

SPE300-15-R-0042 Subsistence Prime Vendor Kuwait, Iraq, Syria, and Jordan – Attachment 1
Includes color-coded amendments: 1-Green, 2-Light Blue, 3-Purple, 4-Red, 5-Grey, 6-Dark Blue, 7-Orange, 8-Olive, 9-Lavender,
10-N/A, 11-Brown, 12-Aqua, 13-Dark Red, 14-Tan, 15-Light Green
SF1449 - CONTINUATION SHEET

ADMINISTRATIVE DATA/DELIVERY SCHEDULE

CONTINUATION OF THE BLOCKS ON PAGE 1 (SF 1449)

BLOCK 8 (continued)

OFFER DUE DATE/LOCAL TIME: February 08, 2016, 3:00 P.M. PHILADELPHIA TIME

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 in Block 9 below.

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 your offer to one of the following addresses:

POST OFFICE BOX ADDRESS:

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

STREET ADDRESS:

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.

Contractors intending to deliver offers in-person should be advised that the Business Opportunities Office (Bid Room) is located within a secure military installation. In order to gain access to the facility, an escort may be required. The escort will be an employee from the Bid Room. The following are telephone numbers for the Bid Room: (215)737-8511, (215)737-9044, (215)737-8556, (215)737-0317. It is the offeror's responsibility to ensure that offers are received at the correct location at the correct time. Please allow sufficient time to complete delivery of hand carried offers. Since the length of time necessary to gain access to the facility varies based on a number of circumstances, it is recommended that

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you arrive at the installation at least one hour prior to the time the solicitation closes to allow for security processing and to secure an escort. NOTE: THIS IS A SUGGESTION AND NOT A GUARANTEE THAT YOU WILL GAIN ACCESS TO THE BASE IF YOU ARRIVE ONE HOUR BEFORE THE OFFER IS DUE.

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: _____

TYPE OF OFFEROR: (circle one) Individual doing business as a firm, Partnership, Corporation, Joint Venture, or Other (please explain) _____

FOREIGN BUSINESS (Circle.....YES – OR – NO)

PRIMARY COMPANY POC/NEGOTIATOR: _____

PHONE #: _____

E-MAIL ADDRESS: _____

BLOCK 17B. (CONTINUED)

REMITTANCE WILL BE MADE TO THE ADDRESS THAT THE CONTRACTOR HAS LISTED IN THE SYSTEM FOR AWARD MANAGEMENT (SAM).

Offeror’s assigned DUNS Number: _____

Includes color-coded amendments: 1-Green, 2-Light Blue, 3-Purple, 4-Red, 5-Grey, 6-Dark Blue, 7-Orange, 8-Olive, 9- Lavender, 10-N/A, 11-Brown, 12-Aqua, 13-Dark Red, 14-Tan, 15-Light Green

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.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Page 3 of 201

CAUTION NOTICE

NOTICE TO OFFERORS

The Government reserves the right to cancel this solicitation at any time. If this should occur, the Government will not be liable for any proposal preparation costs or any other costs that offerors may have incurred related to this solicitation.

**CONTRACTOR CODE OF BUSINESS ETHICS (FEB 2012)
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 within thirty days of award. To promote compliance with such code of business ethics and conduct, contractors should have an employee business ethics and compliance training program that facilitates timely discovery and disclosure of improper conduct in connection with government contracts and ensures corrective measures are promptly instituted and carried out. A contractor may be suspended and/or debarred for knowing failure by a principal to timely disclose to the government, in connection with the award, performance, or closeout of a government contract performed by the contractor or a subcontract awarded there under, credible evidence of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity 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). When FAR 52.203-13 is included in the contract, contractors must provide a copy of its written code of business ethics and conduct to the contracting officer upon request by the contracting officer.

CAUTION NOTICE

******PRE-PROPOSAL CONFERENCE******

SOLICITATION NUMBER SPE300-15-R-0042

A pre-proposal conference will be held by DLA Troop Support to explain and clarify the requirements of this solicitation and to respond to general questions raised by prospective offerors. Interested firms are encouraged to attend.

Prospective offeror are requested to submit questions in writing at least 6 days prior to the conference to allow inclusion of the questions in the agenda. Questions will be considered at any time prior to or during the conference; however, offerors will be asked to confirm verbal questions in writing. Responses to all questions will be incorporated in an amendment to the solicitation.

The Government will not be liable for expenses incurred by an offeror prior to contract award.

