility of the requiring activity.

(2) Afghanistan: All necessary documents shall be submitted by the Customer for approval through the RC-E CG. Once approved, the responsible RCC/Division Chief shall be provided and maintain copies of all necessary approval documents completed by the requiring activity prior to contract execution.

952.225-0001- ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION (AUG 2010)

(a) **General.** Contractor and its subcontractors at all tiers that require arming under this contract agree to obey all laws, regulations, orders, and directives applicable to the use of private security personnel in Iraq and Afghanistan, including U.S. CENTCOM, United States Forces – Iraq (USF-I) and United States Forces – Afghanistan (USFOR-A) Commander orders, instructions and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, who will seek individual authorization to be armed under the provisions of this contract (requests for blanket authorization for groups or organizations will not be approved), comply with the contents of this clause and with the requirements set forth in the following:

- (1) DODI 3020.50, *Private Security Contractors (PSCs) Operating in Contingency Operations*;
- (2) DODI 3020.41, *Program Management for Acquisition and Operational Contract Support in Contingency Operations*;
- (3) DFARS 252.225-7040, *Contractor Personnel Supporting a Force Deployed Outside the United States*;
- (4) Class Deviation 2007-O0010, Contractor Personnel in the United States Central Command Area of Responsibility
- (5) USFOR-A, FRAGO 09-206, *Outlines Management of Armed Contractors and Private Security Companies Operating in the Combined Joint Operating Area - Afghanistan (CJOA-A)*

PRIME VENDOR AFGHANISTAN

- (6) USF-I OPORD 10-01, Annex C, Appendix 13
- (7) U.S. CENTCOM Message, *USCENTCOM Policy and Delegation of Authority for Personal Protection and Contract Security Service Arming of DoD Civilian Personnel and Contractors for Iraq and Afghanistan*, dated 23 Dec 2005
- (8) U.S. CENTCOM Message, *Modification to USCENTCOM Civilian and Contractor Arming Policy and Delegation of Authority for Iraq and Afghanistan*, dated 07 Nov 2006
- (9) U.S. CENTCOM Message, *Modification 3 to USCENTCOM Civilian and Contractor Arming Policy and Delegation of Authority in Iraq and Afghanistan*, dated 09 Jun 2009

(b) **Required Government Documentation.** An O-6 or GS-15 (or above) from the unit requesting the contractor security shall provide a description of the following to the arming approval authority via the contracting officer representative (COR) in sponsoring each individual request for arming (under paragraph (c) below:

- (1) The specific location where the PSC employee will operate;
- (2) The persons and/or property that require protection;
- (3) The anticipated threat;
- (4) The requested weapon type(s), including serial number when possible;
- (5) The reason current security/police forces are unable to provide adequate protection; and
- (6) Verification, under paragraph (e) below, that background checks have been conducted and that no records were found of convictions or other acts that should be known to the arming authority.

(c) **Required Contractor Documentation.** Contractors and their subcontractors at all tiers that require arming approval shall provide to the arming approval authority via the COR consistent documentation (signed and dated by the employee and employer as applicable) for each of their employees who will seek authorization to be armed under the contract as follows:

- (1) **Weapons Qualification/Familiarization.** All employees must meet the weapons qualification requirements on the requested weapon(s) established by any DoD or other U.S. government agency, Law of Armed Conflict (LOAC); Rules for the Use of Force (RUF), as defined in the U.S. CENTCOM Policy, dated 23 December 2005; and distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.
- (2) Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.
- (3) Written acknowledgement by the individual of the fulfillment of training responsibilities and the conditions for the authorization to carry firearms. This document includes the acknowledgement of the distinctions between the ROE applicable to military forces and RUF that control the use of weapons by DoD civilians, DoD contractors and PSCs.

PRIME VENDOR AFGHANISTAN

(4) Written acknowledgement signed by both the armed employee and by a representative of the employing company that use of weapons could subject both the individual and company to U.S. and host nation prosecution and civil liability.

(5) A copy of the contract between the contractor's company and the U.S. Government that verifies the individual's employment and addresses the need to be armed.

(6) One (1) copy of a business license from the Iraqi or Afghani Ministry of Trade or Interior;

(7) One (1) copy of a license to operate as a PSC (or a temporary operating license) from the Ministry of Interior;

(d) The contractor will submit to the COR a communications plan that, at a minimum, sets forth the following:

(1) The contractor's method of notifying military forces and requesting assistance where hostilities arise, combat action is needed or serious incidents have been observed;

(2) How relevant threat information will be shared between contractor security personnel and U.S. military forces; and

(3) How the contractor will coordinate transportation with appropriate military authorities.

(e) Prior to requesting arming approval, the contractor will submit to the COR an acceptable plan for accomplishing background checks on all contractor and subcontractor employees who will be armed under the contract. The contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan and which will be documented and furnished to the COR upon completion):

(1) Use one or more of the following sources when conducting the background checks: Interpol, FBI, Country of Origin Criminal Records, Country of Origin U.S. Embassy Information Request, CIA records, and/or any other records available;

(2) Verify with USF-I or USFOR-A, as applicable, that no employee has been barred by any commander within Iraq or Afghanistan; and

(3) All local nationals and third country nationals will voluntarily submit to full biometric enrollment in accordance with theater biometric policies within 60 days of their arming request. While biometric collection and screening is voluntary, CORs will immediately notify the arming approval authority of any individuals who do not meet this requirement and any arming authorization will be revoked until all requirements are met.

PRIME VENDOR AFGHANISTAN

(f) ***Penalties for Non-Compliance.*** Failure of contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force, training, arming authorization, and incident reporting requirements may result in the revocation of weapons authorization for such employee(s). Where appropriate, such failure may also result in the total revocation of weapons authorization for the contractor (or subcontractor) and sanctions under the contract, including termination.

(g) ***Criminal and Civil Liability.*** Arming of contractor or subcontractor employees under this contract may subject the contractor, its subcontractors, and persons employed by the same, to the civil and criminal jurisdiction of the U.S. and Host Nation. "Host Nation" refers to the nation or nations where services under this contract are performed.

(h) ***Lapses in Training or Authorization.*** Failure to successfully retrain an employee who has been properly authorized to be armed under this contract within twelve (12) months of the last training date will constitute a lapse in the employee's authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon and authorization letter to the contractor and will remain unarmed until such time as they are retrained and newly approved by the arming authority. Additionally, the arming authority's authorization letter is valid for a maximum of twelve (12) months from the date of the prior letter (unless authorization is earlier invalidated by a lapse in training).

(i) ***Authorized Weapon & Ammunition Types.*** Unless DCDRUSCENTCOM (or a designee) expressly provides otherwise, all arming requests and authorizations for contractor or subcontractor employees under this contract shall be limited to U.S. Government-approved weapons and ammunition. Notwithstanding Host Nation laws or regulations that would allow use of heavier weapons by contract security/PSC, all DoD security service / PSC contractors must have weapons approved by DCDRUSCENTCOM (or a designee) before use. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the U.S. Government for use in Iraq and Afghanistan:

- (1) The M9, M4, M16, or equivalent (e.g. .45 CAL, AK-47).
- (2) The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.
- (3) U.S. government Ball ammunition is the standard approved ammunition.

(j) ***Requirements for Individual Weapons Possession.*** All employees of the contractor and its subcontractors at all tiers who are authorized to be armed under this contract must:

- (1) Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (c) and subsequently authorized to carry;
- (2) Carry weapons only when on duty or at a specific post (according to their authorization);

PRIME VENDOR AFGHANISTAN

- (3) Not conceal any weapons, unless specifically authorized;
- (4) Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer; and
- (5) IAW USCENCOM G.O. #1, consumption of alcohol in Iraq or Afghanistan is prohibited. In the event of a suspension or an exception to G.O. #1, employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period when they will be armed. There are no circumstances under which a person will be authorized to consume any alcoholic beverage when armed for personal protection.

(k) ***Weapons/Equipment Restrictions and Responsibilities.*** Unless otherwise provided, the U.S. Government will not provide any weapons or ammunition to contractors, their subcontractors, or any employees of the same. The Contractor will provide all weapons and ammunition to those employees that will be armed under the contract. The contractor and its subcontractors at all tiers will also provide interceptor body armor, ballistic helmets, and the Nuclear, Biological, and Chemical (NBC) protective masks to those employees that require such equipment in the performance of their duties.

(l) ***Rules for the Use of Force (RUF).*** In addition to the RUF and ROE training referenced in paragraph (c), the contractor and its subcontractors at all tiers will monitor and report all activities of its armed employees that may violate the RUF and/or otherwise trigger reporting requirements as serious incidents. Prompt reporting demonstrates a desire by the contractor and its subcontractors to minimize the impact of any violations and, therefore, will be given favorable consideration. Violations of the RUF include, though are not limited to:

- (1) Taking a direct part in hostilities or combat actions, other than to exercise self-defense;
- (2) Failing to cooperate with Coalition and Host Nation forces;
- (3) Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm;
- (4) Failing to use a graduated force approach;
- (5) Failing to treat the local civilians with humanity or respect; and
- (6) Detaining local civilians, other than in self-defense or as reflected in the contract terms.

(m) ***Retention and Review of Records.*** The Contractor and all subcontractors at all tiers shall maintain records on weapons training, LOAC, RUF and the screening of employees for at least six (6) months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the Contracting Officer or designated representative, at no additional cost to the government, within 72 hours of a request.

(n) ***Contractor Vehicles.*** Vehicles used by contractor and subcontractor personnel in the course of their security duties shall not be painted or marked to resemble U.S./Coalition or host nation military and police force vehicles.

PRIME VENDOR AFGHANISTAN

(o) ***Quarterly Reporting.*** The prime contractor will report quarterly (i.e. NLT 1 January, 1 April, 1 July and 1 October for each quarter of the calendar year) to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer, the following information under this contract:

- (1) The total number of armed civilians and contractors;
- (2) The names and contact information of its subcontractors at all tiers; and
- (3) A general assessment of the threat conditions, adequacy of force numbers, and any problems that might require a change to force levels. Note: this information is in addition to the information the contractor promises to immediately provide under the communications plan referenced at paragraph (d).

952.225-0002 - ARMED PERSONNEL INCIDENT REPORTS (SEP 2010)

(a) All contractors and subcontractors in the United States Forces-Iraq (USF-I) or United States Forces-Afghanistan (USFOR-A) theater of operations shall comply with and shall ensure that their personnel supporting USF-I or USFOR-A forces are familiar with and comply with all applicable orders, directives, and instructions issued by the respective USF-I or USFOR-A Commanders relating to product protection and safety.

(b) **IRAQ:** Contractors shall provide all incidents and use of weapons firing incidents to the USF-I Contractor Operations Cell (CONOC) as soon as practical, based upon the situation, and submit a written report to CONOC within 4 hours. The initial report shall include the name of the company, location of the incident, time when the incident occurred, a brief description of the events leading up to the incident, and a company point of contact. A follow-up, comprehensive written report shall be provided to the CONOC within 96 hours of the incident. Reports shall be submitted to CONOC at: mncic3conoc@iraq.centcom.mil; DSN 318-435-2369; Iraqna 0044 203 286 9851 or 0044 203 239 5894; or Skype: MNCICONOC.

(c) **AFGHANISTAN:** Contractors shall immediately report all incidents and use of weapons through their Contracting Officers Representative (CORs) who will notify the Contracting Officer. Contracting Officers are responsible to notify the PARC-A Chief of Operations and the JOC @ USFOR-A (JOC SHIFT DIRECTOR, DSN: 318-237-1761) Information should include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. The PARC-A Chief of Operations in coordination with the JOC will issue guidance for further reporting requirements.

(d) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response forces, based upon the situation. In the event contractor personnel are detained by U.S. or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the contractor's name, the contract number, a contractor management POC, and the phone number of the CONOC/JOC Watch.

PRIME VENDOR AFGHANISTAN

**952.225-0003 - FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS
(NOV 2010)**

(a) 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 location. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

(b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (ie. ARCENT, AFCENT, 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 protective's 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 ≥ 40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological 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 USCENTCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(c) 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

PRIME VENDOR AFGHANISTAN

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.

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

(e) 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 4 June 2008, 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.

- (1) Inpatient daily rate: \$2,041.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.
- (2) Outpatient visit rate: \$195.00. This includes diagnostic imaging, laboratory, pathology, and pharmacy provided at the medical facility.

952.225-0004 - COMPLIANCE WITH LAWS AND REGULATIONS (JUL 2010)

(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and 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 operations and fragmentary orders, instructions, policies and directives.

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault. Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

(c) Contractor employees may be ordered removed from secure military installations or the theater of operations by order of the senior military commander of the battle space for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.

(d) Contractor employees performing in the USCENTCOM Area of Responsibility (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10

PRIME VENDOR AFGHANISTAN

U.S.C. Sec. 801, et al)(UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.

(e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

(f) Contractors shall immediately notify military law enforcement and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony 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.

952.225-0005 - MONTHLY CONTRACTOR CENSUS REPORTING (JUL 2010)

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFARS DFARS 252.225-7040 or DFARS DOD class deviation 2007-O0010.

PRIME VENDOR AFGHANISTAN

952.225-0006 - CONTRACT DELIVERY REQUIREMENTS (JUL 2010)**REQUIRED DELIVERY DATE:** __ Various _____

CONTRACTOR DELIVERY LOCATION: __ Various _____

POINT-OF-CONTACT RESPONSIBLE FOR INSPECTION & ACCEPTANCE:

Name: __ Various _____

Phone No.: _____ email: _____

FINAL DELIVERY DESTINATION: _____ Various _____

POINT-OF-CONTACT AT FINAL DESTINATION: _____ Various _____

Name: _____

Phone No.: _____ email: _____

REQUIRING ACTIVITY: _____ Authorized Customers _____**952.225-0009 – MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR THIRD COUNTRY NATIONALS OR LOCALLY HIRED EMPLOYEES OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR) (NOV 2010)**

(a) Contractors, and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National (TCN), and U.S. employees, working on bases have been screened for and do not currently have active tuberculosis (TB).

(1) Contractors may initially utilize a testing method of either a chest x-ray or TB skin test (TST), depending on the originating country a contracted employee.

(i) Chest x-rays (CXR's), symptom survey, and Body Mass Index (BMI) shall be taken, and TSTs administered within 12 months prior to the start of deployment/employment. Contractors are required to bring in a physical copy of the pre-employment CXR film as it is the only way to verify interval changes should an active case of TB occur.

(A) Third Country Nationals (TCNs) and Local Nationals (LNs) cannot be screened with the TST. They need the pre-employment screening with a quality CXR, Body Mass Index (BMI) and symptom survey

(B) Small-Risk Nationals (SRNs), those with less than 25 TB cases per 100,000 persons annually (mostly expats from Europe and US), can be screened via the TST.

(ii) Annual re-screening for TCNs, and LNs will be performed with a CXR conducted by the Contractors medical provider or local economy provider, who will look for interval changes from prior CXR's and review any changes in the symptom survey.

PRIME VENDOR AFGHANISTAN

- (iii) SRN's do not require annual TB re-screening. However, for a TB contact investigation, a TST or Interferon Gamma Release Assay (IGRA) is required.
- (iv) For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history, BMI, and CXR. All cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) physician and/or TB Consultant as soon as possible. TB reporting is required within 24 hours to the PM POC. Contact tracing, and medical coding have specific requirements. All Small-Risk National (SRN) contract personnel are required to be MEDEVAC'd out of theater, at the contractor's expense, for treatment of active TB, after consultation with the Theater PM or TB Consultant at the USF-I Surgeon's office. For SRN personnel, the contractor is responsible for management and compliance with all prescribed public health actions.
- (v) Screening may be performed either by a licensed medical provider from the local economy or by the contractors' licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.
- (2) TB screening and documentation is a requirement prior to receiving badges to work in the Iraq Joint Operations Area. A copy of the TB screening documentation shall be provided to the responsible Base Operations Center (BOC) prior to issuance of base access badges.
- (b) Contractor employees, including subcontractors at any tier, who work in positions where they are working in food service, water and ice production facilities, shall have current Typhoid and Hepatitis "A" (full series) immunizations in accordance with the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years), in addition to the required TB tests. The contractor medical provider must complete a pre-placement examination to include a stool sample test for ova and parasites, and annual medical screening form or equivalent for food service, ice and water production workers.
- (c) Proof of individual employee vaccinations shall be provided to the Contracting Officer and COR showing that their employees and their subcontractor employees at any tier have received the above vaccinations. The contractor shall maintain their employees' vaccination records for examination by the Contracting Officer. The contractor shall ensure that their subcontractors at any tier maintain their respective employees' vaccination records for examination by the Contracting Officer.
- (d) The contractor is responsible for management and compliance with all prescribed public health actions regarding TB in the contracted personnel. The contractor also bears the responsibility of ensuring that adequate health management for TB (screening / diagnosis / treatment / isolation) is available at the contractor's chosen health care provider for their contracted and subcontracted personnel.

NOTE: Contractors are reminded of the requirement to comply with their contract and all regulatory guidance (DoD Instructions/Regulations, Federal Acquisition

PRIME VENDOR AFGHANISTAN

Regulation/Defense Federal Acquisition Regulation Supplement, and FRAGO's) as applicable regarding Medical Screening and Vaccination Requirements.

952.225-0011 – GOVERNMENT FURNISHED CONTRACTOR SUPPORT (JUL 2010)

The following is a summary of the type of support the Government will provide the contractor, on an "as-available" basis. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence.

U.S. Citizens Accompanying the Force

- | | | |
|--|--|--|
| <input type="checkbox"/> APO/FPO/MPO/Postal Services | <input checked="" type="checkbox"/> DFACs | <input checked="" type="checkbox"/> Mil Issue Equip |
| <input type="checkbox"/> Authorized Weapon | <input type="checkbox"/> Excess Baggage | <input checked="" type="checkbox"/> MILAIR |
| <input type="checkbox"/> Billeting | <input type="checkbox"/> Fuel Authorized | <input checked="" type="checkbox"/> MWR |
| <input type="checkbox"/> CAAF | <input checked="" type="checkbox"/> Govt Furnished Meals | <input checked="" type="checkbox"/> Resuscitative Care |
| <input checked="" type="checkbox"/> Controlled Access Card (CAC)/ID Card | <input type="checkbox"/> Military Banking | <input checked="" type="checkbox"/> Transportation |
| <input type="checkbox"/> Commissary | <input type="checkbox"/> Military Clothing | <input type="checkbox"/> All |
| <input type="checkbox"/> Dependents Authorized | <input type="checkbox"/> Military Exchange | <input type="checkbox"/> None |

Third-Country National (TCN) Employees

- | | | |
|--|--|--|
| <input type="checkbox"/> APO/FPO/MPO/Postal Services | <input checked="" type="checkbox"/> DFACs | <input checked="" type="checkbox"/> Mil Issue Equip |
| <input type="checkbox"/> Authorized Weapon | <input type="checkbox"/> Excess Baggage | <input checked="" type="checkbox"/> MILAIR |
| <input type="checkbox"/> Billeting | <input type="checkbox"/> Fuel Authorized | <input checked="" type="checkbox"/> MWR |
| <input type="checkbox"/> CAAF | <input checked="" type="checkbox"/> Govt Furnished Meals | <input checked="" type="checkbox"/> Resuscitative Care |
| <input checked="" type="checkbox"/> Controlled Access Card (CAC)/ID Card | <input type="checkbox"/> Military Banking | <input checked="" type="checkbox"/> Transportation |
| <input type="checkbox"/> Commissary | <input type="checkbox"/> Military Clothing | <input type="checkbox"/> All |
| <input type="checkbox"/> Dependents Authorized | <input type="checkbox"/> Military Exchange | <input type="checkbox"/> None |

Local National (LN) Employees

- | | | |
|--|--|--|
| <input type="checkbox"/> APO/FPO/MPO/Postal Services | <input checked="" type="checkbox"/> DFACs | <input checked="" type="checkbox"/> Mil Issue Equip |
| <input type="checkbox"/> Authorized Weapon | <input type="checkbox"/> Excess Baggage | <input checked="" type="checkbox"/> MILAIR |
| <input type="checkbox"/> Billeting | <input type="checkbox"/> Fuel Authorized | <input checked="" type="checkbox"/> MWR |
| <input type="checkbox"/> CAAF | <input checked="" type="checkbox"/> Govt Furnished Meals | <input checked="" type="checkbox"/> Resuscitative Care |
| <input checked="" type="checkbox"/> Controlled Access Card (CAC)/ID Card | <input type="checkbox"/> Military Banking | <input checked="" type="checkbox"/> Transportation |
| <input type="checkbox"/> Commissary | <input type="checkbox"/> Military Clothing | <input type="checkbox"/> All |
| <input type="checkbox"/> Dependents Authorized | <input type="checkbox"/> Military Exchange | <input type="checkbox"/> None |

952.225-0013 CONTRACTOR HEALTH AND SAFETY (NOV 2010)

(a) Contractors shall comply with all National Electrical Code (NEC 2008), Specifications as outlined, and MIL Standards and Regulations. All infrastructure to include, but not limited to, living quarters, showers, and restrooms shall be installed and maintained in compliance with these standards and must be properly supported and staffed to ensure perpetual Code compliance, prevent hazards and to quickly correct any hazards to maximize safety of those who use or work at the infrastructure (NEC Table 352.20). Specifically, the use of magnetic ballasts in lighting for new construction or replacement of existing magnetic ballasts during refurbishment, alterations or upgrades with new magnetic ballasts is prohibited. The government has the authority to enter and inspect contractor employee living quarters at any time to ensure the prime contractor is complying with safety compliance standards outlined in the 2008 National Electric Code (NEC).

PRIME VENDOR AFGHANISTAN

(b) The contractor shall correct all deficiencies within a reasonable amount of time of contractor becoming aware of the deficiency either by notice from the government or a third party, or discovery by the contractor. Further guidance on mandatory compliance with NFPA 70: NEC 2008 can be found on the following link <http://www.nfpa.org>.

952.225-0016 – CONTRACTOR DEMOBILIZATION (NOV 2010)

(a) Full demobilization of contractors and subcontractor(s) in the Iraq/Afghanistan Combined/Joint Operations Area (CJOA) is critical to Responsible Drawdown. The prime contractor is required to submit a demobilization plan to the Contracting Officer a minimum of 30 days prior to the end of the contract performance period or when requested by the Contracting Officer. The demobilization plan shall address, as a minimum, the following procedures detailed below. The procedures outline specific guidance to ensure a timely and responsible exit from Iraq. Prime contractors are responsible and accountable to ensure their subcontractor(s) at all tiers comply with responsible and timely exit from Iraq immediately following contract performance completion or termination.

(1) Exit from Iraq: The prime contractor shall follow the exit guidance issued by the United States (U.S.) Embassy Baghdad and shall ensure subcontractor(s) at all tiers also follow the exit procedures. The prime contractor is responsible to remain cognizant of Iraqi laws regarding exit from Iraq. Currently, all foreigners traveling out of Iraqi airports via commercial air transportation must have exit visas. Department of Defense, U.S. Forces-Iraq, Letters of Authorization (LOAs), and/or Embassy Badges are no longer the accepted means of exiting Iraq. All U.S. citizens and foreign national contractors must obtain an Iraqi exit sticker before departing the country. The exit sticker may be obtained from selected police stations or Ministry of Interior (MOI) offices. It is the prime contractor's responsibility to ensure that the most recent exit procedures are followed and to ensure that subcontractor(s) at all tiers are in compliance with exit procedures. Assistance for this procedure may be obtained by e-mailing baghdadregmgt@state.gov or phone 240-553-0581, ext 2782 or ext 2092.

(2) Letter of Authorization (LOA): The prime contractor is responsible for demobilizing its workforce, including subcontractor employees at all tiers, and all contractor owned and subcontractor owned equipment out of theater as part of the prime contractor's exit strategy. This exit strategy must include reasonable timeframes starting with the end of the contract performance period and not exceeding 30 days. The Contracting Officer has the authority to extend selected LOAs up to, but not exceeding 30 calendar days after the contract completion date to allow the prime contractor to complete demobilization of its workforce and contractor owned equipment, as well as subcontractor(s) workforce and owned equipment, out of the Iraq/Afghanistan CJOA. The prime contractor shall notify the Contracting Officer a minimum of 30 days prior to the end of the contract period to request up to a 30-day extension of selected LOAs beyond the contract completion date to complete demobilization. The request shall include at a minimum:

- (i) the name of each individual requiring a new LOA;
- (ii) the number of days for the LOA (no more than 30 calendar days); and

PRIME VENDOR AFGHANISTAN

(iii) justification for the request (e.g., what function the individual(s) will be performing during the demobilization period).

The Contracting Officer may request additional information for an LOA extension. Any LOA extension granted beyond the contract completion date shall not exceed 30 days and the contractor is not entitled to additional compensation for this period. If approved by the contracting officer, this is a no cost extension of an employee's LOA due to demobilization and in no way is an extension of the contract performance period.

(3) Badging: The prime contractor is responsible to ensure all employee badges, including subcontractor employees at all tiers, are returned to the local Access Control Badging Office for de-activation and destruction. The prime contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If a prime and/or subcontractor employee's badge is not returned, the prime contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the U.S. Failure to return employee badges in a timely manner may result in delay of final payment.