Offerors are cautioned that remarks and explanations provided at the conference shall not change the terms of this solicitation unless the solicitation is amended in writing.

The conference will be held as follows:

Date: Tuesday, December 29, 2015
Location: Double Tree by Hilton Philadelphia Airport
4509 Island Avenue
Philadelphia, PA 19153
Phone #: 215-365-4150
Time: 8:30AM

The cutoff date for receipt of questions is Thursday, December 24, 2015, 3:00 PM, Philadelphia time. If you plan to submit questions, please send an e-mail with the following information:

Name of Firm
Name and Title of Representative
Address of Firm
E-Mail Address
Phone Number
Size of Business
Questions

This information may be e-mailed to Raynard Jamison and Linda Ford at: Raynard.Jamison@dla.mil and Linda.Ford@dla.mil.

NOTE: Vendors are encouraged to carefully review the solicitation before developing questions for submission.

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

Number	Reminder	Check
1	Print and distribute the past performance questionnaire (page 134) to your contract holders?	
2	Identify your authorized negotiators above as required? (page 3) Did you identify which negotiator will serve as the primary point of contact? (page 2)	
3	Submit a list of all your affiliates / subsidiaries / partially or wholly-owned companies that will be utilized for this contract, see below addendum to FAR 52.212-1 Instructions to Offerors.	
4	Use the Attachment 2 spreadsheet for submission of your pricing information?	
5	Prepare and return 1 written and 1 electronic copy of a signed and completed solicitation document (Volume I), to include this attachment and amendments; 6 written and 1 electronic copies of the Technical Proposal (Volume 2); 2 written copies of the Business Proposal / Pricing (Volume III), inclusive of attachment 2, and 1 electronic copy of attachment 2? Be sure that all electronic copies match your written copies to include any attachments.	
6	Submit (1) hard copy of each MANUFACTURER’S quote using the official DLA Quote sheet on page 143 of this attachment for every item listed on Attachment 2; tab “Market Basket” (ONE COPY OF THE QUOTE FOR EACH INDIVIDUAL ITEM IN THE MARKET BASKET)? Identify the item number from the market basket that it supports on the quote sheet? Submit the quotes in item number sequence? Submit quotes that are dated no earlier than December 18, 2015. Was each line on the Official DLA Quote sheet completed by the manufacturer? Are FOB Origin Terms clearly identified on the quote? Is the NAPA discount clearly identified on the quote and removed from the product price? Refer to solicitation for actual requirements.	
7	Submit a list of CONUS and OCONUS “Distribution Facility(s)” or “Places of Performance(s)” that will directly support the proposed customers (page 127, Factor I)? Warehouses functioning as backups should be designated as such.	
8	If you are a Large or Foreign Business, submit your Small Business Subcontracting Plan in accordance with FAR 52.219-9? NOTE: The DoD Office of Small Business Programs lists the following information as it pertain to subcontracting goals for FY 2015: Small Business – 36% HubZone Small Business – 3.0% Service Disabled Veteran-Owned Small Business – 3.0% Small Disadvantaged Business – 5.0% Women-Owned Small Business – 5.0%	
9	Submit your best offer?	

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STATEMENT OF WORK

I. INTRODUCTION

This solicitation seeks offers for subsistence Prime Vendor support to military and other federally funded customers located throughout the countries of Kuwait, Iraq, Syria, and Jordan (“region”). U.S. activities within Iraq and Syria have been deemed “contingency operations” as defined in Federal Acquisition Regulation (“FAR”) 2.101. This designation, though accurate as of the time of the solicitation’s issuance, is subject to change depending upon numerous factors affecting the region. As an offeror, each firm must be aware of the overall fluidity of the political, legal, economic, security, and military climate of the region and incorporate that into its proposal accordingly. Offerors are also advised to consult with the U.S. Department of State and other appropriate resources for the latest information on the political and security conditions inside Iraq and Syria.

The Defense Logistics Agency-Troop Support (“DLA-Troop Support”) intends to enter into a Fixed Price Indefinite Delivery Indefinite Quantity (“IDIQ”) Contract, with Economic Price Adjustment (“EPA”) with a full line food distributor who will act as a Prime Vendor responsible for the supply and delivery of semi-perishable and perishable food items as well as non-food Food Service Operating Supply (“FSOS”) items. The Prime Vendor must be capable of supplying all chilled products, semi-perishable food products, frozen fish, meat and poultry, other frozen foods (i.e. fruits, vegetables, prepared foods, etc.), dairy and ice cream products, fresh and frozen bakery products, beverage base and juices (for dispensers), beverages and juices (non-dispenser), fresh fruits and vegetables, non-food items, and Government Furnished Material (“GFM”), including but not limited to Unitized Group Rations (“UGRs”), Meals Ready to Eat (“MREs”), Health and Comfort packs (“HCPs”), and other operational rations items either currently in existence or to be introduced during the term of this contract.

The Prime Vendor will be required to support all authorized DLA customers located in Kuwait, Iraq, Syria, and Jordan (i.e. military shore and/or ship facilities, mobile kitchen tents (“MKTs”), ration break points, trailer-transfer points, and military training exercise locations, etc.). As previously stated, these customers include military or other federally funded customers. Though the solicitation describes existing customers known to the Contracting Officer at the time of the solicitation’s issuance, other customers, including military, Department of Defense (“DoD”), or non-DOD, may be added as necessary during the life of any resultant contract. The addition of said customers located within the solicitation’s specified region will be at no additional cost to the Government.

The Government intends to make one award. The contract shall be for a term of 60 months, with three separate pricing tiers. The first tier shall be for a 24-month period (inclusive of an up to 6-month ramp-up period followed by, at least, an 18-month performance period depending on the length of ramp-up). The second tier shall be an 18-month performance period immediately

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following the first tier. The third and final tier will be an additional 18-month performance period directly following the second tier. The price for all aspects of performance detailed in the Statement of Work (“SOW”) below must be included in the offeror’s fixed Distribution Price(s). Offeror’s are reminded that fixed price type contracts place the maximum risk and responsibility for all costs, and resulting profit or loss, on the contractor. Distribution Price(s) will remain fixed for the life of the contract and an offeror’s failure to consider the full cost of performance and/or the risks of performing in this region will not serve as a basis to adjust Distribution Price(s). As detailed below, Product Price(s) are distinct from the aforementioned Distribution Price(s) and therefore should not be included in any way in the latter.

Notes:

- The term “Ordering Facilities” or “Ordering Activities,” as used throughout this solicitation, will refer to all of the delivery points under this solicitation.
- The terms “contractor” and “Prime Vendor”, as well as the terms “purchase order” and “delivery order” are used interchangeably throughout this Statement of Work.
- Prices are to be submitted in an offeror’s proposal, and payment will be made for performance under any resultant contract, in U.S. dollars.

Kuwait, Iraq, Syria, and Jordan Distribution Network:

At a minimum, the Prime Vendor is required to have one (1) Outside the Continental United States (“OCONUS”) physical warehouse location and distribution network located within Kuwait. The Prime Vendor shall be capable of using this facility and distribution network to provide subsistence support of those items included on the resulting contract catalog (at award or added during contract performance) to any and all customers located within the countries of Kuwait, Iraq, Syria, and Jordan, including the supply of fresh items (i.e. fruits and vegetables, bakery, dairy, etc.). It is expected that the Prime Vendor will be able to support all customers inside of Kuwait, Iraq, Syria, and Jordan via delivery routes originating from this warehouse location and distribution network within Kuwait, unless otherwise authorized by the Contracting Officer. For instance, the Contracting Officer may authorize the Prime Vendor to source products from approved sources located within Iraq for delivery to customers within Iraq. Likewise, the Prime Vendor may be authorized by the Contracting Officer to source fresh items that originate from within the local Jordanian market for distribution to customers within Jordan. Provided the Prime Vendor has and maintains a physical warehouse location and distribution network located within Kuwait, which it is capable of using to support any and all customers located within the countries of Kuwait, Iraq, Syria, and Jordan, the Contracting Officer may also authorize delivery from an alternate warehouse location(s). However, these circumstances are expected to be the exception to the general rule that all subsistence support will originate from the Prime Vendor’s physical warehouse and distribution network within Kuwait.