(4) Contractor Controlled Facility Space: If the prime contractor has entered into a Memorandum of Understanding with the Installation Mayor or Garrison for site space, buildings, facilities, and/or Containerized Housing Units (CHU) to house prime and/or subcontractor employees (at all tiers), the prime contractor is responsible to notify the Installation Mayor or Garrison Commander of intent to vacate at least 90 calendar days prior to the end of the contract performance period. All United States Government (USG) provided property in the prime contractor's possession must be returned to the USG in satisfactory condition. The prime contractor is responsible and liable for any and all damages to USG property caused by prime and/or subcontractor employees, and shall be further liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the USG in returning prime contractor and/or subcontractor facilities including surrounding site to a satisfactory condition, including expenses incurred in physically moving property, trash, and refuse from such premises, removing/ remediating hazardous wastes on the premises, and repairing structures, buildings, and facilities used by the prime contractor and/or subcontractor. The prime contractor shall provide notification to the Installation Mayor or Garrison Commander to perform an inspection of all facilities as soon as practicable, but no more than 30 days, after the end of the contract period. If damages are discovered, the prime contractor shall make the necessary repairs. The prime contractor shall notify the Installation Mayor or Garrison Commander for re-inspection of the facilities upon completion of the repairs. If the Installation Mayor or Garrison Commander inspects the property, site space, buildings, facilities, and/or CHUs and finds they have not been properly cleaned, cleared, and/or environmentally remediated, or if the prime contractor fails to repair any damages within 30 calendar days after the end of the contract performance period, the final contract payment shall be reduced by the amount of the specified damages/repairs or the expenses incurred by the USG to properly clean, clear, and/or environmentally remediate the premises.

PRIME VENDOR AFGHANISTAN

(5) Government Furnished Equipment/Materials: The prime contractor is responsible to return all USG furnished equipment, as defined in Federal Acquisition Regulation (FAR) Part 45, clauses 52.245-1, 52.245-2, and 52.245-5, if included in the contract. Prime contractors who are not in compliance with the FAR, Defense Federal Acquisition Regulation Supplement, Department of Defense Directives and Instructions, United States Forces-Iraq (USF-I) FRAGO's, United States Forces-Afghanistan (USFOR-A) FRAGOs, policies, or procedures will be responsible and liable for damages to the government property. The prime contractor may apply for a "relief of responsibility" from the Contracting Officer anytime during the contract performance period. A joint inventory shall be conducted of the equipment by the prime contractor, USG representative, and the Contracting Officer or their representative, within 10 calendar days after the end of the contract performance period. The prime contractor shall report lost, damaged or destroyed property immediately to the Contracting Officer, but no later than the joint inventory at the end of the contract period. If the prime contractor fails to report lost, damaged or destroyed equipment or materials during the contract performance period, the prime contractor shall be responsible for the replacement and/or repair of the equipment or materials. The replaced equipment shall be new, of the same quality, and shall perform at the same functional level as the missing piece of equipment. If the prime contractor fails to repair and/or replace damaged or missing equipment, the final payment shall be reduced by the appropriate amount of the specified damages or cost to replace missing equipment with new.

(6) Synchronized Predeployment Operational Tracker (SPOT): The prime contractor is responsible to close out the deployment of personnel, including subcontractor employees at all tiers, at the end of the contract completion period and to release the personnel from the prime contractor's company in the SPOT database. The release of employee information must be accomplished no more than 30 calendar days after the end of the contract completion date.

(7) Accountability of Prime and Subcontractor Personnel: Whether specifically written into the contract or not, it is the expectation of the USG that for any persons brought into Iraq for the sole purposes of performing work on USG contracts, contract employers will return employees to their point of origin/home country once the contract is completed or their employment is terminated for any reason. If the prime contractor fails to re-deploy an employee, or subcontractor employee at any tier, the USG shall notify the U.S. Embassy Baghdad, to take appropriate action. Failure by the prime contractor to re-deploy its personnel, including subcontractor personnel at any tier, at the end of the contract completion date, could result in the contractor being placed on the Excluded Parties List System (EPLS) and not be allowed to propose on future U.S. contracts anywhere in the world.

(b) CENTCOM Contracting Command (C³) and external agencies will utilize all available contracting remedies to guarantee compliance with demobilization requirements. Such actions include, but are not limited to withholding payment, issuing a cure notice, issuing a negative Contractor Performance Assessment Reporting System (CPARS) evaluation, reduction of award fee, debarment, reimbursement of U.S. Government expenses, and/or any other legal remedy available to a contracting officer. The USG reserves the right to **withhold payment** from the prime contractor not in compliance with the above procedures included herein. Additionally, the Contracting Officer shall document all unresolved contractor compliance issues in CPARS, which

PRIME VENDOR AFGHANISTAN

shall have an adverse past performance affect on future contracts with the USG, anywhere in the world.

952.233-0001 JCC-I/A AGENCY PROTEST PROGRAM (MAR 2009)

(a) This solicitation may be protested to the issuing Contracting Office for decision by the Contracting Officer or by the Chief of the Regional Contracting Center if authority has been withheld. If requested, an independent review of an Agency Protest decision is available through appeal to the Principal Assistant Responsible for Contracting (PARC) in accordance with FAR 33.103. A JCC-I/A is a "PROTEST TO THE AGENCY," within the meaning of FAR 33.103. The JCC-I/A Agency Protest Program is intended to encourage interested parties to seek resolution of their concerns within JCC-I/A, rather than filing a protest with the Government Accountability Office (GAO) or other external forum. After an interested party files an Agency Protest with the Contracting Officer and while that protest is pending, the protestor agrees not to file a protest with the GAO or other external forum. If a protest is filed with an external forum on the same solicitation as the Agency Protest, the Agency Protest will be dismissed.

(b) An interested party may file a written protest to the Contracting Officer under the JCC-I/A Agency Protest program for contract solicitations issued by JCC-I/A. Such Agency Protests are limited to objections to any of the following:

- (1) A solicitation or other request by an agency for offers for a contract for the procurement of property or services.
- (2) The cancellation of the solicitation or other request.
- (3) An award or proposed award of the contract.
- (4) A termination or cancellation of an award of the contract, if the written objection contains an allegation that the termination or cancellation is based in whole or in part on improprieties concerning the award of the contract.

(c) *Voluntary Automatic Stay*. This provision describes the circumstances under which JCC-I/A voluntarily agrees to stay performance of a contract in consideration of a decision by an interested party to file an Agency Protest, as permitted by FAR 33.103(f)(4).

- (1) In a standard post-award agency protest, the agency must not proceed with contract performance, pending resolution of the protest. This is known as an "automatic stay" and it mirrors the stay required under a timely post-award protest to the GAO under 31 U.S. Code 3553(c) and FAR 33.104(c) (a "Competition in Contracting Act (CICA) Stay"). However, if the agency determines that performance must proceed, based upon the criteria set forth in FAR 33.103(f)(1), the automatic stay may be overridden. This is known as an automatic stay "override."
- (2) The CICA stay applies only if the GAO protest is filed within 10 days from notice of award, or within 5 days of a required debriefing. A firm may file a JCC-I/A Agency Protest and, if it is dissatisfied with the agency's protest decision, may wish to file a follow-on GAO protest. Under normal circumstances, a protester that goes to the GAO after receiving an adverse agency decision will find that the GAO may take jurisdiction and actually render a recommendation, but that the CICA Stay no longer applies.

PRIME VENDOR AFGHANISTAN

- (3) The JCC-I/A voluntarily agrees to stay performance of a contract when an interested party files a timely protest under the JCC-I/A Agency Protest Program. Should the interested party disagree with the Contracting Officer's or RCC/Division Chief's resolution of an Agency Protest, it may appeal to the Principal Assistant Responsible for Contracting (PARC) or utilize another protest forum. The JCC-I/A Voluntary Automatic Stay extends the protester's right to preserve the status quo pending resolution of all protests with respect to a particular contract action. In return for the protester's initially filing its protest as an Agency Protest instead of with the GAO, the contracting officer agrees that, if the protester ultimately disagrees with the Contracting Officer or RCC/Division Chief's decision and files a GAO protest, the agency will agree not to proceed with performance just as it would have done if the protester had filed its protest with the GAO right from the start. This means that in an Agency Protest, the agency may override the stay under the same standards and circumstances as would have applied if the protest had originally been filed with the GAO. Nothing in this provision adversely affects an interested party's rights to protest a contract action to the GAO, or to seek other relief related to the action.
- (4) However, an appeal and review of the Contracting Officer's Agency Protest decision by the PARC will not extend the GAO's timeliness requirements. Therefore, any subsequent protest to the GAO must be filed within 10 days of receipt of the Contracting Officer's Agency Protest decision.
- (d) An Executive-Level Agency protest may be filed with the Contracting Officer designated in paragraph (g) of this provision for resolution of protests.
- (e) For the purpose of filing a JCC-I/A Agency Protest, an interested party means an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.
- (f) An Agency Protest must include the protester's name, address and telephone number, including fax number or e-mail address; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a detailed statement of all legal and factual grounds for protest (mere disagreement with the decisions of Contracting Officers does not constitute grounds for protest), including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protester and must state it is an Agency Protest for decision by the Contracting Officer.
- (g) JCC-I/A Agency Protests, as defined in FAR 33.101, may be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from DLA Troop Support, Philadelphia, PA 19111.

FAR 52.212-5 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (APR 2011)

- (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:

PRIME VENDOR AFGHANISTAN

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

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

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (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:

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

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

____ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

____ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

X (6) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

____ (7) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).

____ (8) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

____ (9) [Reserved]

____ (10) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

PRIME VENDOR AFGHANISTAN

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

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

___ (11) (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.

_X _ (12) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

_X _ (13) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)

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

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

___ (iv) Alternate III (July 2010) of 52.219-9.

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

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

___ (16) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (17) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (18) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (19) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

_X _ (20) 52.219-28, Post Award Small Business Program Representation (Apr 2009) (15 U.S.C. 632(a)(2)).

PRIME VENDOR AFGHANISTAN

___ (21) 52.219-29, Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).

___ (22) 52.219-30, Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).

X (23) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (24) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

X (25) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

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

X (27) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

X (28) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

X (29) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

X (30) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

___ (31) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (32) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

_ (33) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (34) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

PRIME VENDOR AFGHANISTAN

___ (ii) Alternate I (Dec 2007) of 52.223-16.

X (35) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (Sep 2010) (E.O. 13513).

___ (36) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (37) (i) 52.225-3, Buy American Act --Free Trade Agreements -- Israeli Trade Act (Jun 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-301, 109-53, 109-169, 109-283, and 110-138).

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

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

___ (38) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (39) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (40) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (41) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (42) 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)).

___ (43) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (44) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

___ (45) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (46) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

___ (47) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

PRIME VENDOR AFGHANISTAN

___ (48) (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:

___ (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) (Sep 2009) (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 (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (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 (Feb 2009) (41 U.S.C. 351, *et seq.*).

___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction,

PRIME VENDOR AFGHANISTAN

until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(e)

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

(iii) [Reserved]

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

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

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

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

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

PRIME VENDOR AFGHANISTAN

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

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

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

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

DFARS 252.212-7001 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2011)

(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.

__X__ 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.

(1) __X__ 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) __X__ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

PRIME VENDOR AFGHANISTAN

- (3) ☒ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (OCT 2010) (15 U.S.C. 637).
- (4) ☐ 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).
- (5)(i) ☒ 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582). (**NOTE**: Applies to FSC 89).
- (ii) ☐ Alternate I (DEC 2010) of 252.225-7001.
- (6) ☐ 252.225-7008,
Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).
- (7) ☐ 252.225-7009,
Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011) (10 U.S.C. 2533b).
- (8) ☒ 252.225-7012,
Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).
- (9) ☐ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (10) ☐ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (DEC 2010) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (11)(i) ☒ 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note). (**NOTE**: the following FSC's apply: 72, 73, 81, and 85. The Berry Amendment does not apply to the applicable FSC's.)
- (ii) ☐ Alternate I (SEP 2008) of 252.225-7021.
- (iii) ☐ Alternate II (DEC 2010) of 252.225-7021.
- (12) ☐ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (13) ☐ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (14)(i) ☐ 252.225-7036, Buy American Act—Free Trade Agreements—Balance of Payments Program (DEC 2010) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

PRIME VENDOR AFGHANISTAN

- (ii)___ Alternate I (JUL 2009) of 252.225-7036.
- (iii)___ Alternate II (DEC 2010) of 252.225-7036.
- (iv)___ Alternate III (DEC 2010) of 252.225-7036
- (15) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (16) X 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- (17) ___ 252.227-7015, Technical Data—Commercial Items (MAR 2011) (10 U.S.C. 2320).
- (18) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (19) X 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (20) X 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (21) ___ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)
- (22) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (23) ___ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Public Law 111-84).
- (24)___ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).
- (25)(i) X 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) X Alternate I (MAR 2000) of 252.247-7023.
- (iii) ___ Alternate II (MAR 2000) of 252.247-7023.
- (iv) ___ Alternate III (MAY 2002) of 252.247-7023.

PRIME VENDOR AFGHANISTAN

(26) 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:

(1) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).

(4) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(5) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

DFARS 252.225-7997 ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RELATING TO ALLEGED CRIMES BY OR AGAINST CONTRACTOR PERSONNEL IN IRAQ AND AFGHANISTAN (DEVIATION 2010-O0014) (AUG 2010)

(a) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (c) below, any alleged offenses under—

(1) The Uniform Code of Military Justice (chapter 47 of title 10, United States code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or a contingency operation); or

(2) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(b) The Contractor shall provide to all contractor personnel who will perform work on a contract in Iraq or Afghanistan, before beginning such work, information on the following:

(1) How and where to report an alleged crime described in paragraph (a) of this clause.

(2) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (a) of this clause.

PRIME VENDOR AFGHANISTAN

- (c) The appropriate investigative authorities to which suspected crimes shall be reported include the following officials—
- (i) US Army Criminal Investigations Division at <http://www.cid.army.mil/reportacrime.html>;
 - (ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;
 - (iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>; or
 - (iv) To the command of any supported military element or the command of any base.
- (d) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at (800) 424-9098 or www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

DFARS 252.246-9999 SAFETY OF FACILITIES, INFRASTRUCTURE AND EQUIPMENT FOR MILITARY OPERATIONS (DEVIATION) (APR 2010)

- (a) *Definition.* “Discipline Working Group,” as used in this clause, means representatives from the DoD Components, as defined in MIL-STD-3007F, who are responsible for the unification and maintenance of the Unified Facilities Criteria (UFC) documents for a particular discipline area.
- (b) The Contractor shall ensure, consistent with the requirements of the applicable inspection clause in this contract, that the facilities, infrastructure, and equipment acquired, constructed, installed, repaired, maintained, or operated under this contract comply with Unified Facilities Criteria (UFC) 1-200-01 for—
- (1) Fire protection;
 - (2) Structural integrity;
 - (3) Electrical systems;
 - (4) Plumbing;
 - (5) Water treatment;
 - (6) Waste disposal; and
 - (7) Telecommunications networks.
- (c) The Contractor may apply a standard equivalent to or more stringent than UFC 1-200-01 upon a written determination of the acceptability of the standard by the Contracting Officer with the concurrence of the relevant Discipline Working Group.

PRIME VENDOR AFGHANISTAN

STATEMENT OF WORK

SUPPLIES/SERVICES AND PRICES

I. INTRODUCTION

- A. DLA Troop Support intends to enter into a fixed-price Indefinite Delivery Indefinite Quantity Contract (IDIQ), with Economic Price Adjustments, with a full line food distributor who will act as a contractor responsible for the supply and delivery of semi-perishable and perishable items. The contractor 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, beverages & juices (non-dispenser), fresh fruits and vegetables, non-food items and Government Furnished Material (GFM) such as Unitized Group Rations (UGR's,) Meal, 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).
- B. The purpose of this solicitation is for the DLA Troop Support to establish an IDIQ commercial contract to provide subsistence products to the military and other federally funded customers within Afghanistan. Other customers including other non-Department of Defense (DOD) customers may also be added as required over the life of any resultant contract. An IDIQ 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. Military activities within the area to be supported under this solicitation have been designated a contingency operation 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 zone. The contractor bears all risk and responsibility for personal injury or death of its employees or agents, or subcontractor employees or agents, or for any damage to, loss of or demurrage of equipment during the transportation of product into and within Afghanistan.
- C. The terms "contractor" and "prime vendor", as well as the terms "purchase order" and "delivery order" are used interchangeably throughout this Statement of Work. Additionally, the terms "Attachments 1 and 3" and "Schedule of Items" are used interchangeably throughout this Statement of Work.
- D. Prices are to be submitted, and payment will be made, in U.S. dollars.
- E. The contractor will deliver to locations throughout Afghanistan. Private Security is presently authorized; however, any award made against this solicitation will require new authorization. The contractor is responsible to honor the provisions of clause DFARS 252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside The United States (Mar 2006), Class Deviation 2007-O0010 Contractor Personnel in U.S. Central Command Area of Responsibility (OCT 2007), JCC-I/A CLAUSE 952.225-0001 Arming Requirements and Procedures for Private Security Company (PSC) Contracts, Personal Security Detachment (PSD) Contracts and for Request for Personal Protection in Iraq and Afghanistan (AUG 2010) and all clauses which may supplement or supersede it.

PRIME VENDOR AFGHANISTAN

- F. The Government intends to **make one award**. The contract shall be for a term of 66 months, with three separate pricing tiers. The first tier shall be for a 30 month period (inclusive of a 6 month ramp-up period followed by a 24-month performance period); the second tier shall be for the following 18 month performance period; the third and final tier shall be for another 18 month performance period.
- G. All performance under this SOW will be included in the Standard Distribution Price except aspects of performance that are specifically identified as being included in the Non-Standard Distribution Price. As detailed below, Product Price is distinct from and not to be included in either Distribution Price.

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

Travel in Afghanistan remains dangerous. Various forms of terrorist and criminal elements remain active. Military operations continue. Attacks against military and civilian targets continue throughout Afghanistan. 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 zone.

This contract requires delivery to 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 as follows:

Total estimated sales for the contract (66 months): \$10,000,000,000. The total maximum estimated dollar value including all pricing tiers and surge is \$30,000,000,000.

Note: The estimated sales volume was developed using troop strength projections and locations. This estimate does not commit the Government to orders above the guaranteed minimum ordering amount specified elsewhere in the solicitation, nor does it provide a basis for equitable adjustment if actual orders under the contract do not approximate the estimate.

Current delivery points and sales volume for the Afghanistan Area of Responsibility are as follows. (NOTE: The number of delivery points and distribution of sales volume are both subject to change)

	Delivery Points	Sales Volume (%)
Regional Command – North	12	4%
Regional Command – East	122	55%
Regional Command – South	59	38%
Regional Command - West	12	3%
Total	205	100%

PRIME VENDOR AFGHANISTAN**B. Local Market Ready (LMR) Type Items:**

The contractor must have the ability to perform delivery of fresh fruits and vegetables (FF&V) and various fresh market ready items such as dairy and bakery products from local Outside the Continental United States (OCONUS) approved sources. A detailed plan of action must be submitted with your proposal to include the use of airlifts to bring in product from out of country.

Based on customer requirements reflected during cataloging, the contractor will select local market ready (LMR) contractors from the CENTCOM listing for approved local contractors. If no contractor is identified for a particular requirement, the contractor will source and request Veterinary Command (VETCOM) inspection for his designated local source. Supplier audits are conducted in coordination with VETCOM procedures. The contractor shall verify that its contractors are approved and located on the CENTCOM listing.

Estimated market ready items and their usage quantities are listed in the schedule of items and are included in the total estimated annual sales dollars.

C. 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, December 2009) which is located herein.

The contractor shall also request approval in writing from the Contracting Officer prior to adding non-domestic items to the ordering catalog. The contractor 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 the operations within the area covered by this solicitation no longer qualifies as a contingency operation, since this will necessitate a phase out of foreign products which may be in the pipeline. If this area no longer holds a contingency operation designation, adherence to the routine provisions of the Berry Amendment (DFARS 252.225-7012), as incorporated in this solicitation, will be in effect.

PRIME VENDOR AFGHANISTAN**D. Product Transfers**

DLA Troop Support contractors will be permitted to transfer product between one another based on their own agreements. However, this is only to occur in unusual or emergency circumstances. The receiving contractor must catalog the item(s) at the actual unit price as defined in this solicitation which is equal to the selling contractor's product price plus the receiving contractor's distribution price. If the receiving contractor paid the selling contractor more than the unit price, the difference between the unit price and the selling contractor's price may 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 contractors. The Contracting Officer will determine price reasonableness on the additional expense and the Contracting Officer's decision shall be final.

E. Inventory & Warehouse Management

The contractor will be required to perform inventory and warehouse management functions and to position a full line of food and beverage, and non-food items into its warehouse(s). The Government will not reimburse the contractor for expired or excess inventory during the life of the contract or after the contract has expired.

It is estimated that the contractor will be required to maintain a minimum of 60 days of supply of contractor product at all times at its OCONUS warehouse location(s). It is estimated that the following number of American sized pallet spaces (48 X 40 inches) will be required to meet the solicitation requirements:

	Contractor Product	Operational Rations	Total
Dry	35,000	20,000	55,000
Frozen	25,000	5,000	30,000
Chill	5,000	0	5,000
Total	65,000	25,000	90,000

These estimates were developed using current contract data adjusted by troop strength projections. The contractor will be responsible for developing its own average monthly demands (AMD) and determining stocking needs accordingly. The contractor is responsible for arranging ocean transportation through DLA Distribution New Cumberland, Pennsylvania and loading sea vans at its Continental United States (CONUS) facility. The contractor is responsible for arranging transportation at its Outside the Continental United States (OCONUS) facilities through the 595th Transportation Battalion, Navy Support Activity in Bahrain.

The contractor 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 delivery orders received to the final delivery point(s).

PRIME VENDOR AFGHANISTAN**F. Contracting Officer's Representative (COR):**

It is estimated that a minimum of three (3) CORs will be stationed at the contractor's main Distribution Facility during office hours. Additional CORs may be needed during the life of the contract. The contractor is required to provide an office (approximately 150 square feet) at each of its main distribution facilities, with a self-closing, tight-fitting door, capable of being locked. This office must be within or adjacent to the Contractor's facility. Other requirements include (at minimum) a desk and chair, electricity, temperature control, as well as normal housekeeping services, use of the rest rooms, and a parking space.

The contractor will be required to provide life support for the CORs. This support will provide for, but is not limited, to the following support items: cell phones, non-tactical, up-armored vehicles, security from one part of the warehouse to another, etc. It is estimated that this support will be priced at approximately \$100,000 per year.

This office will be secured. It must be located within or adjacent to the Contractor's facility with a self-closing, tight-fitting door, capable of being locked. Other requirements include (at a minimum): 3 computers, 3 office workstations, 3 chairs, 2-two door cabinets, 2 filing cabinets, 1 small refrigerator, 2 laser jet printers, 1 paper shredder (low volume simple office shredder), 1 business quality document scanner, 1 copy machine, electricity, temperature control, normal housekeeping services, use of the rest rooms, and 3 parking spaces.

The chart below represents the minimum office space and equipment requirements that must be provided to the CORs:

Secure Office & Work area (approx. 150 sq ft) capable of being locked	1 Laser Jet Printer, Black and White
3 Computers with monitors. (minimum requirement: DLA – Current Versions of Microsoft Office, Acrobat Professional (read/write), Form Flow, Explorer, Battery back-up, internet access, and IT support.	3-12" wide wall lockers with locks for personal item storage
Paper Shredder, low volume simple office shredder	3 desks w/drawers and chairs or equivalent
2 Large Filing Cabinet	1 Couch, coffee table for break room
1 Microwave Oven Large	1 Refrigerator Large
1 Copy Machine	Commercial stand up chill box for frozen sample thawing/slacking
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)	3 parking spaces
6 sets, Freezer Coat/pants (for working in freezers)	4 Cutting Boards, commercial quality 18"x24"x3/4"
Business quality document scanner	3 butcher knives
3 boning knives	3 Spoons, plain bowl, basting
Stone, sharpening	3 Spatulas, Stainless Steel
3 Metal Tongs, commercial 12" minimum	3 Pans, Cooking (18" and 12")
3 Pots, Cooking Round (14qt, 8qt, and 4qt)	3 Pans, Baking Sheet (7330-00-633-8905)
1 Can Opener, Mounted (7330-00-205-3151)	Ruler, Machinist's Steel Rule; graduated to 1/8", 1/16", 1/32", and 1/64", 12" long, 5220-00-234-5224
1 Drill, 1/4". Cordless (Model 7078/1898 or equivalent) needed for internal temperature of frozen product	Metal Sieve with Catch Pan (USA Testing Sieve, A.S.T.M. -9450 E-11, Spec sizes No. 8 & 20 (for sifting products when looking for insects or spec req
3 Gauge, compound pressure, vacuum, dial (6685-00-806-9300)	3 Small Trash receptacles for office

PRIME VENDOR AFGHANISTAN

Miscellaneous Kitchen utensils, plates, cups, cleaning supplies	3 Large Trash Cans
Temperature control, as well as normal housekeeping services	Use of the rest rooms

G. Afghanistan Command, Control, and Support Programs**1. Customer Service Representative (CSR) Program:**

The contractor CSR is of utmost importance to the success of Subsistence Prime Vendor (SPV) operations. The contractor shall treat the Government as one of their best customers therefore; any favorable treatment and/or customer service policy given to other accounts shall also be given to the customers covered under this contract. The contractor CSR serves as the first-line of interface with customers. All customer interfacing contractor personnel that are required to communicate in any way with the customer and DLA are required to use and be proficient in English. Contractor customer service management must have the authority to make decisions to support effective and timely support operations within the context of normal contractual requirements. The contractor will ensure that communications concerning delivery order actions, issues, and concerns are funneled appropriately as required from and to the respective customer, the applicable military logistics commands, and DLA. The contractor will include DLA on all day-to-day correspondence and communications between the customer and contractor within the context of the contract (i.e. normal Delivery Order action such as substitutes, dispatch notices, invoicing, customer service feedback, normal Class I problem resolution actions, etc.). The contractor will divert and escalate issues that are not within the scope of the contract directly to the DLA Troop Support Contracting Officer. Contractor managers may be required to visit the Contracting Officer at DLA Troop Support on a semi-annual basis to discuss contract-related matters.

As a minimum, the below command and control programs must be established for Afghanistan support. The name of the representative(s) and their telephone number, e-mail address, or any other method of communicating shall be furnished within 30 days after award. During the contract, any changes to personnel must be furnished within seven (7) days to the DLA Troop Support Contracting Officer for approval.

- a. Customer Service Representative (CSR) Program. The CSRs responsible for the day-to-day processing of Customer Delivery Orders (i.e. normal Delivery Order actions such as substitutes, dispatch notices, invoicing, customer service feedback, normal Class I problem resolution actions, emergency service requirement, product quality complaints, shipping discrepancies, and damaged product, etc.). The CSRs will respond to customer correspondence with as up-to-date status information as possible, and reply to customer inquiries using value added call/e-mail center CRM approaches. The contractor will ensure customers have (immediate or at least same-day) ability to track Delivery Order statuses. The Customer Service Representative (CSR) Program will be part of the standard distribution price. CSRs must be assigned to maintain continuous contact with the customers and attend scheduled management meetings. The Government requires, at a minimum, one (1) CSR per 20 DoDAACs. Additionally, for product other than Class I, one (1) additional CSR will be required.

PRIME VENDOR AFGHANISTAN

- b. Contractor Operations and Customer Service Managers. Manage the daily operations while analyzing strategic level recommendations in a logistical operation that poses an extremely high degree of unpredictability and complexity. Maximizes adaptation to emerging issues and professionally manages logistical support and problem resolution within the context of the contractual requirements. Supervises and is responsible for all departments throughout the entire end-to-end (E2E) supply-chain and Delivery Order fulfillment from EDI receipt thru invoicing close-out to include real-time Delivery Order tracking for Customers. The Government requires, at a minimum, four (4) Customer Service Managers. Each Customer Service Manager will be responsible for five (5) Customer Service Representatives.
- c. The contractor will provide a minimum of three (3) USTRANSCOM - support / CSRs or dependent upon task to support analysis, at least one full time (dedicated) supply-chain CSR to oversee the Defense Transportation System (DTS) process as discussed herein. This CSR requirement is for OCONUS warehouse and/or DTS management which is in addition to the Afghanistan CSR requirement.
- 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 / contractor communication when necessary.
- e. The contractor will be required to attend, provide information and problem resolution for and directly participate in customer meetings, seminars, and conferences. Examples include the quarterly ARCENT and CJOA-A ESC Food Service Management Board (FSMB) and the weekly JSC-A/military senior logistics command Class I meetings. DLA will approve the meetings that the contractor will attend and the contractor will provide information requests to DLA for agenda topics. The contractor will not attend any meetings without the approval of DLA. The contractor will provide official notes for meetings attended.

The Customer Service Representative (CSR) Program will be included in the standard distribution price.

2. Airlifts: (Emergency Airlifts from Out of Country to contractor's OCONUS distribution facility)

NOTE: Emergency airlifts – the Government is entitled to an equitable adjustment in the standard distribution price if emergency airlifts are caused by contractor's lack of planning.

The contractor will be required to execute emergency airlifts to meet requirements that cannot be fulfilled by traditional means (trucks) due to time constraints or ground conditions. There are air tenders in place through TRANSCOM. Additionally, the contractor 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 contractor. The contractor will seek guidance from the Contracting Officer prior to selecting the method of airlift to ensure that it is in the best interest of the Government.

PRIME VENDOR AFGHANISTAN

Some examples of occasions where contractors will be required to use emergency airlifts are but not limited to:

- a. Border closures.
- b. Contingencies in the AOR.
- c. Military exercises.
- d. Unforeseen changes in troop personnel at bases.
- e. Addition of new customers/requirements that will need support before the relatively long lead-time normally needed to source product from the United States.

It is estimated that 0.5 percent (%) of the total sales volume for Afghanistan will require emergency airlifts.

Emergency Airlifts from Out of Country to the contractor's OCONUS distribution facility will be part of standard distribution price.

3. Afghanistan Inbound / Outbound Transportation: (Inbound Airlifts to the contractor's OCONUS distribution facility and Airlifts / Ground Deliveries from the contractor's OCONUS distribution facility to all delivery points within Afghanistan).
 - a. The contractor will be required to execute airlifts using either rotary or fixed wing aircraft in order to meet requirements that cannot be fulfilled by traditional means (trucks) due to factors such as customer locations, weather, road conditions and/or insurgent activity.
 - b. The contractor should take into consideration that operational security within Afghanistan, to include the impact of weather conditions, can change with little or no notice.
 - c. Material transported by aircraft shall be downloaded as quickly as possible, but there is no defined time limit for downloading aircraft. Due to the fact that Afghanistan is a contingency zone, conditions on the ground could affect downloading timeframes.
 - d. Conditions on the ground (i.e., weather or insurgent activity) can change with little or no notice. At times, product may have been already packaged and is ready for shipment. U.S. Government will not be liable for the costs of the material, product or delivery due to schedule changes.
 - e. A detailed plan of action must be submitted with your proposal.

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

4. Government Furnished Material (GFM)

Contractors 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, in accordance with FAR 52.245-1 (AUG 2010). The U.S. Government reserves the right to modify the type of GFM to be accounted for to include: First Strike Rations (FSRs), Meal, Ready-To-Eat (MREs), and Unitized Group Rations – A Option (UGR-As).

PRIME VENDOR AFGHANISTAN

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 contractor and converted to GFM at the time of warehouse receipt. The product shall remain in the contractor's inventory as GFM until it is ordered by the customer. When the product is received into inventory, the contractor shall submit a manual invoice 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.

- | | |
|---|------------------|
| a. Unitized Group Rations: | NSN: |
| 1) UGR Heat and Serve (UGR-H&S) | Various |
| 2) UGR-A Option (UGR-A) | Various |
| 3) UGR-Express (UGR-E) | Various |
| b. Individual Feeding Rations: | |
| 1) Meal Ready-to-Eat (MRE) | 8970-00-149-1094 |
| 2) Long Range Patrol Ration (LRP) | 8970-01-467-1749 |
| 3) Meal Cold Weather (MCW) | 8970-01-467-1753 |
| 4) First Strike Ration (FSR) | 8970-01-543-3458 |
| 5) Meal Alternative Regionally Customized (MARC) | 8970-01-499-7645 |
| 6) Meal Religious Kosher | 8970-01-E10-0001 |
| 7) Meal Religious Halal | 8970-01-E10-0002 |
| 8) Meal Religious Kosher for Passover | 8970-01-524-8003 |
| c. Health and Comfort Pack (HCP): | |
| 1) HCP Type 1 | 8970-01-368-9154 |
| 2) HCP Type 2 | 8970-01-368-9155 |
| 3) HCP Type 3 | 8970-01-487-7488 |
| d. Offerors are to refer to the Operational Rations Handbook, located at http://www.dscp.dla.mil/subs/rations/rations_book.pdf , for item descriptions, box dimensions, box cubes, pallet cubes, etc. | |

The contractor shall store product in properly refrigerated rooms or areas that have been inspected and approved by VETCOM, as appropriate. The contractor shall not commingle Government owned and nongovernment owned product on the same pallet. Product shall be stored at temperatures between 31.5 degrees Fahrenheit and 50.0 degrees Fahrenheit at humidities of 75% or less. The contractor shall maintain a permanent record of temperature and humidity using automatic recording devices, maintained and calibrated in accordance with MIL-STD-3006 Department of Defense Standard Practice Sanitation Requirements for Food Establishments dated June 2008, page A-3, table III, subpart C and DLAM 4145.12 Joint Service Manual (JSM) For Storage and Materials Handling dated April 1994, page 5-40, paragraph (b), page 5-43, paragraph (a) and page 5-46, paragraph (5)(a). The records shall be kept starting with the receipt of the first shipment and maintained on file for six months after the last shipment is outbound.

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

Estimated GFM distribution quantities are identified on the schedule of items.

PRIME VENDOR AFGHANISTAN

Estimated GFM Storage, open case inspection, labeling and disposal requirements for the contract period are identified as follows. GFM estimates were developed using current contract data adjusted by troop strength projections. GFM actual requirements may be increased or decreased based on the actual conditions on the ground.

GFM Description	Unit of Measure	Qty
Storage UGR H&S	CS	315,000
Storage UGR-A Semi-Perishable (2 CS per UOM)	CS	1,300,000
Storage UGR-A Perishable Group Rations	CS	1,200,000
Storage UGR-E	CS	960,000
Storage MRE	CS	3,300,000
Storage LRP	CS	60,000
Storage MCW	CS	110,000
Storage FSR	CS	715,000
Storage MARC	CS	135,000
Storage Meal, Religious	CS	925,000
Storage HCP	CS	45,000
Open Case Inspection	CS	7,000
Open Case Re-Work	CS	7,000
Labeling/Re-Labeling	CS	2,000
Disposal	CS	500

Government Furnished Material (GFM) will be included in the non-standard distribution price.

5. Storage and Distribution of Containers (Other than Class I):

a. General Information:

- 1) The contractor shall be able to receipt, store, distribute and return the Government-owned twenty foot containers. The products within the containers will be Government-owned items of supply for the U.S. Military and other authorized DLA customers located in Afghanistan. The contractor shall assume responsibility for the containers and their contents at the contractor's facility in accordance with FAR 52.245-1 (AUG 2010).
- 2) The contractor shall have the ability to receive and maintain at least 2,000 twenty foot containers at any time.
- 3) The contractor shall provide physical material distribution services (visual receipt inspection including digital photographs of the contents, stow, care of supplies in storage, inventory accountability, issue, transportation/delivery and retrograde). This includes all management, personnel and supervision, in addition to materials, tools, material handling equipment and transportation.
- 4) Containers will be received, stored and issued without any breakdown of the container's contents. The estimated weight of each container will be between

PRIME VENDOR AFGHANISTAN

10,000 and 13,500 pounds each. The contractor shall establish a location marking system which will identify unique staging locations for each container.

- 5) Containers will originate from a variety of government and commercial CONUS and OCONUS locations delivered to the contractor's facility in theater. Twenty-foot containers will be utilized. Contractor shall provide for static security in accordance with CENTCOM regulations (<http://www.centcom.mil/>) and safeguarding of the containers and their contents. The contractor shall inspect incoming containers for visible damage. The contractor shall reseal the container, and annotate the seal number on the documentation along with the staging location and the condition of the material.
- 6) The contractor shall stow the container and record the Transportation Control Number (TCN) and contents (NSN and quantity) on a spreadsheet. Information will be provided to DLA Troop Support electronically on a daily, or as needed basis. The contractor shall conduct quarterly physical wall-to-wall location surveys to include a manual reconciliation of containers Due-in/Shipped and report to DLA Troop Support.
- 7) The contractor shall establish and implement a plan to care for supplies in storage to prevent damage to the assets while stored outside in closed containers. Container integrity shall be maintained. The contractor shall issue, and ship container(s) as designated by DLA Troop Support representative. It is anticipated the primary delivery locations will be but not limited to locations throughout Afghanistan. It is estimated that 20 trucks will depart the contractor's warehouse per day, but specific requirements might involve more trucks.
- 8) In addition to other identified customer service representatives, the contractor will be required to provide at least one customer service representative to maintain continuous contact with the DLA Troop Support representative and other designated US representative. This will be a full-time or part-time person as conditions warrant and as directed by the Contracting Officer. All customer service representatives are required to be proficient in English, and MUST have the authority to make binding decisions on behalf of the Contractor 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 to the Contracting Officer.
- 9) Care of Supplies in Storage and Stock Readiness: The contractor shall complete any required/requested location survey and/or physical inventory within 48 hours of the survey being generated. The contractor shall conduct routine surveillance of the containers to include unsealing the container as needed to air or provide for preventative measures to maintain the material in condition code "A" (Ready for Issue). All surveillance on the material shall be recorded on the transaction register spreadsheet.

PRIME VENDOR AFGHANISTAN**b. Pricing**

- 1) Storage per TEU rate is required while the container is in the contractor's facility post downloaded from the Ocean Carrier and or positioned for retrograde. The offeror will provide its storage and distribution rate per TEU in Category 16 of non-standard distribution on Attachments 2 and 4. This includes but is not limited to: In and Out Handling – This includes all costs for work and labor associated with handling each incoming container, storing the container; visual inspection, ventilating as required, maintaining inventory integrity, advising DLA Troop Support of status and preparing the container for outgoing shipment from the contractor's facility to a customer destination.
- 2) The contractor will be required to submit separate invoices to the Contracting Officer in the frequency indicated below for the payment of the non-standard distribution price relating to Storage and Distribution of Containers (other than Class I).
- 3) Each invoice, submitted by the contractor, must 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 Subsistence Total Ordering and Receipt System (STORES) using local stock numbers designated for itemized billing/costs, receipted, invoiced, billed and paid. Detailed support documentation must be submitted with each invoice. Manual invoices will be authorized for payment biweekly or monthly as indicated below. Monthly invoices and supporting documentation shall reflect a complete calendar month; e.g. January 1 through January 31, and must be submitted to the Contracting Officer no later than the 15th day of the following month; e.g. February 15. Payment will be authorized at the end of each month.
- 4) The supporting documentation referenced above shall include: an electronic spreadsheet of the NSN, staging location, the TCN, the date the container was staged, the material condition, the date material condition was identified, the seal number on the container, the date the new seal number was applied, the new seal number and the name/identification of the individual physically handling the process. Each transaction shall be recorded and maintained to provide a manual transaction register for historical accountability and as a manual reconciliation.

Storage and Distribution of Containers will be included in the non-standard distribution price.

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

- a. The contractor is required to provide a Global Positioning System (GPS) that provides real-time close monitoring of all assets to include bobtails, flatbeds, shipment containers, reefers, non-tactical vehicles, etc. used to distribute Delivery Orders in the contact zone. The contractor will provide the customer real-time ability to see Delivery Order statuses via the established system (BCS3, RF-ITV Web Server, contractor RF-ITV system, etc.). The bobtails, flatbeds, shipment containers, reefers, non-tactical vehicles, etc. are required to be tagged with GPS devices. The contractor is also required to provide vehicle tracking data into the military's Radio

PRIME VENDOR AFGHANISTAN

Frequency-In Transit Visibility (RF-ITV) system. The contractor shall provide an interface between their GPS and the military RF-ITV system to allow for data transfer from contractor to the US Military regarding vehicle location in theater. The following information shall be available:

- 1) Vehicle Departure from Origin Data (including mission and Cargo RFID reference (when RFID tagged), or fully-expressed cargo level 6 detail (when non-RFID tagged).
 - 2) Vehicle Location data for ITV between contractor and final destination.
 - 3) Vehicle Arrival to Destination information.
 - 4) Vehicle Return Notification,
 - 5) Notification of AVL or Bob-tail change, container changes (i.e. also includes consolidation of containers on ne trailer).
- b. The integration between the contractor's GPS and the military RF-ITV is limited to contractor vehicles and associated foodstuff shipments within the Subsistence Prime Vendor (SPV) contract Afghanistan operations. The contractor GPS shall interface with the US Military's RF-ITV system as XML data, transmitted over a secure internet connection (HTTPS). This information will be in the form of an asynchronous transmission from the contractor to RF-ITV and corresponding acknowledgement of received data from RF-ITV to contractor. The following control features shall be implemented:
- 1) Acknowledgement by the RF-ITV system for each data set that is sent by the GPS regarding the contractor vehicles in theater,
 - 2) The contractor shall support an "initialize feed" pull by RF-ITV where the data set transmitted to RF-ITV represents the current fleet/deliveries in operation at that point in time,
 - 3) Following unsuccessful transaction pull (i.e. no acknowledgement received by contractor from RF-ITV), the RF-ITV system will continue indefinitely to re-attempt connect/pulls with the contractor web service. The contractor is responsible for storing/maintaining unpulled (queued up) transactions for up to 48 hours, after which time a re-initialization pull will be required to "catch up" RF-ITV with the contractor data.
- c. It is estimated that typical reporting frequency of contractor vehicles serving military needs in Afghanistan will be 4 to 6 positions per day per vehicle. The GPS and interface capabilities are required to be tested during the contract implementation phase and functional when the first order is placed with the contractor for an Afghanistan customer. In the event of interface changes initiated by the contractor, additional related costs associated with maintaining the level of integration outlined above will be borne by the contractor. The Government has the option to utilize new features introduced in future contractor GPS upgrades.

PRIME VENDOR AFGHANISTAN

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

7. Private Convoy Security

a. Private Convoy Security is authorized for the existing contract; however, any award made against this solicitation will require new authorization. Comprehensive Private Convoy Security services, which the contractor is required to provide, include: vehicles, convoy commanders, guards, regional LNO's 24 hour operation center, critical incident and medical response teams and live feed Command and Control and Situation Reporting.

b. Should the Government of Afghanistan change Private Convoy Security requirements, and in order to monitor current issues and announcements, the contractor shall refer to the following International Security Assistance Force (ISAF) website for details of such changes: <http://www.isaf.nato.int/>.

c. The contractor shall submit to DLA Troop Support Individual Arming Packages for all the Private Convoy Security staff in accordance with CENTCOM Policy.

d. All personnel data must be input by the contractor into the Synchronized Pre-deployment and Operational Tracker (SPOT) system and the Biometric Automated Toolset System (BATS), IAW CENTCOM guidance. Submit SPOT application assistance questions to the Customer Support Team at 717-506-1358 or SPOT@technisource.com. The POC for BATS information will be provided post award.

e. 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.

f. Prior to initial departure of convoys which employ Private Convoy Security, the contractor is required to submit to the DLA Troop Support Contracting Officer Representative the process that will be used to ensure integrated communications between the customer, the military base and contractor's private security team.

g. Prior to departure of convoys which employ Private Convoy Security, the contractor is required to submit to the DLA Troop Support -COR's a Convoy Status Report. This report must also include the names of the Private Security Force employees that will be working the convoy.

h. Currently, there are four (4) threat levels in the Afghanistan Area of Responsibility (AOR). Each respective threat level will be used in the assessment by the contractor when determining how many guards, drivers, and security vehicles will be required for each truck in the convoy.

The four (4) threat levels are defined as follows:

T1: Low risk of terrorist attacks

T2: General risk of terrorist attacks

PRIME VENDOR AFGHANISTAN

T3: Elevated risk of terrorist attacks

T4: Severe / High risk of terrorist attacks

- i. There is also a fundamental requirement to ensure that Private Convoy Security services are provided by a fully-licensed and law-abiding company, inclusive of both an Operations and Business license issued by the Government of Afghanistan, with the requisite oversight and management to successfully undertake the level of compliance required by the governments of Afghanistan and the United States.

Performance of Private Convoy Security will be included in the non-standard distribution price.

8. Static Security:

- a. The Contractor is required to maintain static site security at any contractor distribution facility it operates or uses that is located in Afghanistan. The required site security must be sufficient to ensure the safety, integrity and reliability of the supply chain, including people, product and equipment. Security services include vehicle and pedestrian Entry Control Point (ECP) search; foot patrols; static posts (perimeter watch towers), Critical Incident Response teams, and any other key capabilities required to ensure facility physical security.
- b. The static security plan will be regularly subjected to inspection, review, and approval by US military Product Protection personnel. The plan will be reviewed against the framework of the "CENTCOM Contractor Arming Policy Checklist" (<http://www.centcom.mil/>). The plan and individual arming packages must be submitted no later than 60 days after award notification.

Static Security will be part of the standard distribution price.

9. Inbound Transportation from the Southern Caucasus / Central and Southern Asian States (SC / CASA) (Shipment of product from SC / CASA to the contractor's OCONUS distribution facility)

The contractor will be required to execute deliveries from the SC / CASA states into the contractor's OCONUS distribution network. Unlike normal delivery processes, currently, there are no TRANSCOM USC06 transportation rates in place for these routes. However, if TRANSCOM USC06 transportation rates become available at any time throughout the life of the contract, the contractor shall immediately use DTS to transport their product in lieu of arranging their own transportation. The Prime Vender will also be responsible for all customs clearance from the point of debarkation through to the contractor's OCONUS distribution facility(s). The customs clearance process is as follows:

- a. The document used to request customs exemption is called a "Muaffi Nama."
- b. The contractor's shipping agent prepares the Muaffi Nama (In Dari and/or Pashto languages).
- c. The contractor will provide a copy of the original invoice, bills of lading, and the Muaffi Nama to the COR.

PRIME VENDOR AFGHANISTAN

- d. The COR will forward the documents, along with a Customs Clearance Request (CCR) Memo to the United States Embassy.
- e. The United States Embassy prepares a Diplomatic Letter (Dip note) to the Afghanistan Government, requesting the items be allowed to enter Afghanistan.
- f. The contractor shipping agent will carry the entire packet to the Ministry of Foreign Affairs, who will approve it.
- g. The packet will then go to the Ministry of Finance, customs exemption committee, who will enter it into the database and approve the entry into Afghanistan.
- h. The contractor's trucks will pick up T-1 forms at the border as they enter the country.

Inbound Transportation from the SC / CASA states will be included in the non-standard distribution price.

10. The Afghanistan First Program:

The Afghanistan First Program, as implemented herein, provides a way for prime contractors to provide developmental assistance to VETCOM inspected and approved Afghanistan businesses for value-added services and/or products. The Afghanistan First initiative is also designed to encourage participation and growth opportunities for Afghanistan-owned / based businesses that will participate in carrying out the requirements of the contract.

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

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

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

11. Afghanistan National Employment

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

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

PRIME VENDOR AFGHANISTAN

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

III. 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 contractor will be required to add FSOS items to their catalog.

IV. TRANSPORTATION

- A. The Government reserves the right to use the system that provides the best services to our customers; the following provisions apply:
1. The contractor will be required to ship the products from the United States within the United States Defense Transportation System (DTS). Offerors will use established Government routes under the Universal Services Contract (USC) with the United States Transportation Command (USTRANSCOM). The Contractor will contact the DLA Distribution, New Cumberland, Pennsylvania Transportation Planning, via the 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 the specified CONUS manufacturer, if the product is source-loaded at the manufacturer's production or distribution facility; or CONUS distribution facility, if the products of various manufacturers are consolidated at a consolidator's distribution facility, to the contractor's OCONUS distribution facility(s) in Afghanistan. This transportation method is known as "Point to Point" delivery.
 2. The DLA Distribution Representative, in coordination with the contractor representative, will ensure the necessary arrangements for ocean transportation, bookings and freight forwarding to the contractor's OCONUS facility, unless otherwise specified in the contract.
 3. Shipping Instructions for the contractor will be available via a web site. The site will be provided to the contractor upon award. The contractor 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 each individual OCONUS Distribution Facility. Full vanload quantities is defined as container utilization of at least 85% by weight (lbs) or volume (cubic ft). Containers that contain less than 85% capacity must be approved by the Contracting Officer, prior to being booked in DTS. Justification for less than 85% full must be submitted at the time of request.

PRIME VENDOR AFGHANISTAN

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 specified CONUS manufacturer or CONUS distribution facility. The contractor 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 contractor’s OCONUS Distribution Facility(s) by a USTRANSCOM carrier.
6. In order to enforce this requirement, the contractor shall assign a customer representative to the contract, who will be solely responsible to oversee this process.
7. Contractor responsibility under the DTS transportation method: the contractor 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 contractor 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 contractor 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 contractor 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 DLA Distribution in order to avoid additional charges caused by unavailability of product. If such charges are incurred, it will be the responsibility of the contractor to cover such charges and not the Government.
8. DLA Troop Support has been advised by USTRANSCOM that the average “Point to Point” delivery time to Afghanistan is sixty (60) days (to cities such as: Bagram, Kabul, Herat, Kandahar, and Shindad). NOTE: Add an additional 30 days average for containers crossing the Chaman border. 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 claims for cost relating to delays in transportation or other transportation-related issues 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. The contractor is responsible for arranging transportation at its OCONUS facilities through the 595th Transportation Battalion, Navy Support Activity in Bahrain.
10. Palletization Requirements for all Overseas Shipments:

All Wood Packaging Material (WPM) acquired by DOD must meet requirements of International Standards for Phytosanitary Measures (ISPM) 5, Guidelines for Regulating Wood Packaging Materials in International Trade.” DOD shipments inside and outside

PRIME VENDOR AFGHANISTAN

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.

B. INSURANCE, LIABILITY, AND CLAIMS

DLA Troop Support will be identified as an authorized ordering office, through DLA Distribution for the Universal Services Contract (USC), a contract awarded by the United States Transportation Command (USTRANSCOM). The contractor will transmit its transportation requirements to DLA Distribution, which will arrange government-funded transportation through orders against the USC. The contractor's products will be shipped through the Defense Transportation System (DTS) via commercial carriers receiving USC awards. As discussed above, the contractor will be shipping product via commercial carrier(s) under the DTS via a contract awarded by USTRANSCOM to commercial carriers. 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 USC USTRANSCOM contract, as well as, maritime law, customs, and practices, e.g., Carriage of Goods by Sea (COGSA) limitations 46 U.S. App. § 1300 et. seq.; Force Majeure; Carmack Amendment 49 USC § 14706; etc. It is, therefore, highly recommended that the offeror, prior to submitting an offer, review the current USTRANSCOM carrier contract(s). The current USTRANSCOM carrier contract can be viewed at the following Surface Deployment and Distribution Command (SDDC) website: <http://www.sddc.army.mil/Public/Doing%20Business%20with%20SDDC/Contracts?summary=fullcontent>.

During the implementation phase as defined in the solicitation, the contractor shall enter into an agreement and work with the USC carriers handling routes within the contractor's geographical responsibility to develop a claims process involving the 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 processing and dispute resolution for losses and damage to contractor cargo by the USC carrier(s) and for the resolution of claims by the USC carrier(s) against the contractor for detention of carrier containers, port storage for detained containers, and maintenance provided by a carrier for detained refrigerated containers. The contractor shall pay the USC carriers directly for any detention, port storage or maintenance charges incurred by the contractor and the USC carrier(s) shall pay the contractor directly for any charges for loss/damage to contractor cargo incurred by the USC carrier(s). The contractor shall provide to the DLA Troop Support Contracting Officer a copy of such agreement, as well as, any contact information that it receives from the USC contractor(s). The contractor shall update this information as necessary and provide the Contracting Officer with any changes made to such agreement. The contractor claims procedure developed for handling any claims between the contractor and the USC contractor(s) shall be provided to the DLA Troop Support Contracting Officer. During the implementation phase, as defined in the solicitation, the contractor shall contact the USTRANSCOM designated carrier(s) for the routes within the contractor's geographical responsibility. The contractor shall copy the DLA Troop Support Contracting Officer with

PRIME VENDOR AFGHANISTAN

the contact information that it receives from the carrier(s) and shall update this information as required. During this implementation phase, the contractor shall develop a claims procedure for the handling of any claims that may arise between the contractor and the carrier(s) for the products shipped by the carrier(s). This procedure shall be the basis for the resolution of any claims for loss or damage, as well as any other issues that may arise. A copy of this procedure, and any changes or updates, shall be promptly furnished to the DLA Troop Support Contracting Officer.

The contractor should consider that substantive terms and conditions of the USC contract and this contract may be relevant to the agreement and procedures negotiated with the USC carrier(s) concerning claims procedures, dispute resolution procedures, etc. The contractor is an express third party beneficiary of the USC contract regarding its provisions governing the liability of the USC carrier(s) for loss/damage to contractor cargo. Similarly, the USC carrier(s) is an express third party beneficiary of the provisions of this contract governing the liability of the contractor for container detention, port storage, refrigerated container maintenance, etc. For example, the dollar amount of damage for detention of containers of the USC carrier by the contractor is established in the USC contract. Also, the contractor should consider in negotiating any agreement or procedures that the USC carrier may take remedial action, including the assertion of a lien on contractor cargo or other actions, to protect its interests. Similarly, the contractor may exercise any right of setoff involving a commercial contract or other remedial action against the USC carrier to protect its interests. Finally, the contractor should consider in negotiating any agreement or procedures that disputes between the contractor and the USC carrier will not be subject to the Contract Disputes Act or the "Disputes" clause of this contract. Because claims for loss/damage to contractor cargo, detention of USC carrier containers, port storage assessed against detained carrier containers, maintenance of detained carrier refrigerated containers, etc. are to be covered by agreement between the contractor and USC carrier(s), disputes regarding such matters will be covered by the business arrangement between the contractor and USC carrier(s) and laws applicable to such arrangements.

The Government is not responsible or liable for any loss or damage to the contractor's products shipped through or under 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 contractor directly to the carrier for resolution, not to DLA Troop Support or USTRANSCOM. The contractor shall copy the DLA Troop Support Contracting Officer with any such claims, notice, or reports. At the request of the contractor, the DLA Troop Support Contracting Officer may facilitate the resolution of the claim, but all communications regarding the claim shall be between the contractor and the carrier and not through DLA Troop Support or USTRANSCOM. This procedure is not subject to change or modification, except by the DLA Troop Support Contracting Officer. If the contractor is unable to communicate directly with the carrier for any reason, it should promptly so advise the DLA Troop Support Contracting Officer.

PRIME VENDOR AFGHANISTAN**C. CUSTOMS:**

For DTS shipments, USTRANSCOM will be responsible for all customs clearance from the point of debarkation through to the contractor's OCONUS facility(s).

For Non-DTS shipments, the contractor will be responsible for all customs clearance from the point of debarkation through to the contractor's OCONUS facility(s).

D. CONTRACTOR RESPONSIBILITIES

1. The contractor will be responsible for all documentation and required paperwork, as well as packaging/packing and marking of products as required by the SOW and other provisions of the contract.
2. The contractor 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. For Afghanistan Outbound Transportation, all freeze and chill trucks will use temperature recording devices, readings of which will be made available upon request.
4. The contractor will be responsible for the pre-cooling vans, when appropriate, and loading vans.
5. The contractor will be responsible for notifying USTRANSCOM that empty containers are ready for pick-up and return to the ocean carrier.
6. Transportation related performance includes all deliveries from the contractor's OCONUS distribution facility to all customer delivery points within Afghanistan whether by ground, fixed wing, or rotary wing; routine airlifts from out of country to the contractor's OCONUS distribution facility (e.g. FF&V airlifts from out of country), and the transportation of product from SC / CASA locations to the contractor warehouse(s) in Afghanistan. This price will also include all tri-wall containers used in performance, if applicable, and the distribution of contractor-owned and GFM items.
7. The contractor will be required to provide either dry ice or wet ice and package using tri-walls, if pallet tri-walls are the preferred method of packaging. This product protection will be part of the contractor's operating expense addressed via the non-standard distribution price – no additional or separate fees will be paid for ice or protective packaging.
8. Conditions on the ground can change with little or no notice. At times, product may have been already packaged and delivered for shipment. U.S. Government will not be liable for the costs of the material, product or delivery due to schedule changes.
9. The distribution price is fixed, and will not change if the contractor should change its mode of transportation after award.

PRIME VENDOR AFGHANISTAN**E. GOVERNMENT RESPONSIBILITIES**

1. USTRANSCOM will be responsible for the contracting of transportation of products from the contractor's CONUS Distribution Warehouse(s) to the contractor's OCONUS warehouse(s).
2. The DLA Distribution transportation representative in coordination with the contractor will be responsible for making ocean transportation bookings that provide transportation from the contractor's CONUS facility to the door of the contractor's OCONUS facility and setting up transportation from the OCONUS port to the contractor's OCONUS facility. After notification from the contractor, USTRANSCOM will be responsible for arranging the return of empty containers to the ocean carrier.

V. STATUS OF FORCES AGREEMENT (SOFA) / MILITARY TECHNICAL AGREEMENT (MTA)

Shipments to the solicited zone 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 and regulations, limitations, documentation requirements, and restrictions that apply to imports for the use of the U.S. Forces.

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

VI. 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, Product Protection and safety. Disputes are to be resolved by the Contracting Officer. Notwithstanding the above, the Contracting Officer is the only authorized official who may increase, decrease or alter the scope of work to be performed, and any orders or instructions interpreted by the contractor as impacting the scope or cost of the contract shall immediately be brought to the attention of the Contracting Officer for resolution.

PRIME VENDOR AFGHANISTAN

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.

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 obtaining / issuing ID badges to its employees, and for employee access purposes, the contractor will provide a list of suitable or qualified subcontractors to the Government it intends to employ.

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 monitoring the flow of its containers into the theater. Planned and unplanned delays such as supply route blackouts, local holidays and border closures must be considered in the schedule of stock replenishment 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 planning his supply-side management.

E. Product Protection/Food Defense:

The DLA Troop Support Subsistence Directorate provides worldwide subsistence logistics support during peacetime as well as during regional conflicts, contingency operations, national emergencies and natural disasters. At any time, the United States Government, its personnel, resources and interests may be the target of enemy aggression to include espionage, sabotage or terrorism. This increased risk requires DLA Troop Support to take

PRIME VENDOR AFGHANISTAN

steps and insure steps are taken to prevent the deliberate tampering and contamination of subsistence items.

As the holder of a contract with the Department of Defense, the contractor should be aware of the vital role they play in supporting our customers. It is incumbent upon the contractor 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/contamination.

The contractor will insure that all products and/or packaging have not been tampered or contaminated throughout the manufacturing, storage and delivery process. The contractor will immediately inform DLA Troop Support 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 also provided:

Make sure all boxes, bags, etc. are intact and demonstrate no evidence of tampering. All incoming truck drivers should provide adequate identification upon request. Visitors should also be properly identified and 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. The contractor will ensure that employee background checks are up to date. Ensure drivers have communication devices available in the event of an emergency and establish emergency phone numbers for them to use. Firms should keep a low profile and share customer routes, etc. on a need to know basis. Review of overall organizational corporate security plans should be conducted and consider whether private security firms are needed to assess or reduce risk. It is important to convey to all warehouse, office and fleet personnel that security should not be taken lightly and any suspected adulteration or evidence of product tampering must be reported immediately.

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

F. 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.

PRIME VENDOR AFGHANISTAN

The contractor shall communicate directly with the customer to obtain access requirements. A plan of action for adherence to access requirements must be submitted to the Contracting Officer within 30 days of contract award. The plan of action shall include the contractors understanding of the access requirements per the U.S. Military and the Afghani Government and how long it will take to meet the requirements.

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

G. 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.

VII. ESTIMATED VALUE/GUARANTEED MINIMUM/MAXIMUM QUANTITY:

The quantities shown on Row 7, Attachments 1 and 3 (the Schedule of Items) represent the weekly demand per customer expressed as the subject Unit of Measure (UOM). The quantities shown in Column HY, Attachments 1 and 3 (the Schedule of Items) represent the weekly demand per line item. These quantities are based on current Government projections 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.

ACQUISITION VALUE: The estimated dollar value of this solicitation is \$10,000,000,000. The maximum dollar value will be \$30,000,000,000, inclusive of all tiered pricing periods and surge. The guaranteed minimum for the entire contract will be one percent (1%) of the estimated dollar value, which equates to \$100,000,000. The Government's obligation under this contract shall only be that of the guaranteed minimum.

VIII. ADDING/DELETING CUSTOMERS:

DLA authorized customers in Afghanistan may be added or deleted at no additional cost to the Government. The contract scope includes any customer authorized to order from DLA.

IX. PRICING:

Pricing will be based on the following formula:

Contract Unit Price = Product price + Distribution Price (Standard and Non-Standard)

A. Definitions:

1. "Contract Unit Price" means the total price per unit charged to DLA Troop Support for a product delivered to DLA Troop Support's customers. The Contract Unit Price consists

PRIME VENDOR AFGHANISTAN

of two components: Product Price and Distribution Price as identified in the schedule of items. The sum of the two component prices shall be rounded to the nearest cent to determine the final Contract Unit Price.

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

2. DLA Troop Support Manufacturer's Price Agreement (MPA) means an agreement between DLA Troop Support and manufacturers which identifies a fixed product price for specific items that will be cataloged by the contractor.
3. "Product Price" is the most recent DLA Troop Support Manufacturer's Price Agreement (MPA) price or the most recent manufacturer, grower or private label holder commercial price per unit to the Contractor, exclusive of standard freight. The Product Price shall be based on FOB Origin/Point of Manufacture. Product Price shall exclude all costs that are to be covered in the Distribution Price.
 - a. Exceptions:
 - 1) Fresh Fruits and Vegetables (FF&V): The product price shall be based on FOB Origin/Point of Import when the following conditions apply;
 - a) The product is listed in Category 5 for Prime Vendor Fresh Fruits and Vegetables (FF&V)and
 - b) It is necessary for the product to be transported into the local market of the importer, as otherwise approved under the contract, because local supply does not exist or it is insufficient to meet demand requirements.and
 - c) The importer that establishes the product price is the firm that actually performs the FF&V import service, including, but not limited to: procurement, storage, consolidation, pallets, and palletizing as it applies to the importer's normal commercial sales, and the importer has comparable commercial sales in the market that is the point of import.
 - 2) A CONUS-based manufacturer, grower or private label holder's product pricing which is a national price inclusive of transportation costs to a Distribution Point shall be supported by documentation and may be considered by the Government on a case by case basis, upon concurrence of the contracting officer.
 - 3) Mandatory Source Items: The product price shall be limited to the nonprofit agency's price for product as set in accordance with applicable law. The product price shall be based on FOB Origin/Nonprofit Agency. (Prices set in accordance with applicable law (FOB Origin/Nonprofit Agency.)
 - 4) Prime Vendor Table Displays/Decorations only: For products listed in Category 15 - Prime Vendor Table Displays/Decorations only, the product price shall be based on FOB Origin/Point of the manufacturer's distributor because the

PRIME VENDOR AFGHANISTAN

manufacturer will not sell directly to the contractor. This exception must be approved by the Contracting Officer on a case by case basis. Support documentation is required.

- 5) A CONUS-based redistributor's price for a specific manufacturer's product (SKU) may be considered by the Government as long as the redistributor's price for the quantity ordered is equal to or lower than the manufacturer's published price inclusive of discounts/allowances. This exception must be approved by the Contracting officer on a case by case basis. Support documentation may be required.

For this contract, the Product Price shall be the contractor's last Product Price through close of business 12:00 p.m. local Philadelphia time on the last Monday of each month for submission not later than 12:00 p.m. local Philadelphia time on the last Monday of each month for updating the following month's Ordering Catalog price. The Product Price shall have any and all Product Allowance subtractions made prior to presenting the Product Price to DLA Troop Support.

4. "Product Allowance" is discounts, rebates, and allowances to be passed on to the Government. In accordance with other provisions of the contract, all discounts, rebates, or allowances on particular items which are reflected in the amounts shown on the face of the manufacture's, grower's or private label holder's invoice (referred to as "off-invoice allowances") or otherwise given to the contractor by the manufacturer, grower or private label holder, shall be passed by the Contractor to the Government, in the form of an up-front price reduction. The total of these discounts, rebates, and allowances (Product Allowance), should be reflected via a reduced STORES price, resulting in a lower invoice price to the customer. Any rebates that must be passed to the Government and which cannot be applied as an up-front price reduction must be submitted via check made to the US Treasury, attached with itemized listing of all customer purchases by line item to include contract number, call number, purchase order number and CLIN number.
5. "Distribution Price" means the firm-fixed price portion of the Contract Unit Price, offered as a dollar amount per unit of issue, rounded up or down to the nearest cent. The Distribution Price is the only method for the Contractor to bill the Government for all aspects of contract performance other than Product Price, including but not limited to the performance requirements of this SOW. The Distribution Price is broken down into Standard and Non-Standard prices. For this acquisition, there will be a total of sixteen (16) Distribution Price Categories. Fifteen (15) of these Categories will include both the Standard Distribution Price component and the Non-Standard Distribution Price component. One (1) Category (Category #16 – Storage and Distribution of Containers (Other than Class I)) will only include the Non-Standard Distribution Price. The Distribution Price Categories are listed elsewhere in the solicitation, and the applicable pricing (both Standard and Non-Standard Distribution Price or only Non-Standard Distribution Price) will be established in the Schedule of Items. These prices are defined below. The contractor shall not include the same performance or cost element in both the standard and non-standard distribution prices.

PRIME VENDOR AFGHANISTAN

a. Standard Distribution Price: The standard distribution price is a firm fixed price and offered as a dollar amount, which includes all elements of the unit price, other than the product price and non-standard distribution price. The standard distribution price established at award for each tiered pricing period of the contract shall remain fixed throughout the period to which applicable. All performance under this SOW will be included in the standard distribution price except aspects of performance that are specifically identified as being included in the non-standard distribution price. For FF&V items from a foreign country imported into the local market of Afghanistan, no importer charges shall be included in the standard distribution price. The standard distribution price shall also exclude ocean shipping costs referenced in (8) below and performance included in the non-standard distribution price separately priced in the Schedule of Items.

b. Non-Standard Distribution Price: The non-standard distribution price is a fixed price and offered as a dollar amount, which includes all elements of pricing related to performance under Supplies/Services and Prices in Section II - Work to be Performed, of this SOW, or as otherwise specifically stated in the solicitation and statement of work. The non-standard distribution price established at award for each Tiered Pricing Period of the contract shall remain fixed throughout the period to which applicable. The non-standard distribution price shall exclude ocean shipping costs referenced in (8) below and performance included in the standard distribution price separately priced in the Schedule of Items.

These non-standard distribution prices shall remain fixed for the duration of each Tiered Pricing Period of the contract. The non-standard distribution price shall exclude Standard Distribution Prices separately priced elsewhere in the schedule of items. The contractor shall not include the same performance or cost element in both the standard and non-standard distribution prices.

6. United States Defense Transportation System (DTS) Ocean Shipping Costs:
DTS ocean transportation costs (the cost of shipping the product from the contractor's CONUS facility(s) to the contractor's OCONUS facility(s), aka "Point to Point" delivery via DTS), shall be excluded from the distribution price, and any other prices or charges under the contract. 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 DLA Troop Support Manufacturer Pricing Agreement and/or Economic Price Adjustment provision herein. Distribution prices are fixed however DLA Troop Support will accept contractor offered price reductions at any time.
- C. The product price plus the standard distribution price per item will be established, as the contractor catalog unit price for food orders, receipts, delivery tickets, invoices, billing and payments. An administrative catalog will be established for the non-standard distribution price.
- D. Catalog product prices must be reflective of the contractor's last receipt price (the price of the stock most recently received into inventory). However, when multiple sources are being utilized and more than one manufacturer's product is receipted prior to a catalog update, the

PRIME VENDOR AFGHANISTAN

contractor shall establish the product price based on the mix of invoices received after the previous price changes period. The product price would be derived as follows:

Supplier A – 40% X \$5.70 = \$2.28

Supplier B – 30% X \$5.90 = \$1.77

Supplier C – 30% X \$6.30 = \$1.89

Product Price = \$5.94

X. CATEGORIES OF ITEMS

- A. The items to be procured under this contract have been broken down into separate 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. Contractors 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 contractor feels that a substantial category has been eliminated, the contractor must bring it to the attention of the Contracting Officer at least thirty (30) days 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.
- B. The Category Distribution Price List (Attachments 1 and 3) and the Schedule of Items (Attachments 2 and 4) is designed for the submission of all distribution and product pricing. It is mandatory that all contractors submit distribution pricing and product pricing in this format. Failure to submit the distribution and product prices using Attachments 1 through 4 may result in the rejection of the contractor's entire proposal.
- C. Item Categories:

Distribution Prices shall be rounded to the nearest cent for the purposes of evaluation and payment, for example \$1.50. Contractor s must utilize the Government's Category Distribution Price List below. Standard and non-standard distribution prices per category must be presented on Attachments 2 and 4.

PRIME VENDOR AFGHANISTAN

DP CATEGORY	DP CATEGORY DESCRIPTION	UOM	STANDARD	NON-STANDARD
1	CONUS DRY CS	CS		
2	CONUS FZN CS	CS		
3	CONUS FZN LB	LB		
4	Local Market Ready Chill CS	CS		
5	Local Market Ready CHILL LB	LB		
6	Local Market Ready DRY CS	CS		
7	Local Market Ready FZN CS	CS		
8	Local Market Ready FZN PALLET	PX		
9	Water CS	CS		
10	SPICE (CASE BREAK)	CO		
11	GFM DRY CS	EA		
12	GFM DRY MOD (2 CASES)	EA		
13	GFM DRY MOD (3 CASES)	CS		
14	GFM FZN CS	CS		
15	Decorations (CS)	CS		
16	Distribution and Storage of Containers (Other than Class I)	TEU		

NOTE: Distribution Price (DP), Unit of Measure (UOM), Continental United States (CONUS), Case (CS), Frozen (FZN), Pound (LB), Pallet (PX), Container (CO), Government Furnished Material (GFM), Each (EA), Module (MOD), Twenty-Foot Equivalent Unit (TEU).

XI. DLA TROOP SUPPORT MANUFACTURER'S PRICING AGREEMENT (MPA) PROGRAM:

A DLA Troop Support Manufacturer's Pricing Agreement (MPA) Program has been developed to maximize the leverage of DLA Troop Support's buying power and to obtain fair and reasonable product pricing under Subsistence Prime Vendor contracts for the customers of DLA Troop Support. The agreements between DLA Troop Support and manufacturers shall identify a fixed product price for specific items that will be cataloged by the contractor. The contractor will be responsible for establishing commercial agreements with the MPA holders to purchase the MPA items at the product price established by the MPA.

PRIME VENDOR AFGHANISTAN

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).

The awardee 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 product price dollar value will be under agreement. This percentage pertains only to product shipped from CONUS manufacturers / consolidators, and does not include product such as Local Market Ready and water items, which are locally sourced. Currently, approximately 40% of the contract product price dollar value is under agreement.

Post implementation, the contractor must have a MPA Holder commercial agreement in place before a new MPA item may be added to the contractor catalog. For existing cataloged items that are added to the MPA Program, the contractor must establish the MPA Holder commercial agreement within 30 days of Contracting Officer notification. The contractor 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 contractor with an explanation for each. All MPA items are required to be placed on the contractor 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 contractor via contract modification. The new MPA product prices shall be updated on the contractor catalog during the scheduled catalog update that immediately follows receipt of the new product into the contractor's inventory.

The DLA Troop Support Manufacturer's Pricing Agreement (MPA) Program is located at the following website: <http://www.dscp.dla.mil/subs/support/mpa/mpa.asp>.

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

PRIME VENDOR AFGHANISTAN

- B. The contractor may retain Early Payment discounts that meet the following conditions:
1. the Early Payment discount is an incentive to encourage payment earlier than the normal payment due date;
 2. the Early Payment discount is consistent with commercial practice;
 3. the Early Payment discount is routinely given by the manufacturer/growers to customers other than the contractor at the same discount rate and under the same conditions as provided to the contractor;
 4. the Early Payment discount is not established, requested, or negotiated for the purpose of avoiding giving DLA Troop Support a lower cost or a rebate or in exchange for a higher invoice price;
 5. the Early Payment discount is no more than 2 percent of the manufacturer/grower's invoice and the early payment is required within 10 days to obtain the discount; and
 6. the contractor actually made the required payment within the time period required to receive the discount.
- 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, including any applicable discounts or rebates. If there are no payment terms associated with the document, the contractor must annotate it with "No payment terms."
- D. The government may require (as needed) the contractor submit invoices and other documentation from all subcontractor tiers or any manufacturer/grower or person in the product price supply chain, to substantiate that all discounts, rebates, allowances or other similar economic incentives or benefits have been applied to the product price charged to the Government and/or to substantiate that product prices under this contract are equal to or lower than product prices that are given to its commercial customers. If the Contracting Officer determines, after reviewing an invoice or other documentation, that a discount, rebate, allowance or other similar economic incentive or benefit should have been passed on to the Government, or if price verifications reveal any instance of overpricing or underpricing, the Government shall be entitled to a prospective product price reduction and a retroactive refund for the amount of the overcharges or discounts, rebates, allowances or other similar economic incentives or benefits, including interest and the contractor shall be entitled to a credit for any undercharges. Likewise, if the Contracting Officer determines that a product price was not equal to or lower than that given the contractor's commercial customer accounts, the Government shall be entitled to a prospective product price reduction and a retroactive refund for the difference between the product price charged to the Government and the product price charged to the contractor's commercial customers, including interest. The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) relevant to the existence of discounts, rebates, allowances or other similar economic incentives or benefits, and commercial customer 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.

PRIME VENDOR AFGHANISTAN

XIII. 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 AbilityOne 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 below. The listing of required mandatory products and Non Profit Agency manufacturers is subject to change when directed by the Committee. The contractor is required to expeditiously catalog the mandatory products and remove any commercial equivalent product with “essentially the same”* product characteristics. If the removal and replacement will take longer than 30 days after notification by the Contracting Officer, the approval of the Contracting Officer must be obtained for the extension.
- C. Any other commercial equivalent product with “essentially the same”* product characteristics cannot be sold to the DLA Troop Support customers under this contract.
- D. The contractor must ensure that, at a minimum, 60 days stock of mandatory products are on hand to satisfy anticipated customer demand taking into account lead times for delivery from the designated mandatory source to the contractor. If a contractor is notified that any 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. The current procurement list F.O.B. Origin prices as established by the Committee for Purchase are included in paragraph I. 1, 2, &3 for the food products.
- 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.

PRIME VENDOR AFGHANISTAN

I. Mandatory Products and Designated Sources:

1. Pancake Mix, Devil's Food Cake Mix, Gingerbread Cake Mix, and Milk Nonfat Dry

Advocacy and Resources Corporation d/b/a AMP
 435 Gould Drive
 Cookeville, TN 38506
 Primary P.O.C. Ami Sewell (931) 432-5981
 Direct: 931-432-7581
aswell@millcreekbrands.com
 Secondary P.O.C. Melissa Wilson (931) 432-5981
 Direct: 931-432-7585
Melissa@millcreekbrands.com
 Secondary P.O.C. Mark Matlock (931) 432-5981
 Direct: 931-432-7506
mmatlock@millcreekbrands.com

<u>STOCK NUMBER</u>	<u>PRODUCT</u>	<u>(\$ PRICE FOB ORIGIN*</u>
8920-01-E60-7848	Cake Mix, Gingerbread, 6/5 LB BGS/CS	24.92
8920-01-E60-7849	Cake Mix, Gingerbread, 50 LB BG	34.15
8920-01-E60-7748	Cake Mix, Gingerbread, 6/#10 CN/CS	24.36
8920-01-E60-7846	Cake Mix, Devil's Food, 6/5 LB BGS/CS	29.90
8920-01-E60-7847	Cake Mix, Devil's Food, 50 LB BG	42.13
8920-01-E60-7747	Cake Mix, Devil's Food, 6/#10 CN/CS	32.62
8920-01-E60-7860	Pancake & Waffle Mix, Regular, 6/5 LB BGS/CS	25.00
8920-01-E60-7861	Pancake & Waffle Mix, Regular, 6/6 LB BGS/CS	29.08
8920-01-E60-7862	Pancake & Waffle Mix, Regular, 25 LB BG	21.71
8920-01-E60-7863	Pancake & Waffle Mix, Regular, 50 LB BG	36.07
8920-01-E60-7749	Pancake & Waffle Mix, Regular 6/#10 CN/CS	26.95
8920-01-E60-7856	Pancake Mix, Buttermilk, 6/5 LB BGS/CS	25.48
8920-01-E60-7857	Pancake Mix, Buttermilk, 6/6 LB BGS/CS	30.20
8920-01-E60-7858	Pancake Mix, Buttermilk, 25 LB BG	21.50
8920-01-E60-7859	Pancake Mix, Buttermilk, 50 LB BG	34.39
8920-01-E60-7850	Pancake Mix, Buttermilk, 6/#10 CN/CS	26.95
8910-01-E60-8832	Milk Nonfat Dry 4lb general purpose, 6/#10 CN/CS	77.11

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. Joe Perdicho
 Direct: (585) 341-4712
 Toll free: (800) 864-7835
jperdicho@cdsunistel.org

<u>STOCK NUMBER**</u>	<u>PRODUCT</u>	<u>(\$ PRICE FOB ORIGIN</u>
8950-01-E60-5751	Garlic Powder, 1 LB CO, 12/CS	35.04

PRIME VENDOR AFGHANISTAN

8950-01-E60-5752	Garlic Powder, 6 LB CO, 3/CS	49.11
8950-01-E60-5754	Garlic, Granulated, 12 OZ CO, 12/CS	32.50
8950-01-E60-5753	Garlic, Granulated, 25 OZ CO, 6/CS	27.33
8950-01-E60-5750	Paprika, Ground, 4.5 OZ CO, 24/CS	19.50
8950-01-E60-5749	Paprika, Ground, 1 LB CO, 12/CS	33.72
8950-01-E60-7767	Pepper, Black, Ground, Gourmet, 1LB CO, 12/CS	43.10
8950-01-E60-7770	Pepper, Black, Ground, Gourmet, 5 LB CO, 3/CS	46.57
8950-01-E60-7766	Pepper, Black, Ground, Gourmet, 1 LB CN, 12/CS	50.33
8950-01-E60-7769	Pepper, Black, Ground, Gourmet, 18 OZ CO, 6/CS	23.86
8950-01-E60-7768	Pepper, Black, Ground, Gourmet, 18 OZ CN, 6/CS	27.18
8950-01-E60-7765	Pepper, Black, Ground, Gourmet, 1.5 OZ CO, 48/CS	28.27
8950-01-E60-8237	Pepper, Black, Cracked, 1 LB CO, 6/CS	22.43
8950-01-E60-8236	Pepper, Black, Cracked, 1 LB CN, 6/CS	25.56
8950-01-E60-8235	Pepper, Black, Cracked, 18 OZ CO, 6/CS	23.86
8950-01-E60-8234	Pepper, Black, Cracked, 18 OZ CN, 6/CS	27.18
8950-01-E60-8239	Pepper, Black, Whole, 1 LB CO, 6/CS	22.43
8950-01-E60-8238	Pepper, Black, Whole, 1 LB CN, 6/CS	25.56
8950-01-E60-8241	Pepper, Black, Whole, 18 OZ CO, 6/CS	23.86
8950-01-E60-8240	Pepper, Black, Whole, 18 OZ CN, 6/CS	27.18
8950-01-E60-9997	Pepper, Black, Ground, restaurant grind, 18OZ CO, 6/CS	25.09
8950-01-E60-9456	Spice Blend, All Purpose w/o Salt, 2.5oz CO, 12/CS	11.95
8950-01-E60-9457	Spice Blend, All Purpose w/o Salt, 6.75oz CO, 6/CS	10.64
8950-01-E60-9458	Spice Blend, All Purpose w/o Salt, 10oz CO, 12/CS	30.37
8950-01-E60-9459	Spice Blend, All Purpose w/o Salt, 20oz CO, 6/CS	26.05
8950-01-E60-9460	Spice Blend, All Purpose w/o Salt, 28oz CO, 6/CS	33.84
8950-01-E60-9461	Spice Blend, Chili, Powder, dark, 16oz CO, 6/CS	20.07
8950-01-E60-9462	Spice Blend, Chili, Powder, light, 17oz CO, 6/CS	20.91
8950-01-E60-9463	Spice Blend, Chili Powder, light, 18oz CO, 6/CS	21.76
8950-01-E60-9464	Spice Blend, Chili Powder, dark, 20oz CO, 6/CS	23.44
8950-01-E60-9465	Spice Blend, Chili Powder, 5lb CO, 1/5lb/CS	15.49
8950-01-E60-9147	Spice Blend, Lemon Pepper, 28oz CO, 6/CS	35.59
8950-01-E60-9466	Spice Blend, Lemon Pepper, 26oz CO, 6/CS	33.52
8950-01-E60-9467	Spice Blend, Lemon Pepper, 27oz CO, 6/CS	34.56
8950-01-E60-9150	Spice Cinnamon, Ground, 16oz CO, 6/CS	16.21
8950-01-E60-9468	Spice Blend, Cinnamon, Maple Sprinkle, 30oz CO, 6/CS	24.65
8950-01-E60-9469	Spice Cinnamon, Ground, 15oz CO, 6/CS	15.61
8950-01-E60-9470	Spice Cinnamon, Ground, 18oz CO, 6/CS	17.42
8950-01-E60-9471	Spice Cinnamon, Ground, 5lb CO, 3/5lb/CS	32.33
8950-01-E60-9472	Spice Cinnamon, Stick, Whole, 8oz CO, 6/CS	11.39
8950-01-E61-0104	Spice Ginger Ground, 14oz CO, 6/CS	19.59
8950-01-E61-0105	Spice Ginger Ground, 15oz CO, 6/CS	19.83
8950-01-E60-9152	Spice Ginger Ground, 16oz CO, 6/CS	20.07
8950-01-E61-0103	Spice Blend Canadian Style for beef, 29oz CO, 6/CS	41.52
8950-01-E61-0106	Spice Pepper, Cayenne, Ground, 1.5oz CO, 48/CS	26.76
8950-01-E60-9155	Spice Pepper, Cayenne, Ground, 14oz CO, 6/CS	15.91
8950-01-E61-0107	Spice Pepper, Cayenne, Ground, 16oz CO, 6/CS	16.21
8950-01-E61-0108	Spice Pepper, Red, Ground, 16oz CO, 6/CS	16.21
8950-01-E61-0099	Spice Mix, Taco, 9oz CO, 6/CS	17.42
8950-01-E61-0100	Spice Mix, Taco, 11oz CO, 6/CS	19.83
8950-01-E61-0101	Spice Mix, Taco, 23oz CO, 6/CS	34.29
8950-01-E61-0102	Spice Mix, Taco, 24oz CO, 6/CS	35.50

**** The following stock numbers have been administratively assigned by DLA Troop Support to allow the sale of individual containers (case quantities & prices as listed above):**

8950-01-E61-3456 SPICE BLEND, ALL PURPOSE, W/O SALT, 1/10 oz co (ind unit sale only)

PRIME VENDOR AFGHANISTAN

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)
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. **Coffee, Roast & Ground** (replaces 32 thru 39 ounce pack sizes can or container & current Navy FIC codes P27 and P30)

CW Resources
200 Myrtle Street

PRIME VENDOR AFGHANISTAN

New Britain, CT 06053
 P.O.C. Bill Blonski (860) 229-7700 x219
 WBlonski@cwresources.org

<u>STOCK NUMBER</u>	<u>PRODUCT</u>	<u>PRICE FOB ORIGIN</u>
8955-01-E61-3688	COFFEE, RST, grd, univ bld, 10/39 oz foil resealable co (Maxwell House)	\$101.48
8955-01-E61-3689	COFFEE, RST, grd, univ bld, 10/39 oz foil resealable co (Sara Lee)	\$94.20
8955-01-E60-8859	COFFEE, RST, grd, univ bld, 10/39 oz foil resealable co (RVP/S&D)	\$88.86

4. 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>	<u>PRICE FOB ORIGIN</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	\$4.48

J. * “Essentially the Same” Criteria:

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

1. It has effectively the same form, fit and function.
2. The Ability One and commercial products may be used for the same purpose.
3. The Ability One and commercial products are relatively the same size and a change in size will not affect the use or performance.

The appearance, color, texture, or other characteristic of the Ability One product and commercial product are not significantly different from one another?

PRIME VENDOR AFGHANISTAN**XIV. CENTRAL CONTRACTS**

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

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

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

B. DLA Troop Support has implemented a NAPA Program as part of the Subsistence Prime Vendor Program. Under the NAPA Program, DLA Troop Support will enter into agreements with suppliers/manufacturers offering domestic products.**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 Subsistence Prime Vendor Program.
2. Offer discounts on the product price of the product ordered under Subsistence Prime Vendor contracts, in the form of deviated allowances, whereby the price to the customer includes the discount. The deviated price is the price that will be submitted via the 832 catalog transaction.

D. NAPAs neither obligate the contractor to carry, nor the ordering activity to purchase, any of the agreement holder's products; however, NAPA terms will apply to any order placed by the customer for products covered by a NAPA, in which case the invoice price must reflect the NAPA.**E. If a contractor has a pricing agreement/arrangement with more favorable terms and/or pricing structure, then it is required to pass on these savings to the customer.**

PRIME VENDOR AFGHANISTAN**F. Under a contract resulting from this solicitation:**

1. Within five (5) working days from notification of award, the awardee will contact the Contracting Officer who will provide general instructions and a password.
2. The contractor agrees to bill the invoice price to the Government as specified by the NAPA allowance and initiates a bill-back to the agreement holder, if any activity orders any product covered by a NAPA. The agreement holder will reimburse allowances to the contractor within a time period mutually agreeable to the contractor and the agreement holder. Other off invoice or bill back arrangements may exist between the contractor and the agreement holder, but the contractor catalog price must be specified by the NAPA allowance.
3. Any disputes involving the NAPA between the contractor and the agreement holder will be resolved between them according to their own commercial practice. However, DLA Troop Support will attempt to facilitate any such disputes.

G. NAPA Tracking Program: The contractor agrees to comply with the requirements of DLA Troop Support's Tracking Program for NAPAs and shall provide the required product information to support the NAPA allowance and sales tracking website. Data shall be submitted as follows:

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.

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

PRIME VENDOR AFGHANISTAN

Field Number	Field Description	Field Name	Width	Format	Note
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

5. 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.
6. Notes:
 - a. 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.
 - b. 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.
 - c. 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.
 - d. 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.
 - e. 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.
 - f. Field #9 - For each item, provide the applicable markup amount. As previously negotiated with DLA Troop Support, you have assigned a markup amount to each food category or to each item. This amount should correspond to the unit of issue

PRIME VENDOR AFGHANISTAN

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 DLA Troop Support customers purchasing product under the resultant contract.

XVI. NEW ITEMS

- A. If a customer desires to order an item that is not part of the contractor's inventory, the contractor will be allowed a maximum of one-hundred-eighty (180) days to source and make the item available for distribution. The contractor must notify DLA Troop Support and the requesting activity when new items are available for distribution. These items should become a permanent part of the contractor's inventory if it appears that these items will be ordered regularly. There will be a one (1) pallet equivalent monthly minimum to add new items. The contractor will be responsible for notifying the Contracting Officer on a monthly basis if any catalog item is not meeting the one (1) pallet equivalent monthly usage minimum so that the item may be reviewed for deletion.
- B. The contractor 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 contractor 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 contractor agrees to the DLA Troop Support 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 contractor'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.
- E. In the event of a change in pack size for an item, (e.g., an item in Category 1 changes from 24/12 oz cans to 12/12 oz cans), the contractor must notify the Contracting Officer of any such change. A new Sub-Category may be established within that Category (e.g., Sub-Category 1A) and the distribution price may be adjusted proportionally (e.g., from \$6.00 per case to \$3.00 per case).
- F. 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. Contractors shall seek approvals prior to the items sailing from CONUS. Any non-MPA products shipped without prior approval are shipped at the contractor's own risk and may be subject to charges against the Contractor 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 the requirement for 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

PRIME VENDOR AFGHANISTAN

prices for the new non-MPA item to be fair and reasonable in accordance with the FAR and approves the addition.

- G. Contractors 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:
1. Copy of the manufacturer's original invoice signifying the manufacturer's FOB origin product price, and discount terms, or
 2. 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.

XVII. BREAKING CASES

Under the proposed contract, the awardee will be required to break cases for spices. If the contractor has additional items, other than spices, for which it normally breaks cases, indicate those items in your offer.

XVIII. BACK-UP PLAN

In the event that the Contracting Officer determines that the contractor is prohibited from performing within Afghanistan, the contractor will still be responsible for managing the supply chain, including but not limited to procuring the items, booking the containers, and arranging for DTS pick-up of containers. FOB Origin terms will apply.

XIX. NON-COMPETITION

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

XX. TITLE

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

PRIME VENDOR AFGHANISTAN**XXI. FREE ON BOARD (F.O.B.) POINT**

Under normal conditions, all deliveries shall be F.O.B. Destination to the end user delivery points. The delivery points are indicated in the Deliveries and Performance Section, (4) Point of Delivery. For contractor delivery of products from the OCONUS facility(s), all items will be delivered to end-user customer delivery point's loading platform (unless otherwise indicated) and be free of damage, with all packaging and packing intact. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charge involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the final destination. The contractor may be liable directly to the USTRANSCOM Universal Services Contract (USC) ocean carrier(s) for charges for detained containers, port storage of detained containers, and maintenance of detained refrigerated containers. 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 contractor's CONUS facility (FOB Origin) and a fifty percent (50%) reduction of the standard distribution price shall be applied. The non-standard distribution price will not apply. 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 contractor must arrange for USDA Inspection and is responsible for associated cost.

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

PRIME VENDOR AFGHANISTAN**B. Obtaining a PKI certificate**

1. For access to CPARS: A DoD PKI Certificate is required for all DoD employees accessing ACASS, CCASS, CPARS and FAPIIS. Contractors are also encouraged to obtain and use a certificate. Non-DoD Government users may continue to access ACASS, CCASS, CPARS and FAPIIS without a certificate.
2. PKI Certifications remain a requirement for access to some Government electronic systems. However, OCONUS contractors may have some difficulty in obtaining a PKI certificate, and while this is a requirement under special circumstances exceptions can be made. Additionally, the potential cost involved in obtaining a PKI certification should be considered when contractors establish normal distribution prices.

Contractors who do not work at a DoD facility may purchase a DoD PKI certificate from one of three External Certificate Authorities (ECAs). The ECAs are contractors who provide digital certificates to DOD's industry partners who are using their own equipment or working in non-government facilities. A list of ECAs is available at http://www.cpars.navy.mil/pki_info.htm. Each contractor employee accessing CPARS will need an Identity Certificate (An Encryption Certificate is not required). Certificates range in price from \$99 - \$115 per certificate per year, with volume discounts at some ECAs. Each contractor must fully comply with the DoD requirement to implement PKI in order for our information systems to remain secure and viable.

XXIII. MARKETING

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

PRIME VENDOR AFGHANISTAN

STATEMENT OF WORK

DESCRIPTION/SPECIFICATION

I. ORDERING SYSTEM – Subsistence Total Order & Receipt Electronic System (STORES)

- A. Accessed via the Internet, the STORES is the Government's translator/ordering system that is capable of accepting orders from any of the Services;" i.e. Army, Air Force, Navy, or Marines, individual ordering systems and translating them into an Electronic Data Interchange (EDI) format. In addition, this information is passed to DLA Troop Support for the purposes of contractor payment and customer billing.
- B. Customers will be able to order all of their requirements through STORES. The system will transmit orders to the contractor and to DLA Troop Support.
- C. The awardee shall be required to interface with STORES and must be able to support the following EDI transactions:
 - 1) 810 – Electronic Invoice
 - 2) 820 – Payment Voucher Information
 - 3) 832 – Catalog (Outbound: Contractor to DLA Troop Support)
 - 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 Price columns.
 - b. Gross case weight, case cube, and number of cases per pallet will need to be provided by the supplier
 - 4) 850 – Purchase order
 - 5) 861 – Receipt
 - 6) 997 – Functional Acknowledgement
- D. The contractor shall have access to the Internet and be able to send and receive electronic mail (email).
- E. Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point.
- F. The contractor 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."
- G. The contractor will utilize the DLA Troop Support 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.
- H. In the event the STORES system or the contractor interface is not operational, the contractor must provide alternate ways for the customer to order (e.g., by fax, by phone, pick-up orders, etc.)

PRIME VENDOR AFGHANISTAN

- I. DOD has mandated that all personnel who access DoD systems must use Public Key Infrastructure (PKI) for all private web-enabled applications. Contractor personnel are required to have a DOD-approved PKI or External Certificate Authority (ECA) certificate to access STORES. To learn who to contact to obtain a DoD-approved certificate go to https://www.daas.dla.mil/daashome/pki_contacts.asp.

II. ORDER PLACEMENT

- A. The contractor shall maintain sixty (60) days of stock in order to fill all ordering activity requirements. Order placement must be made before 12 noon local time to be considered for that day. Each order must be ready to be shipped within a maximum of six (6) days of receipt. Upon the Contracting Officer's authorization, exceptions may apply for remote areas and communication problems. Each contractor must submit an order delivery schedule which depicts transit time and method of distribution to each DODAAC (customer location).
- B. The contractor shall advise the customer no later than 12 noon local time on the day following order placement of the non-availability of an item. If it appears that the contractor does not expect a stock replenishment in sufficient time to fulfill the requirement, the contractor should offer the customer a substitute of equal or higher quality and of equal or lower cost (unless otherwise accepted by the customer) at the time of the non-availability notification, or advise them of the not in stock (NIS) position of the item. The customer will make the final decision on the acceptability for any substitution, and submit a new delivery order.

III. ORDER FILL OR SUBSTITUTION POLICY

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

IV. PRODUCT QUALITY

- A. Shelf-life:

Acceptance of supplies awarded under this solicitation will be limited to product processed and packed from the latest seasonal and/or latest pack available during the specific annual contract period. For annual pack items, including seasonal items, products will be from the latest seasonal pack available, unless approved in advance by the Contracting Officer.

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

PRIME VENDOR AFGHANISTAN

Products required by the DLA Troop Support Item Description to be chilled must be maintained and delivered chilled; products required to be frozen must be delivered frozen to the DLA Troop Support customer unless approved by the Contracting Officer. Cottage cheese and cream cheese shall not be frozen under any circumstance. Some products commonly sold as "Chill" in the commercial market may be required to be frozen, as described and identified as "Frozen" within the DLA Troop Support item description. This is due to customer need and shipment to OCONUS locations, so these specific items should be purchased frozen from the manufacturer. These short-shelf life "chilled" items that require delivery/storage in a frozen state may include but are not limited to: hot dogs, bologna, bacon, deli meat(s), cooked ham(s), other cooked meat(s), and cheeses. These items should be frozen at the manufacturer's plant. If the manufacturer does not have this capability, then the contractor is responsible. These items, identified as "Frozen" shall be blast-frozen by the contractor following the manufacturer's "Freeze-by-Date" guidelines to preclude degradation and extend shelf-life. The contractor's label shall correlate with the manufacturers' frozen shelf life recommendations for each type of product. All documentation of the manufacturer's recommended "Freeze-by-Date" and the frozen item recommended shelf life should be available for review if the product is blast-frozen at the contractor's facility. NOTE: a product designated by DLA Troop Support as "Frozen" shall never be frozen using a slow-frozen process.

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 to the contracting officer who will in turn notify the contractor.

For items produced with shelf life less than 90 days, no product shall be delivered to customers with less than 7 days manufacturer's original shelf life remaining unless the customer grants prior written approval to the Contracting Officer who will in turn notify the contractor.

The contractor must maintain adequate inventory turnover rate information. The contractor must also have a system that tracks and aids in the control of shelf-life and proper shelf-life dating for items normally inventoried.

B. Expired Product/Shelf Life Extensions:

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

1. The contractor 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 DLA Troop Support and VETCOM Services.
2. The contractor 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

PRIME VENDOR AFGHANISTAN

original expiration date, and Manufacturer's extended expiration date to the Contracting Officer and Contracting Officer Representatives for review/concurrence.

3. The Contracting Officer or Contracting Officer Representative, as designated, replies to the contractor with acceptance/rejection of the submitted package and go or no-go for the VETCOM inspection request.
 4. VETCOM will 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 VETCOM approval is granted).
 5. After approval by VETCOM and upon written approval from the Contracting Officer, the contractor is authorized to use the product.
- C. 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:
 - 1) Identical in respect to packaging when the DoD unit of issue is not described by weights (e.g., pound or ounce).
 - 2) 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.
 - 3) 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.

V. QUALITY PROGRAM

- A. An established Supplier Selection or certification program, which promotes competition and results in consistent quality with minimal variation in product, shall be used to ensure standardized product quality for each item supplied and/or listed in the stock catalogs, regardless of supplier. The rationale for choosing the supplier is based on successful relationships. The product quality shall be equal to that described in the pertinent item specification. Product characteristics shall be standardized to the extent that variations in flavor, odor, and texture will be minimized.

PRIME VENDOR AFGHANISTAN

The contractor shall have a formal quality assurance program and a quality control manager that is responsible for oversight of the program. All aspects of quality as related to this subsistence contractor program shall be proactively monitored and evaluated by the contractor.

The contractor shall have inspection procedures that ensure the receipt, storage, and outbound movement of quality products to the customer. The contractor shall have adequate automated procedures, including procedures to ensure that the temperature and humidity controls that the contractor have in place are adequate and working.

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 DLA Troop Support;
12. Compliance with EPA and OSHA requirements;
13. Distressed or salvaged items or products shall not be used;
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.

VI. WAREHOUSING AND SANITATION PROGRAM/STORED PRODUCT PEST MANAGEMENT

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

PRIME VENDOR AFGHANISTAN**VII. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS**

Applicable food products, e.g. poultry, dairy and seafood items, delivered to customers listed in this solicitation, as well as any customer added to the Subsistence Prime Vendor Program, shall originate either from an establishment listed in the "Directory of Sanitarily Approved Food Establishments For Armed Forces Procurements," or one which has been inspected under the guidance of the United States Department of Commerce (USDC) or the United States department of Agriculture (USDA). For detailed information see above "Sanitary Conditions" requirement per DLAD 52.246-9044.

VIII. 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 contractor's compliance with the terms of the contract. The visits will be either on a routine basis or as a result of unsatisfactory ratings received during DLA Troop Support Product Audits, 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 contractor. If DLA Troop Support deems it necessary to conduct an on-site visit with a subcontractor, product supplier and/or food distributor used by the contractor, the contractor 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 DLA Troop Support's contractor audit results and other recalls; review of paperwork for product destroyed/condemned or returned to supplier including but not limited to product rated Blue/Red during the last DLA Troop Support audit, customer, returns, etc.; customer's notification on product recalls (product rated Blue/Red/other reason), etc; contractor's response to customer returns/issues and visits to customers' locations. The QSMV may also include unannounced visits to customers served by the contractor.

The contractor must provide the Government a report showing all DLA Troop Support catalog products sorted by location when the QSMV Team arrives.

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

The contractor must take corrective action to address any concerns identified as a result of the QSMV. Concerns identified during the QSMV, or contractor failure to take corrective action in response to QSMV findings, will be grounds for terminating the contractor's 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 constitute Government forbearance or waiver of noncompliance with contract requirements,

PRIME VENDOR AFGHANISTAN

and will not affect the government's right to terminate the contractor's contract or take other corrective or adverse action.

B. Product Quality Audits:**1. Basic Audits**

- a. The DLA Troop Support Worldwide Food Audit Program, covering all Food Classes within a contractor'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:
 - 1) Contractor adherence to contract requirements
 - 2) The quality level of the materials supplied is satisfactory and uniform throughout the DLA Troop Support -FT Subsistence Prime Vendor Regions.
 - 3) There is no product misrepresentation or unapproved substitution.
- b. The Audit objectives are accomplished utilizing the expertise of the U.S. Dept. of Agriculture (USDA) Agricultural Marketing Service (AMS) Meat, Poultry and Processed Products Graders, U.S. Dept. of Commerce (USDC) National Marine Fisheries Services and DLA Troop Support -FT Quality Assurance personnel. Representatives from the above agencies form the DLA Troop Support Worldwide Food Audit Team.
- c. Each contractor will undergo an initial audit once per contract tier pricing period with the first audit occurring during the first tier pricing period and other initial audits occurring once per each following tier pricing period.. The Audits are conducted as a product cutting. The average cost of one Food Audit is approximately \$9,500.00 (product cost only). As a contractor, you will be expected to provide samples of the government's choice at a cost of approximately \$9,500.00 per audit. Additional cost may be incurred by the contractor if the contractor's facility does not have a facility/kitchen or the equipment needed to perform the audit. The cost is part of the standard distribution price.

2. Audit Process

- a. The contractor will normally be given advanced notice of sixty (60) calendar days of an impending audit. The Government reserves the right to conduct unannounced food audits.
- b. DLA Troop Support Worldwide Food Audits are typically a three (3) day process. Day one is devoted to sample selection at the contractor's OCONUS distribution facility. Day two and three encompass the performance of the actual audit.
- c. Once an audit has been scheduled, the DLA Troop Support Lead Auditor will arrive at the contractor's OCONUS distribution facility 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 AFGHANISTAN

- d. Items selected for evaluation will be segregated from the contractor's regular inventory and appropriate procedures shall be used to maintain the integrity of the samples. Evidence that the contractor has replaced or tampered with samples, or otherwise interfered with the audit samples and/or audit process will result in the contractor failing the audit. One or more audit failures may be grounds for terminating the contract.
- e. During the Audit (days two and three), the DLA Troop Support Quality Assurance Representative will assign an item rating based on compliance with or departure from stated requirements as specified in the DLA Troop Support NSN, LSN, or NAPA catalogs. 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:

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 DLA Troop Support's ability to recall the item. **ACTION REQUIRED:** this nonconformance requires attention from the contractor. Minor nonconformances may be tolerated by the customer for a short period of time (until the contractor receives a new product at OCONUS but for no more than 30 days at CONUS locations).

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

PRIME VENDOR AFGHANISTAN

packing, packaging, labeling and markings that would necessitate a regulatory market suspension or have a major affect on DLA Troop Support's ability to recall the product. **ACTION REQUIRED:** contractor 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:** contractor 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:

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

CRITICAL NONCONFORMANCE (RED) = The DLA Troop Support Food Safety Office will issue a Hazardous Food Recall for all critical nonconformances 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. Audit Preparation

The contractor is responsible for and will bear all costs for the facility and the equipment/supplies used during the audit. Immediately upon receipt of the audit notification, the contractor 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

PRIME VENDOR AFGHANISTAN

available at the contractor facility or the space is inadequate other arrangements must be made by the contractor. The room must be equipped with running water. Clean up of the cutting area/room and continuous clean up of equipment will be the contractor's responsibility. The contractor must call the Lead Auditor to discuss the location, adequacy of the facility, and equipment available as soon as possible but no later than 45 Calendar days prior to the audit. The following is the list of equipment / personnel that may be needed:

- a. Freezer storage area to store samples selected.
- b. Chill area for tempering product for approximately 10 + pallets.
- c. Tables for conducting the audit and demonstration.
- d. Sinks/wash area equipped with sanitizing soap for cleaning knives and equipment.
- e. Water jet spray attachment for the sink.
- f. Pans or work area in close proximity to a sink area to drain/purge from packaged product.
- g. Deep fat fryer.
- h. Microwave.
- i. Calibrated scales – A scale capable of weighting portion control items and roasts; a large scale capable of weighting large cases (weighing up to 70 pounds); a digital portion scale capable of weighting in ounces and grams.
- j. A minimum of 10 large flat baking sheet pans, plastic trays or some type of tubs to place thawed meats.
- k. Cart to move samples around.
- l. Cutting boards (two or three).
- m. Large trash cans with bags.
- n. Power hook-up for 3-4 computers.
- o. Access to a copy machine.
- p. Small box for ground beef samples (Approx. 10 oz) and dry ice or cold packs for mailing.
- q. 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.
- r. Optional but considered highly desirable: Cloth towels and floor covering to maintain clean and sanitary floor areas.
- s. A camera and a person to take digital pictures during the audit may be required. A copy of the pictures will be e-mailed to the DLA Troop Support auditor at the end of the audit.

4. Sample List/Selection of Samples

The DLA Troop Support Lead Auditor will provide a list of sample items upon arrival at the contractor facility. Two samples for each item will be selected. 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 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

PRIME VENDOR AFGHANISTAN

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 contractor 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. DLA Troop Support considers 85% acceptability for each category (Meats, Poultry, Seafood, and Processed Products) as the minimum standard for acceptable performance. Contractors will be given a detailed report on each product reviewed. It will be the contractor'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 contractor.

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 constitute Government forbearance or waiver of the deficiency and will not affect the government's right to terminate the contractor contract or pursue other corrective or adverse actions against the contractor.

IX. BRAND NAME ITEMS

- A. Based on the ordering habits of the customers listed in this solicitation, the current 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. Contractor s are required to submit pricing on the specific Brand Name items listed in the Schedule of Items, if applicable.

PRIME VENDOR AFGHANISTAN**STATEMENT OF WORK****PACKAGING AND MARKING****I. PACKAGING, PACKING, AND LABELING**

- A. All packaging and packing shall be in accordance with best commercial practices. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug and Cosmetic Act and regulations promulgated there under. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code. The contractor shall be responsible for complying with any applicable packaging, packing, and marking regulations of the various countries in/through which product will be stored/transported.
- B. Semi-perishable items shall be snugly packed in shipping containers that fully comply with the National Motor Freight Classification and Uniform Freight Classification Code, as applicable.
- C. All 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 (open code dates are markings that indicate product expiration date). All products delivered by the contractor 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

PRIME VENDOR AFGHANISTAN

date. If the product manufacturers/producers do not use open code dating the contractor 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.

E. TRACEABILITY REQUIREMENTS FOR CONTRACTOR OR CONTRACTOR'S SUPPLIERS RE-PACKAGING AND RE-LABELING PRODUCTS:

If the contractor removes the item from the manufacturer's original packaging/shipping container and re-packages/re-labels an item, documentation must be maintained to trace the item back to the original producer/packer in case of a hazardous food recall or an item is rated Red/Critical during a DLA Troop Support audit. The contractor 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 contractor's item label shall clearly identify the item(s) shelf life information (using an open code date) on the exterior of each case. In addition, the contractor must maintain records of quantities and when and where the re-packaged/re-labeled item(s) were shipped. The contractor must be able to show/provide DLA Troop Support Quality Auditors the documentation for samples selected during contractor Product Quality Audits or Unannounced Quality Systems Management Visits (QSMVs). It is the contractor'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 contractor to isolate suspected items in order to notify customers in an expeditious manner whenever products are rated "Red/Critical" during a DLA Troop Support audit. The above requirements serve two main purposes: (1) To protect DLA Troop Support's customers and expeditiously notify them in case of accidental or intentional tempering/contamination and/or to prevent consumption of unsafe/hazardous products and (2) To maintain traceability of re-packaged/re-labeled items in order to verify country of origin, approved source requirement during the shelf life cycle of the item in the contractor storage and the customer's receipt/storage of the item in order to expedite the recall process for all suspected items intended for DLA Troop Support's customers

III. PALLETIZATION

- A. All contractor shipments must be palletized in accordance with good commercial practices. The contractor is responsible for the purchase of all pallets, which must be American sized pallets (48 x 40 inches). 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 contractor.
- B. Cases may be mixed on the pallet, but are to be skillfully built to protect the product and case integrity as to allow the receiver to out check/in check all items on that pallet. All shipments must include a pallet manifest in addition to the truck manifest.

PRIME VENDOR AFGHANISTAN**STATEMENT OF WORK****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 by an authorized Government receiving official. The inspection is normally limited to identity, count and condition; however, this may be expanded if deemed necessary by either the military Veterinary Inspector, Dining Facility Manager, Food Service Advisor/Officer, or the Contracting Officer.

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

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

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

Inspection and acceptance of products will be performed at the contractor's CONUS distribution point by a USDA official (costs for this inspection program are borne by the contractor). Inspection will normally be limited to identity, count, and condition.

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

PRIME VENDOR AFGHANISTAN**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. The contractor will provide a copy of their most favorable commercial warranty to the Contracting Officer after award.

III. DELIVERY TEMPERATURES, SHIPPING AND STORAGE REQUIREMENTS

The contractor 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, not damaged, 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.
- C. Items requiring chilled conditions shall be stored and delivered under refrigeration of 32 to 40 degrees Fahrenheit.
- D. For ice cream, the recommended storage and delivery temperature is -10 degrees Fahrenheit and the temperature shall not exceed 0 degrees Fahrenheit.

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 authorized Government receiving official.
- B. When product is found to be non-conforming or damaged, or otherwise suspect, the authorized Government receiving official shall reject the item and/or determine the course of action to be taken with the product in questions. If present, the Contracting Officer Representative (COR) may be consulted. The final decision is to be made by the authorized Government 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. Any replacement delivered items will be delivered under a separate delivery ticket/invoice utilizing a new call number,

PRIME VENDOR AFGHANISTAN

CLIN number, and delivery 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 contractor may be required to pick up the rejected product or the customer may agree to dispose of it. Credit due to the ordering activity as a result of the rejected product being returned, will be handled through a receipts adjustment process in STORES. If the contractor has already been paid for the product, an offset will be issued through DLA Troop Support's financial system. 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 DLA Troop Support Contract Specialist.
- E. Government policy requires that product shall be inspected upon receipt as promptly as practicable. However, failure to promptly inspect or accept supplies shall not relieve the 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.

V. ARMY VETERINARY INSPECTORS AND INSPECTIONS

As described and detailed in this solicitation, all inspections by Army Veterinary Inspectors (VETCOM) shall be conducted in accordance with 48 CFR Part 246, Army Regulation (AR) 40-657, AR 40-656, and any other rule, regulation, or standard food inspection policy applicable to the Subsistence Prime Vendor operating within this geographic area as may be established from time to time by CENTCOM, Third US Army, or any other Department of Defense entity.

PRIME VENDOR AFGHANISTAN**STATEMENT OF WORK****DELIVERIES AND PERFORMANCE****I. CONTRACTOR ACCOUNTABILITY**

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

II. CONTRACT IMPLEMENTATION PHASE

In the event that a follow-on contract is awarded to a firm other than the incumbent contractor, 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 phase, the incumbent contractor will remain the principal source of food and non-food supplies. Notwithstanding other provisions of this contract, performance failure during this period, just as during other periods of performance, may result in the contract termination for cause. The order of precedence for customer support is (1) the incumbent contractor (2) the new contractor.

Within (30) days after notification of award, the unsuccessful incumbent contractor 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 contractor with forecasting levels and begin the ramp-up phase. The Government encourages the new contractor to procure residual levels of inventory from the incumbent as an initial basis for creating a total asset pipeline, since this will avoid significant and additional over-ocean transportation charges to the Government.

At least (90) days prior to issuance of the first delivery order, the new contractor 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 the issuance of the first delivery order, the new contractor 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 contractor's CONUS warehouse, on the water, or in the contractor's OCONUS warehouse. The new contractor 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 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. The contract begins on the award date, and consists of 66 months.

PRIME VENDOR AFGHANISTAN**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

- 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 contractor 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 contractor shall remove all empty pallets and all excess packaging materials on the next delivery.
- C. 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 contractor 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 and / or Entry Control Points (ECPs) for inspection or convoy support before proceeding to or leaving assigned delivery point(s). The contractor may experience delays at some ECPs due to security procedures. The contractor must maintain records and provide a signed copy of the delivery ticket/invoice per U.S. Government instructions.
- F. The customers should not be contacted regarding questions concerning delivery prior to contract award. Contractors 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.
- G. 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.
- H. The contractor shall also ensure that the personnel loading and delivering the product provide prompt and efficient service to the customer. Drivers shall carry picture ID's, and comply

PRIME VENDOR AFGHANISTAN

with badge requirements and any other internal ID and security requirement of the specific site. Trucks/aircraft shall also be properly registered with each activity to ensure smooth admission to the compound, while fully honoring all local security protection measures of the military activities.

- I. For deliveries by truck, the contractor will be responsible for bringing the product to the back of the truck. At some sites, the contractor will need to provide and utilize its own material handling equipment (e.g., forklift or pallet jack) since some sites may lack loading docks and / or material handling equipment.

Delivery to airfields and airports may also be required. The contractor must be in compliance with all theatre air control requirements. The contractor will be required to palletize, cover, strap down and transport cargo to the designated airfield. At the airfield, the contractor will be responsible for bringing the product to the tail of the aircraft, and the product must be accessible for downloading by the customer. The contractor will be required to properly prepare / process any and all required documentation before items are accepted for airlift transport. Once the contractor 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.

- J. Delivery Points:

At time of award, the U.S. Government estimates there will be 200 to 250 delivery points. Attachments 1 and 3 lists the DODAAC for every delivery point, which Regional Command (RC) is located in, the sales volume for that location, the Government's estimate as to the mode of transportation to that location, and the landing capabilities for that site. Locations are scattered throughout Afghanistan. Based on conditions on the ground, the actual locations may increase or decrease. It is anticipated that most customers will receive their deliveries via a combination of truck, rotary and fixed wing. Significant delays may be experienced due to base security procedures. These locations will normally require one to three deliveries per week.

Note, if additional customer locations are added after award, the distribution prices per the contract award terms will apply to the additional locations, and will not be subject to equitable adjustment.

- K. All orders shall be accompanied with three copies of the delivery ticket/invoice documents.
- L. For truck deliveries, customers may cancel orders prior to truck sealing. For Afghanistan Outbound Transportation, utilizing fixed wing aircraft/helicopter deliveries, customers may cancel orders prior to loading of product onto aircraft. No restocking charges apply.

V. TERMS OF INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT

- A. The duration of the contract is for a term of 66 months, with three separate pricing tiers. The first tier shall begin on the award date for a 30 month period (inclusive of a 6 month ramp-up period followed by a 24-month performance period); the second tier shall be for the following 18 month performance period; the third and final tier shall be for an 18 month performance

PRIME VENDOR AFGHANISTAN

period following the first 18-month performance period. The ordering period begins after the first order is placed. Performance period options are not being used in this contract.

- B. The contractor's implementation phase is defined as the timeframe which begins immediately after award and ends when the first order is placed.

VI. FILL RATE/SUBSTITUTIONS

- A. The required contract order fill-rate is, at a minimum, 97%, which must be achieved for both items sold by the case and items sold by the pound. It is not necessary to propose a higher fill rate, nor will we evaluate a proposed higher fill rate. During contract performance, higher fill-rates may result in a higher Past Performance and Experience rating for future acquisitions. Fill rates will be documented in the Contractor Performance Review System (CPARS) and low fill rates may impact past performance evaluations on subsequent acquisitions.
- B. The fill rate for non-catch weight items shall be calculated as follows and shall not include substitutions, mis-picks, damaged cases, etc.:

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

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

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

D. Definitions:

1. Cases accepted: The product quantity that the customer has received and receipted, not including damaged cases, and mis-picks.
2. Cases ordered: The product quantity requested by a customer.
3. Catch-weight item: An item for which a weight range is acceptable; normally meat items purchased by the pound, e.g. 8905-01-E29-2117, Beef Flank Steak, 11-15 LB.

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

0 – 0.4999 will round down

0.5 – 0.999 will round up

- F. The following is as an example of a catch-weight item with an average weight is 13 LB. In the event a customer wants 50 lbs of the item, the ordering system will place the order for a multiple of 13 LB equal to or greater than the requirement, in this case 52 LBS. If the contractor delivers 45 LB, the fill-rate will be calculated as follows:

Order = 52 LB / 13 = 4 cases

Receipt = 45 LB / 13 = 3.46 = 3 cases

Fill-rate = 3 / 4 = 75.0%

PRIME VENDOR AFGHANISTAN

If the contractor delivers 46 LB, the fill-rate = $46 / 13 = 3.53 = 4 \text{ cases} = 4 / 4 = 100\%$

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

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

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

Increase: plus (+) the item average weight

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

Decrease = $13 \times .49 = 6 \text{ LB}$

Increase = 13 LB

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

- H. Designation of catch-weight items: To designate a catch-weight item, the Contractor must input catch-weight indicator "AVG" in 832 catalog field PO404, Packaging Code, for each catch-weight item. The Contractor shall assure that the correct average case weight (i.e. the actual weight average of cases that will be delivered) is input in 832 catalog field CTP04, Catch Weight Multiple.
- I. No single line item will be credited for more than 100% fill-rate. This includes both catch-weight and non-catch-weight items and for any items should the accepted quantity be greater than the quantity ordered.
- J. Substitute items will be accepted / receipted against the new STORES order line, and the original order line will be counted as a zero fill. As an example: 8 cases of #10 can applesauce is ordered, the contractor is NIS and recommends #303 CN applesauce as a substitute, customer accepts substitute and places a new order for 6 cases of the #303 CN applesauce (for a different quantity in this example due to package/pack size difference), and contractor delivers the substitute order in full:

Original: 8915-00-127-8272, Applesauce #10 CN, 6/CS:

Order = 48 CN = 8 CS: Receipt = 0

Substitution: 8915-00-127-6272, Applesauce #303 CN, 24/CS:

Order = 144 CN = 6 CS: Receipt = 6 CS

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

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

PRIME VENDOR AFGHANISTAN

- L. The Government in-house record for fill-rate calculates the fill-rate for each line item of each delivery order, the fill rate per delivery order, the fill-rate per customer, and the fill-rate for all customers, for any period of time, based on order required delivery dates (RDD). Fill-rates are calculated for non-catch-weight items, catch-weight items, and overall (all items) fill rate. The Government's in-house record for non catch weight fill rate shall be calculated utilizing the order and receipt information located in STORES. The contractor's submitted non catch weight fill rate reports will be based on the same formula, and shall not include substitutions, mis-picks, damaged cases, etc.
- M. The Contractor shall promptly inform the Contract Specialist or Contracting Officer of any specific instances that would absolve or excuse its failure to deliver an order, or individual line item(s), in full; e.g. customer cancelled line or quantity without adjusting STORES, customer ordered incorrect quantity, item being discontinued, etc. If the Government agrees with the justification, the Government will post the exception into its in-house system which will result in the order or line(s) either being excluded from the Government fill-rate calculation or the correct order and receipt quantities being included in the calculation. These excusable instances represent Fill-Rate Exceptions, and are shown below.
- N. The contractor shall submit its fill-rate report (to include overall fill rate based on cases; overall non-catch weight item fill rate based on cases; overall catch weight fill rate based on cases; overall catch weight fill rate based on pounds) to the DLA Troop Support Contracting Officer. The reports shall be based on order required delivery dates (RDD), not order placement dates. The Government will compare and attempt to reconcile the Government and contractor's report. The Government's fill-rate report will be the official government record for contract performance evaluation.

FILL RATE EXCEPTIONS:

- A – STORES Receipt Data Out of Date**
- B – STORES Catalog Problem, PRF Incorrect
- C – STORES Catalog Problem, Catch Weight Item Pkg Data Incorrect
- D – Monthly Item Demand Exceeds Average Demand By $\geq 300\%$
- E – Newly Cataloged Item/Insufficient Time for Contractor to Procure**
- F – Low Shelf Life Item. Frequent Restocking Required**
- G – Customer Cancelled Item Without Using STORES.
- H – Customer Based Order Qty on Incorrect Unit of Issue
- I – DLA Troop Support Demand Forecast Problem
- J – Special Order Item**
- K – Item Being Phased Out
- L – Customer Ordered Wrong Item
- M- Customer Ordered Incorrect Quantity for Catch Weight Items*
- Z – Other, Not Listed***

* Note: When using exception M, the fill rate should be calculated as outline above regardless of the fill rate percentage, i.e., 30 lbs accepted / 20 lbs ordered = 150%. Using this code will explain why the fill rate is over 100%.

** Note: Not Applicable in OCONUS.

PRIME VENDOR AFGHANISTAN

***Note: Column Z is to be used for other Exceptions not listed, for example: DTS Delays, NIS Waivers etc. and must be explained in a separate Word document.

Following is a sample Fill Rate report template:

[illegible]

Following is a sample Discrepancy Report template:

[illegible]

VII. HOLIDAYS

All orders are to be delivered on the specified delivery date. However, when a scheduled delivery falls on a holiday or during a holiday period, such as the thirty (30)-day month of Ramadan and the three (3)-day celebration of Eid al-Fitr, the contractor shall make delivery arrangements in advance with the customer to prevent disruption of service. In sufficient time prior to Ramadan and Eid-al-Fitr, the contractor will ensure that ample stock levels are maintained in the OCONUS distribution facility(s) should containers / trucks / aircraft be detained at the ports, borders, Class I yards, air ramps, and the contractor's OCONUS distribution facility(s) due to limited transportation capabilities.

PRIME VENDOR AFGHANISTAN**VIII. EMERGENCY ORDERS**

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

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 fulfillment error by the contractor / 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 authorized Government receiving official will annotate short shipment(s) on the delivery ticket/invoice(s) that accompany the delivery. The contractor’s representative (the truck driver/pilot), will acknowledge and counter-sign the delivery ticket/invoice.
- B. Any product delivered in error by the contractor must be picked up on the next delivery day after notification by the ordering facility.

PRIME VENDOR AFGHANISTAN**XI. SURGE AND SUSTAINMENT**

The primary mission of the Defense Logistics Agency (DLA) is to support the military in peace and during contingencies. The ability to ramp-up quickly to meet early requirements, and to sustain an increased pace throughout the contingency are critical to the execution of U.S. military strategy. DLA's designation as a Combat Support Agency makes it directly responsible for the timely support of critical supplies to the Combatant Commanders in support of their operational requirements. Because of DLA's unique role, surge and sustainment capability is a primary consideration in all acquisitions. All DLA contractors are accountable for surge and sustainment performance, ensuring surge capability actually exists and validating surge capability through surge testing. Therefore, surge testing will be required under the resultant contracts of this solicitation for the life of the contract.

The DLA defines surge as the ability to ramp up quickly to meet early requirements normally needed within the first 45 days. Sustainment is defined as the ability to sustain an increased pace throughout the contingency(s) for six months or longer. The spectrum of possible contingencies includes major theatre and smaller scale contingency operations. The various contingencies are as follows:

Joint Chiefs of Staff (JCS) Logistics Exercises – The contractor must have the ability to support short term surges in demands, which may increase two times the estimated demand. 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 of 200% of peacetime demand for a period of up to 30 days. Normally, there is advance notice as to when exercise surges will occur. However, the contractor will be required to meet the surge demand in the normal contractual lead time.

For the resultant contracts from this solicitation the contractor will be required to have the ability meet surges of 200% of normal demand levels. For example if a customer has a normal demand of 100 cases per month of an item the surge level could be as high as 200 cases per month during the surge period.

Military Operations – The contractor must have the ability to support surges in demand, which may be needed for an extended period of time on short notice. For this type of scenario, the capability to ramp-up quickly to meet early requirements, as well as sustainment for a extended period of time is essential.

Mobilization - A full-scale military mobilization or a national emergency could increase supplies to those items and quantities listed in the contractor Catalog. This increase in quantity may be needed for a six-month period or longer. Normal mobilization strategies provide lead times of at least 30 days to 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 AFGHANISTAN**STATEMENT OF WORK****CONTRACT ADMINISTRATION DATA****I. CONTRACTING AUTHORITY**

- A. The DLA Troop Support Contracting Officer is the only person authorized to approve changes, or modify any requirement of the contract. Notwithstanding any provisions contained elsewhere in the contract, said authority remains solely with the DLA Troop Support Contracting Officer.
- B. In the event the contractor effects any change at the direction of any person other than the DLA Troop Support Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made. The Contracting Officer must authorize any modification or costs associated with a change.
- C. Requests for information on matters related to this contract, such as an explanation of terms or contract interpretation, shall be submitted to the DLA Troop Support Contracting Officer.

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 contractor. Any changes must be made on the face of the invoice; attachments are not acceptable.
- B. For the payment of the non-standard distribution price, the contractor will receive two (2) delivery orders, one for the product price and standard price, and another for the non-standard distribution price. The contractor will submit 810 transactions upon customer receipt.
- C. All invoicing for payment is to be filed electronically using EDI transaction set 810. No paper invoices shall be submitted to DFAS for payment. All invoices submitted by the contractor must be "clean", i.e. all debits and/or credits must be reflected on the invoice prior to submission.
- D. Invoice transactions may be submitted to DLA Troop Support daily; however, it cannot be stressed enough that all internal debit/credit transactions must be completed prior to the submission of the invoice. Invoice lines that do not contain the correct invoice data and/or contain incorrect quantities delivered or prices charged will be rejected. The contractor will be responsible for correction and re-submission.
- E. The same invoice cannot be submitted with different dollar amounts, and the same invoice number cannot be used more than once during the fiscal year.
- F. Invoices may not be submitted as "LIVE DATA" until a test transaction set has been cleared.

PRIME VENDOR AFGHANISTAN

- G. For catch weight items, standard rounding methods must be observed, i.e. less than 0.5 is rounded down; equal to or greater than 0.5 is rounded up. All weights must be rounded to whole pounds using standard rounding methods. Any line submitted for other than whole numbers will be rejected and require correction and re-submission by the contractor.
- H. 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.
- I. 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
- J. 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 Delivery 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 DLA Troop Support’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).
- K. Contractors are required to use the DLA Troop Support Reconciliation Tool to identify and correct mismatches between invoices submitted and customers posted receipts. It is the responsibility of the contractor to adjust as necessary and communicate with the customer or DLA Troop Support as needed, in order to resolve any/all discrepancies.

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. Payment is subject to the terms and conditions of the Prompt Payment Act (31 U.S.C. 3903) (The due date for making invoice payments by the designated payment office shall be the later of the following two events: (a) the 30th day after the designated billing office receives a proper invoice from the Contractor; (b) the 30th day after the Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.). All 810 electronic invoices must be submitted with accurate, sufficient, clean data before any payment can be made. Afghanistan invoices that exceed the

PRIME VENDOR AFGHANISTAN

\$500K threshold shall be scanned and e-mailed separately to DLA Troop Support. DLA Troop Support will enter the receipt records into STORES. However, the contractor 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 do not apply.
- E. All contractors 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. STORES/BSM Reconciliation Tool: In an effort to improve the payment process, contractors will have availability to view what the customer has or has not receipted, via the BSM website. The contractor will have access to “unreconciled” information, i.e. the invoice does not match the receipt because of a quantity or price discrepancy, or because the customer has not posted a receipt. Both invoice information and receipt information will be available for review by the contractor. While the contractor will not have the capability to update customer receipt information, update capability will be available for unreconciled invoice information for approximately 30 days. There is a Reconciliation Training Website at: <http://www.dscp.dla.mil/subs/recon1.pdf>.
- 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. A designated representative at the ordering activity will perform administration of the individual customer delivery order. This includes approving product substitutions and delivery changes.
- B. The DLA Troop Support Contracting Officer must approve any changes to the contract.

PRIME VENDOR AFGHANISTAN

STATEMENT OF WORK

SPECIAL CONTRACT REQUIREMENTS

I. NOTICE TO OFFERORS

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

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.

It is at the Contracting Officer's discretion which reports are submitted and the frequency of these reports. All of these reports shall be cumulative for a one (1) month period and submitted no later than the seventh day of the following month i.e. reporting period of January 1st through January 31st, the reports must be received by February 7th. Unless otherwise identified below, all other reports are to be submitted electronically on a monthly basis. Other reports and additional information on existing reports may be requested by the Contracting Officer.

The contractor is required to add the following statement to every management report submitted to DLA Troop Support:

"I confirm that all the information submitted to the Government is complete and accurate to the best of my knowledge. I understand that false statements contained herein, may be punishable by law."

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

1. Monthly Fill Rate Report_Monthly Fill Rate Report: The monthly fill-rate by line item is calculated by dividing the number of cases accepted by the customer by the number of cases ordered. Mis-picks and damaged cases should not be included in this calculation, however all items Not-In-Stock, rejected, returned, damaged, mis-picks, etc., should be clearly identified in the report. The report should specify fill rates per customer/dining facility and an overall average for the month. In addition to the fill rate by cases, catch weight items by pounds shall be reported as defined in the fill rate section of the solicitation.
2. Weekly Fill Rate Report_In addition to the Monthly Fill Rate Report, the contractor will also submit a weekly report reflecting the previous weeks business, by customer and overall, to DLA Troop Support Contracting Officer. This weekly report will follow the exact same format as the monthly fill rate report.

PRIME VENDOR AFGHANISTAN

3. The Monthly and Weekly fill rate reports should specify fill rates grouped by contract/catalog number(s) (if applicable), DODAAC (first six positions of the delivery order) and delivery order number. The date range of the report shall be based on the customer's RDD for the previous week as defined in para. 2 above.

The report shall contain all orders for the specified time period, as well as, a worksheet summary roll-up report tab which captures all contract/catalog numbers combined. The summary shall contain the following information:

- a. Overall fill rate based on cases
 - b. Overall non-catch weight fill rate based on cases
 - c. Overall catch weight fill rate based on cases
 - d. Overall catch weight fill rate based on pounds
 - e. Delivery orders shall be grouped by DODAAC. Within each DODAAC sort fill rates by delivery order number
4. Overall discrepancy report shall only include delivery orders that contain less than 100% fill rate and reason code for discrepancy.
- 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 DLA Troop Support stock number, item description, unit of issue, quantity ordered, distribution price 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 delivery order number, line item number, DLA Troop Support 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., contractor, 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 (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), and HUBZone (HZSB). 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 HUBZone businesses.
 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 DLA Troop Support is required to report its success in meeting these goals to the Defense Logistics Agency (DLA).

PRIME VENDOR AFGHANISTAN

- 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 all discounts, rebates, allowances or other similar economic incentives or benefits, and the associated amounts passed on to the Government. 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 of limited or special duration, and the amount that has been passed on to the Government, in the form of an upfront 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.
- H. Monthly Asset Visibility Report - Product line item demand quantities, assets on-hand, at port, in the pipeline and on order. The contractor needs to be able to present real time asset visibility of their entire inventory. At a minimum the contractor will be required to submit this report once a month, but there may be instances when the contractor 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.
- NOTE: This report starts before the first order is placed, and is required during the implementation period.
- I. Monthly Slow Moving Item Report - The report should list underperforming (items not meeting monthly 1 pallet 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. Monthly Vendor Catalog Report – (to be submitted with each catalog update) – Sorted by Item Description; each line to contain at a minimum: DLA Troop Support stock number, item description, product price, normal distribution price, unit price, premium distribution price, purchase ratio factor numerator, unit of issue, item category, item category unit of measure.

PRIME VENDOR AFGHANISTAN**K. Daily Asset Reports:**

1. Trucks– The number of trucks in and out of each contractor 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.
2. Vans – The number of vans received from the port each day.
3. 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 (contractor or GFM).
4. Containers Received Summary – The total number of containers received into inventory with a breakout by type (contractor dry/frozen and GFM dry/frozen).
5. Stock on Hand – The total amount of inventory on hand for each stock number, separated by warehouse location(s).

L. Operational Support Reports:

1. Monthly Afghanistan National Employment Report – The number of Afghanistan Nationals employed by the contractor, listed by position(s). Identify any actions taken to support the Afghanistan National Employment initiative.
2. Monthly Afghanistan First Report - Identify the items, dollar values, quantities, maximum capacity of the supplier(s), and any actions taken to support the Afghanistan First initiative.
3. Bi-Weekly SC / CASA Report - Identify the items, dollar values, quantities, maximum capacity of the supplier(s), city and country of origin, and any actions taken to support the SC / CASA initiative.

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 DLA Troop Support Stock Number, DLA Troop Support Unit of Issue, the contractor's part number, and the brand of each item.

IV. OTHER CONSIDERATIONS

The contractor will cooperate in any Government investigation relating to this contract. Specific forms of cooperation will include making officials available for interviews, production of records, etc.

The contractor will submit specific and regular confirmations, signed by a senior official of the company, relating to pricing and discounts.

PRIME VENDOR AFGHANISTAN

FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JUN 2008)

Note: 52.212-1, Instructions to Offerors—Commercial Items (JUN 2008) is incorporated in this solicitation by reference.

ADDENDUM TO 52.212-1

The following paragraphs of 52.212-1 are amended as indicated below:

1. Paragraph (b), *Submission of Offers*.

☒ Facsimile offers are NOT authorized for this solicitation.

☐ Facsimile offers are authorized for this solicitation. Facsimile offers that fail to furnish required representations, or information, or that reject any of the terms, conditions and provisions of the solicitations, may be excluded from consideration. Facsimile offers must contain the required signatures. The Government reserves the right to make award solely on the facsimile offer. However, if requested to do so by the Contracting Officer, the apparently successful offeror agrees to promptly submit the complete original signed proposal. The Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer.

2. Period for Acceptance of Offers (Paragraph c).

Period of acceptance is 210 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

PRIME VENDOR AFGHANISTAN

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.

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. Proposal Factors and Components

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 non-price factors considered. The following technical factors and price components shall be used to evaluate offers:

TECHNICAL PROPOSAL (NON-PRICE FACTORS)**I 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.) Within Sub-Factor A, Experience, element A1 (Size and Complexity) is of greater importance than element A2 (Key Personnel).

A. Experience

A1. Experience (Size and Complexity)

A2. Experience (Key Personnel)

B. Past Performance

C. Socioeconomic Past Performance

D. Ability One Past Performance

II DISTRIBUTION SYSTEM/QUALITY ASSURANCE

(Sub factors are of equal importance)

A. Warehouse Location / Capacity and Resource Availability

B. Airlift Capability

C. Quality Control, Assurance and Warehouse Procedures

PRIME VENDOR AFGHANISTAN

D. Product Protection / Food Defense

E. Surge and Sustainment Capability

III OPERATIONAL SUPPORT

A. Afghanistan National Employment – Afghanistan First – Southern Caucasus (SC) / Central and Southern Asian States (CASA)

B. Civil Reserve Air Fleet (CRAF) / Voluntary Intermodal Sealift Agreement (VISA)

IV SOCIOECONOMIC CONSIDERATIONS**BUSINESS PROPOSAL/PRICING (PRICE COMPONENTS)****I. Aggregate Distribution Price****II. Weighted Aggregate Product Price****7. Proposal Factors and Components**

- (i) All information is to be submitted in writing. All written offers need to be submitted on 8.5 in x 11in Standard Paper.

We do not anticipate the use of site visits, however the government reserves the right to send a team of personnel to any proposed contractor facility in order to confirm information contained within an offeror's submission. The technical and business proposals/pricing are required to be submitted in writing (exclusive of attachments 1 through 4) and must be prepared separately in the quantities shown below. These documents shall be separately bound and shall not be combined. 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 Proposal	6
II	Business Proposal/Pricing	2
<u>Electronic Copy</u>	<u>TITLE</u>	<u>NO. OF COPIES</u>
I	Technical Proposal	2
II	Business Proposal/Pricing	2
III	Attachments 1 through 4	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 pricing data contained in the Business Proposal. Conversely, the Business Proposal should not address information requested under an element listed as a technical factor. Pricing information shall only be contained in Volume II. Two copies of Attachments 1 through 4 shall be submitted on working copies of Microsoft Excel Spreadsheet formatted CD's. Each volume shall be put in binders separately and labeled appropriately.

PRIME VENDOR AFGHANISTAN

(iii) All offerors must submit invoicing in binders as follows:

- v. Binder #1 Invoices For Items (1 – 200)
- vi. Binder #2 Invoices For Items (201 – 400)
- vii. Binder #3 Invoices For Items (401 – 600)
- viii. Binder #4 Invoices For Items (601 – 705)

(iv) Unless otherwise stated, the technical proposal, business proposal, and other required documents must all be submitted by the date and time specified for the receipt of proposals or as amended, if applicable.

(v) A SIGNED and COMPLETED SOLICITATION must accompany the technical and business proposal in its entirety. Make sure all fill-ins and clauses that require a response are completed. The solicitation is available on the following DLA Troop Support website: www.dscp.dla.mil/subs/pv/regions/mideast/pvmideast.asp.

(vi) 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.

(vii) The Government reserves the right to verify any information presented in the Technical and Business Proposals. Site visits to assess the accuracy of the information provided in an offeror's proposal may be conducted during the evaluation process.

(viii) 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 "Unacceptable" 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.

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.

(ix) In the Business Proposal, the offeror is required to furnish limited pricing information as outlined in the solicitation section entitled Submission Requirement – Business Proposal/Pricing – Volume II. To be acceptable, the firm's pricing must be complete, fair, and reasonable.

The product prices in Attachments 1 through 4 of the Business Proposal 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 time of the first order and shall be reflective of

PRIME VENDOR AFGHANISTAN

these prices at the time of first order. These prices then are permitted to be adjusted in accordance with the Economic Price Adjustment provisions in DLAD 52.216-9065.

Attached here for ease of reference is a matrix showing where in the instructions to offerors section as well as the evaluation section of this solicitation that each technical factor can be found.

Technical Evaluation Matrix:

Technical Evaluation Factor / Sub-Factor	Location in Instructions to Offerors Section	Location in Evaluation Section
	<u>Page #</u>	<u>Page #</u>
<u>FACTOR I: EXPERIENCE / PAST PERFORMANCE</u>	155	172
(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.) Within Sub-Factor A, element A1 (Size and Complexity) is of greater importance than element A2 (Key Personnel).		
A. Experience	155	172
A1. Experience (Size and Complexity)	155	172
A2. Experience (Key Personnel)	156	172
B. Past Performance	156	172
C. Socioeconomic Past Performance	156	173
D. Ability One Support	157	173
<u>FACTOR II: DISTRIBUTION SYSTEM/QUALITY ASSURANCE</u>	157	173
(Sub factors are of equal importance)		
A. Warehouse Location / Capacity and Resource Availability	157	173
B. Airlift Capability	158	174

PRIME VENDOR AFGHANISTAN

C. Quality Control, Assurance and Warehouse Procedures	159	174
D. Product Protection / Food Defense	159	174
E. Surge and Sustainment Capability	160	174
FACTOR III: OPERATIONAL SUPPORT	161	174
A. Afghanistan National Employment – Afghanistan First – SC / CASA	161	174
B. CRAF / VISA	161	174
FACTOR IV: SOCIOECONOMIC CONSIDERATIONS	162	174

8. Submission Requirement – Technical Proposal – Volume I

Factor I. Experience/Past Performance

A. Experience

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). NOTE: Subcontractors will not be considered equal partners with the offering entity. 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. Additionally, offerors should provide documentation of any joint venture that exists. You may also provide information related to subcontractors, parent corporations, or other affiliates that will perform essential functions of the contract.

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:

Provide a brief performance record of up to five (5) of your highest dollar value or most comparable Prime Vendor/ Regular dealer contracts (i.e., similar contracts to this one), for the prime contractor (to include equal partners) and subcontractors performing essential functions of the contract (this may be up to 5 for the prime and each partner, and up to 5 for each subcontractor) for the most recent 12 month period preceding the solicitation issue date (the

PRIME VENDOR AFGHANISTAN

“selected contracts”) (note that not all submitted contracts may be evaluated – see explanation of evaluation procedures below). The performance records of the Prime Vendor and its equal partners will be more important than its subcontractors. These may be commercial or Government contracts and should be of similar size and complexity (e.g. 85%-100% of estimated dollar value, battlefield experience, number of delivery stops, number of delivery orders, etc.) of requirements as those found in this solicitation. Contracts determined not to be of similar size and complexity may result in a lower rating or may be determined to be irrelevant and not used in the evaluation. Specify which contracts you consider to be the most successful and why. 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. Offerors’ submission should include, but is not limited to, 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 most recent 12 month period preceding the solicitation issue date, 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 land phone number, cell phone number and e-mail address;
- xiv. Problems/resolutions

Provide an organizational/management chart for the key personnel who are responsible for the day-to-day management, and overall success, of this Subsistence 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 the key to the day to day management, and overall success of the Subsistence 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. In addition, offerors shall submit a complete resume for each of the key personnel identified.

B. Past Performance

The information provided in subfactor A Experience will also be used to evaluate Past Performance (quality of performance) as well. No additional information needs to be submitted separately for this subfactor.

C. Socioeconomic Past Performance

If an offeror has had any Government contracts, including, but not limited to any of its top five (5) selected contracts, the offeror must submit information regarding its performance against socioeconomic (i.e. Small Business) goals as part of its past performance information. Furnish the following information for all Government contracts:

PRIME VENDOR AFGHANISTAN

- 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 most recent 12 month period of the contract preceding the solicitation issue date;

*Subcontracting goals, as a percentage of the 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 requirements, the offeror should include a statement to that effect and an explanation why this is the case.

D. AbilityOne Past Performance

If an offeror has had any Government contracts, including, but not limited to any of its top five (5) selected contracts, the offeror must submit information regarding its performance against AbilityOne 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. AbilityOne performance, to include goals*, as a percentage of total contract dollar value, and actual AbilityOne numbers for the most recent 12 month period of the contract preceding the solicitation issue date;

*Goals, as a percentage of the total contract dollar value, that were subcontracted to AbilityOne concerns.

Note: If an offeror has not had any contracts that contain AbilityOne requirements, the offeror should include a statement to that effect and an explanation why this is the case.

Factor II. Distribution System Capability / Quality Assurance**A. Warehouse Location / Capacity and Resource Availability**

An offeror needs to have, at a minimum, distribution network capacity in Afghanistan.

Offeror will identify the location of their OCONUS warehouse(s) and discuss whether they own or lease their facility(s). If the facility(s) is leased, provide copies and a detailed account of the nature and duration of any lease arrangement(s). Owning a warehouse may be rated more favorably than leasing one due to the lower risk involved with ownership.

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(s)

PRIME VENDOR AFGHANISTAN

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 30 days after award. Real-time dates should be supplied and milestones already achieved should be highlighted. Photographs and diagrams should be provided and properly labeled.

It is estimated that 90,000 American sized pallet spaces (48 x 40 inches) will be required to meet the solicitation requirements (55,000 dry, 30,000 frozen, and 5,000 chill). These estimates were developed using current contract data. Therefore for each OCONUS warehouse location, the offeror must provide total warehouse capacity (dry, frozen, chill), firm's open warehouse capacity (to include pick slots and reserve slots), layout, in terms of pallet locations as it relates to the volume of this contract, and amount of material handling equipment (MHE) to be utilized in the warehouse. The contractor will be required to maintain 60 days of supply of contractor product at all times at its OCONUS warehouse location(s).

For each OCONUS warehouse location, the offeror must discuss their available yard space for staging of outbound product and their capability to ship and receive simultaneously (include the number of doors available for shipping and receiving and any impediments to simultaneous use).

The contractor will discuss the amount and type of trucks and aircraft they intend to utilize in the performance of this contract, and how they will employ these resources in order to ensure timely deliveries of inbound airlifts to the contractor's OCONUS distribution facility and outbound deliveries to customer's delivery points within Afghanistan. The offeror must provide a detailed list including quantity, size, type and location of distribution equipment resources (e.g. number and type of trucks, whether owned/leased, to include material handling equipment (MHE), etc.). The offeror will discuss whether additional equipment/resources will be required to handle the proposed contract. Note: One refrigerated truck is determined by a combined tractor head and reefer. One dry truck is determined by a combined tractor head and dry bed.

The offeror will discuss their intended acquisition method and the lead-time required if they would need to acquire additional equipment.

The offeror will provide a detailed plan for maintaining and servicing vehicles and equipment to include the number of personnel.

B. Airlift Capability:

The offeror will discuss their ability to execute inbound airlifts to the contractor's OCONUS distribution facility and outbound airlifts to the customer's delivery point in a contingency zone to meet requirements that cannot be fulfilled by traditional means (trucks) due to time constraints. The offeror will discuss whether they own or lease the aircraft. If the aircraft is leased, they will discuss the working arrangement they have in place with a commercial air source to ensure that they can be ready to deliver on a moment's notice to different regions of the area.

PRIME VENDOR AFGHANISTAN

A detailed plan of action must be submitted with your proposal to include the use of airlifts to bring in product from out of country.

The offeror will discuss their ability to obtain and store dry, frozen and chilled product in appropriate temperature settings to ensure product integrity until such time as the flight schedule is confirmed.

C. Quality Control Assurance and Warehouse Procedures:

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 reserve inventory and/or let down control procedures). 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.

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, and how these relate to and support Statement of Work requirements. Discuss average time from date of product manufacture to receipt in your OCONUS warehouse location.

Identify key personnel, or the positions of personnel to be assigned, responsible for ensuring quality procedures are monitored, and the authority they have to make decisions.

D. Product Protection / Food Defense

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.

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.

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.

Offeror will discuss their overall organizational corporate security plan and whether private security firms are required to assess or reduce risk of the facilities.

Facilities Blast Protection is not required.

PRIME VENDOR AFGHANISTAN

Accordingly, the Contractor shall submit a Food Defense Plan (NOTE: to download a copy of the DLA Troop Support Food Defense Checklist go to http://www.dscp.dla.mil/subs/fs_check.pdf prior to the start of production under any resultant contract to describe what steps their firm has taken and will take to prevent product tampering and contamination. The offeror will also describe what steps have been or will be taken that relate to overall plant security and food safety. The contractor must describe in detail the types of measures in place or scheduled to be put in place for the performance period of this contract. DLA Troop Support -FTSB will conduct Food Defense Audits/reviews during Product Quality Audits, Unannounced Quality Systems Management Visits and/or other visits to verify the implementation, compliance and effectiveness of the firm's Food Defense Plan. Firms should include specific security measures relating to but not limited to the following areas:

- 1) Employee Identification
- 2) Background checks where applicable
- 3) Control of access to plant facility, gates and doors at the facility
- 4) Internal Security
- 5) Training and security awareness
- 6) Product Integrity
- 7) Transportation Security

E. Surge and Sustainment Capability:**Facility Support:**

For each OCONUS warehouse location, the offeror must provide that the facility support described in Factor II (Warehouse Location / Capability and Resource Availability) or access to additional facility resources are available to meet the surge requirements identified in Surge and Sustainment under the Deliveries and Performance Section of the Statement of Work.

With regards to Surge and Sustainment for each OCONUS warehouse location, the offeror must discuss their available yard space for staging of outbound product and their capability to ship and receive simultaneously.

Resource Availability:

The offeror must demonstrate that the resource availability described in Factor II (Warehouse Location / Capability and Resource Availability) or access to additional resources are available to meet surge requirements identified in Surge and Sustainment under the Deliveries and Performance Section of the Statement of Work.

The offeror will demonstrate their intended method and the lead-time required if they would need to acquire additional equipment to meet Surge and Sustainment requirements.

Supply Chain Management:

The offeror must submit specific evidence of written agreements with suppliers and service providers to assist in meeting increased surge requirements.

PRIME VENDOR AFGHANISTAN**Factor III: Operational Support:****Subfactor A: Afghanistan National Employment - Afghanistan First - SC / CASA**

The Afghanistan National Employment initiative was designed for contractors to employ Afghanistan Nationals.

Offerors will provide a comprehensive plan that describes the efforts their company will make to employ Afghanistan Nationals. They will describe the duties that these employees will perform, and any support / training that will be provided to them.

Offerors will describe their efforts and plans to develop future opportunities for Afghanistan employment. The offeror must identify the employee(s) responsible for ensuring that this program is supported during the contract performance.

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

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

Offerors will provide a comprehensive plan that describes the efforts their company will make in support of the Afghanistan First initiative. The offeror must identify the employee(s) responsible for ensuring that this program is supported during the contract performance.

Offerors will describe their efforts and plans to increase the utilization of Afghanistan-owned / based businesses. The offeror must identify the employee(s) responsible for ensuring that this program is supported during the contract performance.

The SC / CASA First Program was designed for prime contractors to provide developmental assistance to Southern Caucasus / Central and Southern Asian States businesses for value-added services and/or products. SC / CASA First initiative is also designed to encourage participation and growth opportunities for SC / CASA-based businesses that will participate in carrying out the requirements of the prime contract.

“SC / CASA-based companies” means a company that mines, produces, manufactures, or substantially transforms product in any of the following countries: Armenia, Azerbaijan, Georgia, Kazakhstan, Kyrgyzstan, Pakistan, Tajikistan, Turkmenistan and Uzbekistan; or is located in SC / CASA but provides product from outside SC / CASA.

Offerors will provide a comprehensive plan that describes the efforts their company will make in support of the SC / CASA initiative. The offeror must identify the employee(s) responsible for ensuring that this program is supported during the contract performance.

Offerors will describe their efforts and plans to increase the utilization of SC / CASA-owned / based businesses. The offeror must identify the employee(s) responsible for ensuring that this program is supported during the contract performance.

PRIME VENDOR AFGHANISTAN**Subfactor B: CRAF / VISA**

Offerors will submit a comprehensive plan that describes the efforts their company will make in support of the utilization of CRAF / VISA aircraft. The offeror must identify the employees responsible for ensuring that this program is supported during the contract performance.

Offerors will describe their efforts and plans to increase the utilization of CRAF / VISA aircraft. The offeror must identify the employee(s) responsible for ensuring that this program is supported during the contract performance.

Factor IV: 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.

- 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, WOSB, 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 or FOREIGN food service distributor. A U.S. 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. The following is the preferred format for the submission of proposed 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 AFGHANISTAN

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, Women-Owned Small, Veteran-Owned Small, Service-Disabled Veteran-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, Veteran-Owned Small, Service-Disabled Veteran-Owned Small, and HUBZone Small Business will be part of past performance evaluation.

- iii. 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.
- iv. 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.
- v. 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. Offerors who propose goals at a higher percentage, as well as at a reasonably attainable level, will receive a higher rating for this factor.
- vi. 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.
- vii. 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, Woman Owned Small Business, Veteran-Owned Small Business, Service Disabled, Veteran-Owned Small Business, and HUB Zone Small Business.

Note: Large business offerors are required to submit the Small, Small Disadvantaged Business, Women-Owned Small Business, Veteran-Owned Small Business, Service Disabled, Veteran-Owned Small Business, HubZone 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.

PRIME VENDOR AFGHANISTAN**9. Submission Requirement – Business Proposal/Pricing – Volume II****Component 1 – Aggregate Distribution Price****Component 2 – Weighted Aggregate Product Price**

To address the above Price Components, the offeror is required to submit the following information. Elements (i), (ii), and (iii) below must be in writing using Attachments 1 through 4 (a working copy on a Microsoft Excel Spreadsheet formatted CD and a paper copy), and Element (iii) must be in writing using a Microsoft Word format.

Note: Please use an Anti-Virus utility to ensure that your Microsoft Excel Spreadsheet formatted CD is virus free before submitting.

- (i). Category/Distribution Price for all three (3) Tiered Pricing Periods (Attachments 2 and 4)
- (ii). Item/Product Price (Attachments 1 and 3)
- (iii). Discounts, rebates, allowances or other similar economic incentives or benefits

(i) Category/Distribution Price

- A. The categories to be used on this solicitation are listed on Attachments 2 and 4. Offerors shall input their distribution prices (standard and non-standard) on the attachments per the unit of measure stated for all three Tiered Pricing Periods. No substitutions, deletions, or additions to the categories or stated units of measure are authorized. If the contractor has additional items, other than spices, for which it normally breaks cases, indicate those items in your offer. 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 first Tiered Pricing Period of the contract; however, offerors may offer different prices for each tiered pricing period. The category distribution prices shall remain constant for the life of any tier pricing period.
- C. The pricing scheme utilizes all item categories 1 through 16 (standard and non-standard). The standard distribution price will be the catalog distribution price at time of award and the non-standard distribution prices will be separately invoiced in the frequency indicated.

(ii) Item/Product Price

The Schedule of Items, Attachments 1 and 3, represents 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 item's designated category. The quantities for the items selected are indicated next to each item and are for information and evaluation purposes only. The product price for each item must be based on a full forty-foot equivalent unit (FEU) truck load quantity.

PRIME VENDOR AFGHANISTAN**(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 contractor 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 Economic Price Adjustment clause, 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 the attachments are locked and may not be altered. Offerors must insert their product prices and mode of transportation to delivery points on Attachments 1 and 3, and their standard and non-standard distribution prices for all three Tiered Pricing Periods on Attachments 2 and 4.

Offerors must fill out all cells highlighted in pink on Attachments 1 through 4. Prices must not extend more than two (2) places to the right of the decimal point. Standard rounding methods should be observed. Unit prices will be automatically calculated by the spreadsheet formula.

ATTACHMENTS 1 AND 3:

For Attachment 1 (**inclusive of Private Convoy Security**), in Row 2, the offeror must first indicate, for each DODAAC listed, their proposed mode of transportation from the drop-down menu (e.g. Ground, Ground with PCS, Helo, Fixed Wing). **NOTE:** Row 5 is the current aircraft landing capabilities for each DODAAC.

For Attachment 3 (**excluding Private Convoy Security**), in Row 2, the offeror must first indicate, for each DODAAC listed, their proposed mode of transportation from the drop-down menu (e.g. Ground, Helo, Fixed Wing). **NOTE:** Row 5 is the current aircraft landing capabilities for each DODAAC.

For Attachments 1 and 3, in Column F, the offeror must insert their product price for each item, based on the Unit of Measure (UOM) in Column E.

ATTACHMENTS 2 AND 4:

For Attachment 2 (**inclusive of Private Convoy Security**), in Columns H through K, Rows 10 through 13, the Government has estimated the volume of product for each type of delivery, expressed as a percentage (%), for each Regional Command (RC). The four (4) types of deliveries are: Ground, Ground with PCS, Fixed Wing, or Rotary Wing. This is based on a warehouse in Kabul, Afghanistan.

For Attachment 2 (**inclusive of Private Convoy Security**), in Columns L through O, Rows 10 through 13, the offeror will insert their proposed volume of product for each type of delivery, expressed as a percentage (%), for each Regional Command (RC). The four (4) types of deliveries are: Ground, Ground with PCS, Fixed Wing, or Rotary Wing.

PRIME VENDOR AFGHANISTAN

For Attachment 2 (**inclusive of Private Convoy Security**), in Columns L through O, Row 16, the offeror will insert their proposed **cumulative** volume of product, expressed as a percentage (%) **for each type of delivery**. The four (4) types of deliveries are: Ground, Ground with PCS, Fixed Wing, or Rotary Wing.

For Attachment 4 (**excluding Private Convoy Security**), in Columns H through J, Rows 10 through 13, the Government has estimated the volume of product for each type of delivery, expressed as a percentage (%), for each Regional Command (RC). The three (3) types of deliveries are: Ground, Fixed Wing, or Rotary Wing. This is based on a warehouse in Kabul, Afghanistan.

For Attachment 4 (**excluding Private Convoy Security**), in Columns K through M, Rows 10 through 13, the offeror will insert their proposed volume of product for each type of delivery, expressed as a percentage (%), for each Regional Command (RC). The three (3) types of deliveries are: Ground, Fixed Wing, or Rotary Wing.

For Attachment 4 (**excluding Private Convoy Security**), in Columns K through M, Row 16, the offeror will insert their proposed **cumulative** volume of product, expressed as a percentage (%) **for each type of delivery**. The three (3) types of deliveries are: Ground, Fixed Wing, or Rotary Wing.

For Attachments 2 and 4, in Column G, Rows 23 through 37, offerors will insert their standard distribution price for the first Tiered Pricing Period (a 24-month performance period). In Column J, Rows 23 through 37, offerors will insert their standard distribution price for the second Tiered Pricing Period (an 18-month performance period). Then, in Column M, Rows 23 through 37, offerors will insert their standard distribution price for the final Tiered Pricing Period (an 18-month performance period).

For Attachments 2 and 4, in Column G, Rows 43 through 58, offerors will insert their non-standard distribution price for the first Tiered Pricing Period (a 24-month performance period). In Column J, Rows 43 through 58, offerors will insert their non-standard distribution price for the second Tiered Pricing Period (an 18-month performance period). Then, in Column M, Rows 43 through 58, offerors will insert their non-standard distribution price for the final Tiered Pricing Period (an 18-month performance period).

C. DO NOT deduct Food Show allowances from the product price on your price proposal.

D. NAPA Discounts shall be **deducted** from the product price on your price proposal. **However, the discount must be stated on the manufacturer's quote or invoice.**

E. 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

PRIME VENDOR AFGHANISTAN

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. If the Government determines from the offeror’s invoice that the proposed case size is incorrect, the Government reserves the right to correct the Purchase Ratio Factor (PRF).
- 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 all tier pricing periods in the acquisition.

F. For this acquisition, a 75% Market Basket was established, and will be used in the evaluation process. Offerors are required to submit 100% of invoices for the items included within the Schedule of Items. All invoices will be reviewed for authenticity and accuracy; however, only those items included within the 75% Market Basket will be used in the price reasonableness determination. All offered product prices must be substantiated with one (1) copy of the manufacturer or grower’s quote or invoice for each item in the Schedule of Items (Attachments 1 and 3). Any quote or invoice that contains more than one item, must be copied so that one invoice is submitted for each item in the Schedule of Items. The quotes or invoices must be submitted sequentially to match the items listed in the schedule.

At the time of the initial submission of the proposal the offeror shall provide a set of product technical descriptions [specifications], for any items being offered which are not identical matches to those items listed in the schedule. The technical description must contain sufficient detail to determine the product’s salient characteristics for comparison to the item solicited for in the schedule of items. Bid sheets are not considered technical descriptions. The Subsistence Prime Vendor Office / Technical Evaluation Panel will determine if the item offered meets the minimum quality standard described.

Invoices should reflect prices effective within forty-five (45) days prior to the date specified for receipt of offers (initial or revised, whichever is later). If invoices are not available for that time period, a quote should be obtained and submitted. Each quote / invoice must be presented in the following manner:

PRIME VENDOR AFGHANISTAN

- i. Detailed on original manufacturer or grower company letterhead
- ii. Date price quote was supplied
- iii. Time period price quote is effective
- iv. Item description/part number/stock number
- v. Quantity covered by price quote (**Forty-foot (FEU) truck load pricing is required**)
- vi. Item price per unit of measure
- vii. NAPA discount amount, if applicable (**Net of NAPA pricing is required**)
- viii. FOB terms (**FOB Origin terms are required**)
- ix. Manufacturer or grower point of contact, including name, title, address and phone number
- x. Payment Terms (**Early payment discount no more than 2% / Early payment required within 10 days to obtain discount**)

Notes:

1. The invoice or quote for each proposed item shall include the solicitation line item number and be collated in sequential numerical order. All invoices/quotes shall identify the product price by Unit of Measure. Two separate copies (preferably in folder or booklet form) of the invoices/quotes are to be included with your offer.

(iv) Tiered Pricing Periods

- A. There are three (3) Tiered Pricing Periods in this solicitation. One thirty (30) month period, inclusive of a 6-month ramp-up and a 24-month performance period, a following 18-month period, and a final 18-month period. One copy of the form below must be completed and submitted in the Business Proposal/Pricing.
- B. If an offeror does not submit prices for the distribution portion of the price for all three (3) Tiered Pricing Periods, the offeror's proposal may be rejected.

(v) Discounts, Rebates, Allowances or Other Similar Economic Incentives or Benefits

As a part of the written Business Proposal, the contractor shall identify all discounts, rebates, allowances or other similar economic incentives or benefits received 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 AFGHANISTAN

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.

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 Proposal Factors and Business Proposal/Pricing Components shall be used to evaluate offers:

VOLUME I: TECHNICAL PROPOSAL (NON-PRICE FACTORS)**I. 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.) Within Sub-Factor A, Experience, element A1 (Size and Complexity) is of greater importance than element A2 (Key Personnel).

A. Experience

A1. Experience (Size and Complexity)

A2. Experience (Key Personnel)

B. Past Performance

C. Socioeconomic Past Performance

D. Ability One Past Performance

PRIME VENDOR AFGHANISTAN**II. Distribution System / Quality Assurance**

(Subfactors are of equal importance)

- A. Warehouse Location / Capacity and Resource Availability
- B. Airlift Capability
- C. Quality Control, Assurance & Warehouse Procedures
- D. Product Protection / Food Defense
- E. Surge and Sustainment Capability

III. Operational Support

- A. Afghanistan National Employment – Afghanistan First – SC / CASA
- B. CRAF / VISA

IV. Socioeconomic Considerations**VOLUME II: BUSINESS PROPOSAL / PRICING (PRICE COMPONENTS)****I. Aggregate Distribution Prices****II. Weighted Aggregate Product Price**

The technical factors are listed in descending order of importance however, when combined, Technical Factors I through IV are significantly more important than price components. Technical Factor I is the most important Factor. Technical Factor II is the second most important Factor. When combined, Factors I and II are significantly more important than Factors III and IV. Technical Factor III is the next in importance. Technical Factor IV is the least important factor. However, as proposals become more equal in their technical merit, the evaluated price becomes more important.

The order of importance for the technical factors is as follows:

- **Technical Factor I, Experience / Past Performance** is the most important Factor.
 - There are four (4) Sub-Factors with- in Factor I.
 - Sub-Factor I.A., Experience, and Sub-Factor I.B., Past Performance, are equal to each other and more important than Sub-Factor I.C. and Sub-Factor I.D.
 - Within Sub-Factor I.A., Experience, Element A1 (Size and Complexity) is more important than Element A2 (Key Personnel).
 - Sub-Factor I.B., Past Performance, and Sub-Factor I.A., Experience, are equal to each other and more important than Sub-Factor I.C. and Sub-Factor I.D.
 - Sub-Factor I.C., Socioeconomic Past Performance and Sub-Factor I.D., AbilityOne Past Performance are equal to each other and less important than Sub-Factor I.A. and Sub-Factor I.B.
 - Sub-Factor I.D., AbilityOne Past Performance and Sub-Factor I.C., Socioeconomic Past Performance are equal to each other and less important than Sub-Factor I.A. and Sub-Factor I.B.

PRIME VENDOR AFGHANISTAN

- **Technical Factor II, Distribution System / Quality Assurance** is the second most important factor.
 - There are five (5) Sub-Factors with-in Factor II.
 - All five (5) Sub-Factors are equal to each other.
- **Technical Factor III, Operational Support** is next in importance.
 - There are two (2) Sub-Factors within Factor III.
 - Sub-Factor III.A. Afghanistan National Employment – Afghanistan First – SC / CASA is more important than Sub-Factor III.B. CRAF / VISA.
- **Technical Factor IV, Socioeconomic Considerations** is next in importance. It is the least important factor.

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 technical merit assessment based on information contained in the proposal and other information, which has or may be derived from sources other than the proposal.

2. Paragraph (b) is hereby deleted in its entirety.

3. Add paragraph (d) as follows:

(d) Source Selection and Evaluation Procedures:

- (i) Summary: Subsequent to the date specified in the solicitation for receipt of proposals, all timely proposals will undergo a Technical and Business Proposal/Pricing evaluation as described below. With the approval of the Source Selection Authority (SSA), the Contracting Officer will establish a competitive range based on these evaluations and enter into discussions. 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 Business Proposal/Pricing evaluations. Finally, a proposal will be selected for award by the SSA, as described below.
- (ii) Evaluation Process: Evaluations for each volume of the proposal will be performed exclusive of one another. Factors I through IV are considered technical factors and will be evaluated in accordance with the Technical Evaluation Process outlined below.
- (iii) 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 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 AFGHANISTAN

- (iv) Technical/Risk Ratings: The following ratings will be used in the technical evaluation process.
1. Outstanding: proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
 2. Good: proposal meets requirements and indicates a through approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
 3. Acceptable: proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.
 4. Marginal: proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.
 5. Unacceptable: proposal does not meet requirements and contains one or more deficiencies. Proposal is unawardable.
 6. Neutral: no recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. NOTE: only applies to Factor I.A and I.B.

Factor I – 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 may be taken into account. Government (in-house) records, to include CPARS, will be considered more reliable than information derived from other sources. This assessment will also be performed for any significant joint venture participation or subcontractor performing essential functions of the contract. The Government will perform an integrated assessment of the offeror's experience and past performance. This assessment will also be performed for any significant joint venture participant or subcontractors performing essential functions of the contract, including consideration of 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.

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 similar requirements of similar size (85%-100%), and complexity for customers in a prime vendor/regular dealer capacity on an individual contract basis only for its most relevant (in terms of size and complexity) provided contracts. The provided contracts will be based on those submitted for the prime, joint venture participants, and the subcontractors performing essential

PRIME VENDOR AFGHANISTAN

functions of the contract, e.g., provided contracts may include three (3) from the prime and two (2) from the subcontractor.

Element 2 – Key Personnel – The offeror’s identification of key personnel, by position, 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 provided 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, which meet the contractual requirement of 97%; 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) selected 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 paragraphs B and D.

D. AbilityOne Past Performance – If an offeror has performed on Government contracts that are subject to prior AbilityOne requirements (including any such contracts are within the offeror’s top five (5) selected 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 AbilityOne support matters only and other aspects of past performance are evaluated as described in paragraphs B and C above.

Offerors that do not have records of experience / past performance, socioeconomic past performance, and / or AbilityOne past performance 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. A neutral evaluation is one that neither rewards nor penalizes offerors without relevant past performance history. While a neutral evaluation will not affect an offeror’s rating, it may be taken into account in evaluating a rating performance risk, and may therefore, affect the offeror’s standing compared to other offerors.

Factor II. Distribution-System Capability/Quality Assurance**A. Warehouse Location / Capacity and Resource Availability:**

The location of OCONUS warehouses and facilities, and the nature of and risk attendant on the offeror’s access to and control over the warehouse(s) and facilities will be evaluated. If facilities are not owned, in general, an existing, legally-binding long-term leased agreement or commitment to enter into such an agreement that provides full use of facilities conforming to the requirements of the solicitation is likely to result in a higher rating than a proposed or contingent

PRIME VENDOR AFGHANISTAN

arrangement, or one which provides only partial facility use or otherwise raises questions concerning whether the offeror will have complete facilities available for contract performance when needed.

The offerors physical facilities, open capacity, layout and available yard space for staging of inbound and outbound product and their capability to ship and receive simultaneously (including the number of doors available for shipping and receiving and any impediments to simultaneous use) will be evaluated.

The Government will evaluate the offeror's quantity, size, type, location of distribution equipment resources (e.g. number and type of trucks, whether owned/leased) 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.

B. Airlift Capability:

The Government will evaluate the offeror's ability to execute inbound and outbound airlifts in a contingency zone and to obtain and store adequate amounts of dry ice, wet ice, and tri-walls (chill, frozen, and dry) to meet the requirements of this solicitation. Adequate ability to perform in a contingency zone will generally be rated more favorably.

C. 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, open date of pack marking procedures and shelf life procedures will be assessed. Sophisticated levels of automation and highly computerized systems will generally be rated more favorably.

D. Product Protection/Food Defense:

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.

E. Surge and Sustainment Capability:

The Government will evaluate the offeror's ability to reach the contractual requirement of 200% of normal demand levels.

Factor III. Operational Support:**A. Afghanistan National Employment – Afghanistan First – Southern Caucasus (SC) / Central and Southern Asian States (CASA):**

The Government will evaluate the offeror's plans to support the Afghanistan National Employment – Afghanistan First – SC / CASA initiatives. Plans which demonstrate a higher rate of participation will be rated more favorably.

PRIME VENDOR AFGHANISTAN**B. Civil Reserve Air Fleet (CRAF) / Voluntary Intermodal Sealift Agreement (VISA):**

The Government will evaluate the offeror's plans to utilize CRAF / VISA aircraft. Plans which demonstrate a higher rate of participation will be rated more favorably.

Factor IV. Socioeconomic Considerations

Socioeconomic goals will be evaluated on a comparative basis amongst all offerors. The offeror that proposes a higher percentage, complexity level, and variety of participation by SB, SDB, WOSB, VOSB, SVOSB, and HZSB concerns will receive a higher rating on this factor.

- (v) Price Evaluation Process: 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 a Market Basket of the items listed in the Schedule of Items. Included in this process is the evaluation of all Tiered Pricing Periods. The following business proposal/pricing components will be used:

COMPONENT I. Aggregate Distribution Price

Component I, Aggregate Distribution Price, is obtained by multiplying each distribution price in the Market Basket by its estimated quantity, and totaling the results for all distribution prices, standard and non-standard, for each Tiered Pricing Period.

COMPONENT II. Weighted Aggregate Product Price

Component II, Weighted Aggregate Product Pricing is obtained by multiplying each product price in the Market Basket for each Tiered Pricing Period by its respective estimated quantity and totaling the results, and then multiplying the resulting number by 0.30, for evaluation purposes only.

Total Evaluated Price

The Aggregate Distribution Price (Component I) is more important than Aggregate Product Prices (Component II) since distribution prices are fixed throughout the life of the contract. Therefore, it is considered more important than Product Prices that may be adjusted throughout the life of the contract, in accordance with economic price adjustment provisions. Thus, for evaluation purposes only, the aggregate product price, is reduced, or weighted, as stated in discussion of Component II above. The aggregate distribution and weighted aggregate product prices will be added to obtain a total evaluated price. This evaluated price will be used to determine the lowest overall cost to the Government, and will be used for evaluation purposes only, meaning that the evaluated price of an item may not be the same as the price the item would be cataloged after award. Even though aggregate prices will be used as the evaluation components for the Business Proposals, a 75% Market Basket was established, and will be used in the evaluation process to determine if offered prices are reasonable. The information requested on the "Schedule of Items," Attachments 1 and 3, will be evaluated using price analysis techniques. Quotes and/or invoices will be individually evaluated in accordance with the submission requirements.

PRIME VENDOR AFGHANISTAN

When MPA agreements are available, 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.

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.

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 those cited in the Submission Requirements for Business Proposals / Pricing – Volume II for “Item / Unit Price” on the Addendum to FAR 52.212-1.

- (vi) Competitive Range Determination: With the approval of the Source Selection Authority (SSA), the Contracting Officer will establish a competitive range based on these evaluations and enter into discussions, if required. 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.
- (vii) Selection Process: Final technical and pricing evaluations will be completed by the Source Selection Evaluation Board (SSEB). These evaluations will be furnished to the Contracting Officer, and the Source Selection Advisory Council (SSAC). The SSAC will provide a written comparative analysis and recommendation to the SSA. The SSA will select the offeror whose proposal offers the best value to the Government in accordance with evaluation criteria established in the solicitation.

PRIME VENDOR AFGHANISTAN

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 economic price adjustments contract resulting from this solicitation.

FAR 52.212-3 – OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (APR 2011)

An offeror shall complete only paragraphs (b) of this provision if the offeror has completed the annual representations and certificates 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 (c) through (o) of this provision.

(a) *Definitions.* As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“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.

“Inverted domestic corporation” means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“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;

PRIME VENDOR AFGHANISTAN

- (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.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—

PRIME VENDOR AFGHANISTAN

(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).

“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 the 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.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the

PRIME VENDOR AFGHANISTAN

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 representation 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 (c) through (o) 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.]*

(c) Offerors must complete the following representations when the resulting contract is to 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 ☐ is, ☐ 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 ☐ is, ☐ 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 ☐ is, ☐ 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 ☐ is, ☐ 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 ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

PRIME VENDOR AFGHANISTAN

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: _____.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(ii) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: _____. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) 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 ☐ is, a women-owned business concern.

(9) *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:

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business

PRIME VENDOR AFGHANISTAN

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, [] 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 CCR Dynamic Small Business Search database maintained by the Small Business Administration, 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

(B) It [] has, [] 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) *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)(10)(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: _____.*]

(11) 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 [] is, [] 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 changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business

PRIME VENDOR AFGHANISTAN

concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone 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 ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It ☐ has developed and has on file, ☐ 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 ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) 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 for other than COTS items, 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, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of

PRIME VENDOR AFGHANISTAN

“domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “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

[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 for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “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.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

PRIME VENDOR AFGHANISTAN

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) or 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, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

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:

(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.:

PRIME VENDOR AFGHANISTAN*[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."

(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:

[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

PRIME VENDOR AFGHANISTAN

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 Responsibility Matters (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) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ 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, violating Federal criminal tax laws, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the

PRIME VENDOR AFGHANISTAN

taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(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).]

(1) Listed End Product

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

PRIME VENDOR AFGHANISTAN

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 (or subcontractor in the case of an exempt subcontract) 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

(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;

PRIME VENDOR AFGHANISTAN

(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.

(l) *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 (l)(3) through (l)(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).

☐ TIN:_____.

☐ TIN has been applied for.

☐ TIN is not required because:

PRIME VENDOR AFGHANISTAN

☐ 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;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name _____

TIN _____

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) *Relation to Internal Revenue Code.* A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

PRIME VENDOR AFGHANISTAN

(2) *Representation.* By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(o) Sanctioned activities relating to Iran. (1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if--

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)

Alternate I (Apr 2011). As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(12) to the basic provision:

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(10) 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 or 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).

___ 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 (Apr 2011). As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(10)(iii) to the basic provision:

PRIME VENDOR AFGHANISTAN

(iii) Address. The offeror represents that its address [] is, [] 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.

DFARS 252.225-7003 Report of Intended Performance Outside the United States and Canada—Submission with Offer (OCT 2010)

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

(b) The offeror shall submit, with its offer, a report of intended performance outside the United States and Canada if—

(1) The offer exceeds \$12.5 million in value; and

(2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that—

(i) Exceeds \$650,000 in value; and

(ii) Could be performed inside the United States or Canada.

(c) Information to be reported includes that for—

(1) Subcontracts;

(2) Purchases; and

(3) Intracompany transfers when transfers originate in a foreign location.

(d) The offeror shall submit the report using—

PRIME VENDOR AFGHANISTAN

(1) DD Form 2139, Report of Contract Performance Outside the United States; or

(2) A computer-generated report that contains all information required by DD Form 2139.

(e) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer or via the Internet at <http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.

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 (JAN 2009)

The following clauses are incorporated in full text:

FAR 52.209-7 – Information Regarding Responsibility Matters (JAN 2011)

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

PRIME VENDOR AFGHANISTAN

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

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.

PRIME VENDOR AFGHANISTAN

(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
--	---

252.225-7000 Buy American Act--Balance of Payments Program Certificate (DEC 2009)
Applies to FSC 89 only

(a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “foreign end product,” “qualifying country,” “qualifying country end product,” “United States,” “South Caucasus/Central and South Asian (SC/CASA) state” and “South Caucasus/Central and South Asian (SC/CASA) state end product” 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 or SC/CASA state 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) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

PRIME VENDOR AFGHANISTAN

- (2) The offeror certifies that the following end products are qualifying country end products or SC/CASA state end products:

Line Item Number

Country of Origin

- (3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of “domestic end product”:

Line Item Number

Country of Origin (If known)

DFARS 252.225-7020 Trade Agreements Certificate (JAN 2005)

NOTE: the following FSC’s apply: 72, 73, 81, and 85.

(a) *Definitions.* “Designated country end product,” “non-designated country end product,” “qualifying country end product,” and “U.S.-made end product” have the meanings given in the Trade Agreements 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 consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless—

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Government’s requirements; or

(iii) A national interest waiver has been granted.

(c) *Certification and identification of country of origin.*

(1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

PRIME VENDOR AFGHANISTAN

(2) The following supplies are other nondesignated country end products:

(Line Item Number)

(Country of Origin)

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 AFGHANISTAN

**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 AFGHANISTAN

DOCUMENTS, EXHIBITS AND ATTACHMENTS

Attachment 1 – Schedule of Items (Inclusive of Private Convoy Security)

Attachment 2 – Category Distribution Price List (Inclusive of Private Convoy Security)

Attachment 3 – Schedule of Items (Excluding Private Convoy Security)

Attachment 4 – Category Distribution Price List (Excluding Private Convoy Security)

NOTE: ATTACHMENTS 1 THROUGH 4 WILL BE PROVIDED BY DLA TROOP SUPPORT UPON REQUEST. CONTACT INFORMATION FOLLOWS:

Please contact Contracting Officer Dennis Strolle, IST Chief Lourdes Valentin and Contract Specialist Jamie Shuster in order to receive an electronic copy of the Schedule of Items and Category Distribution Price List, Attachments 1 through 4, respectively. The format will be Microsoft Excel Spreadsheet. Offers must use the provided format for proposal submission. Any proposal which does not include two printed hard copies of the provided spreadsheets as well as two copies on a **Microsoft Excel Spreadsheet formatted CD** may result in the rejection of the entire proposal.

Contracting OfficerIST ChiefContract Specialist

Dennis Strolle
215-737-3668

Lourdes Valentin
215-737-3675

Jamie Shuster
215-737-5349

Dennis.Strolle@dla.mil

Lourdes.Valentin@dla.mil

Jamie.Shuster@dla.mil

WEBSITES: Offerors may refer to the following websites in order to obtain updated information:

(Electronic Data Interchange):

[http://www.dscp.dla.mil/subs/STORES and EDI Requirements.pdf](http://www.dscp.dla.mil/subs/STORES_and_EDI_Requirements.pdf),

(Small Business Subcontracting Plan Sample):

http://www.dscp.dla.mil/subs/sbp_format.pdf,

(Manufacturing Pricing Agreements):

<http://www.dscp.dla.mil/subs/support/mpa/mpa.asp>

(National Allowance Program Agreement):

<http://www.dscp.dla.mil/subs/support/napa/napa.asp>