Deliveries within Iraq and Syria:

As the Prime Vendor makes deliveries within Iraq and Syria, it will be required to transport both full and empty containers and/or trucks to and from Iraq and Kuwait and/or Syria and Kuwait, or alternate warehouse location if authorized by the Contracting Officer, as part of this delivery process. The Prime Vendor is responsible for providing its own convoy security for all deliveries within Iraq and Syria, unless otherwise directed by the Contracting Officer. In so doing, the Prime Vendor must fully comply with all applicable laws and regulations related to convoy security, including Defense Federal Acquisition Regulation Supplement (“DFARS”) clause 252.225-7043 Antiterrorism/Force Protection

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for Defense Contractors Outside the United States (currently a June 2015 revision), and all appropriate clauses which may supplement it or supersede it. As previously described, U.S. military operations within Iraq and Syria are designated “contingency operations.” Travel within Iraq and Syria remains very dangerous as various forms of terrorist and other criminal elements remain active. Attacks against military and civilian targets, including private security convoys, continue throughout Iraq and Syria. All offerors are strongly advised to take these concerns into consideration when preparing a proposal in response to this solicitation. For additional information, as provided previously, all offerors should consult the U.S. Department of State and other appropriate resources for the latest information on the political and security conditions present in Iraq and Syria.

II. ESTIMATED VALUE/GUARANTEED MINIMUM/MAXIMUM QUANTITY

The estimated dollar value of this solicitation is \$689,531,298.37. The maximum dollar value will be \$1,379,062,596.75 inclusive of all tiered pricing periods and surge requirements. The guaranteed minimum for the entire contract will be ten percent (10%) of the estimated dollar value, which equates to \$68,953,129.84. The Government’s legal obligation under this contract shall only be for that guaranteed minimum and shall be satisfied once purchases for that amount have been made.

Each region covered by this solicitation includes multiple ordering facilities (i.e. customers), as listed in the Deliveries and Performance section of this solicitation. Ordering facilities within the regions covered by this solicitation can be added and/or subtracted as conditions warrant. As previously described, said additions/subtractions will occur at no additional cost to the Government. In order to provide an estimate of the size of the contract, an approximate dollar value has been attributed to each region as follows:

Total estimated annual sales for Kuwait:	\$81,687,156.46
Total estimated annual sales for Iraq:	\$37,603,454.21
Total estimated annual sales for Syria	\$ 5,083,423.09
Total estimated annual sales for Jordan:	\$13,532,225.91

III. CONTRACT IMPLEMENTATION PHASE

The contract implementation phase is defined as a ramp-up and/or ramp down period which begins immediately after award and ends when each individual customer supported under the contract has placed its first order under the new contract.

A. CONTRACT IMPLEMENTATION PHASE – RAMP UP

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

- i. Within six (6) months after award, the Prime Vendor shall be fully prepared to support all customers under the terms and conditions of the new contract. New and fully functional catalogs must be established during this time.

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- ii. The incumbent Prime Vendor shall first use existing inventory that is stored at its facility or in the pipeline prior to establishing the new catalog(s) for the follow-on contract. Any such items shall be placed on the new catalog(s) at the product price as defined by the prior contract and the distribution price as defined by the new contract. The Prime Vendor shall use the existing product before new product is ordered.
 - iii. New product that is ordered during the implementation phase shall only be ordered to replenish old product or to bring in new items requested and approved by the Government. This product must be ordered and cataloged at the product price defined by the new contract.
 - iv. Product prices shall be updated on the new catalogs in accordance with the terms and conditions of the new contract.
2. In the event that a follow-on contract is awarded to a firm other than the incumbent Prime Vendor, the contract implementation phase will be utilized to ramp-up the new Prime Vendor and ramp down the incumbent. Ramp up/down planning shall begin immediately after award. The ramp up/down process is expected to be completed within six (6) months after award. The following terms shall apply:
 - i. Within fifteen (15) days after the incumbent Prime Vendor is notified that it has not received the contract awarded pursuant to this solicitation, the incumbent Prime Vendor is expected to submit a proposed ramp-down schedule to the Contracting Officer. Upon receipt and after review and discussion, the Contracting Officer intends to provide the new Prime Vendor with the incumbent contractor's weekly Supply Chain Fitness Reports to aid forecasting levels and begin the ramp-up phase. This information will be provided to the new Prime Vendor for informational purposes only, and with no guarantees of demand, accuracy, or otherwise. The new Prime Vendor will remain responsible for making its own demand planning and procurement decisions during contract implementation at its own risk and cost.
 - ii. It is estimated that the incumbent Prime Vendor will remain the principal source of food and non-food supplies for the first five months of the implementation phase.
 - iii. The incumbent Prime Vendor may have stocked product available for sale to the new Prime Vendor. If available, the new Prime Vendor is required to procure the available product offered for sale from the incumbent Prime Vendor. Any such sale shall be in accordance with the following terms and conditions. Any additional terms beyond those specified below must be agreed upon between the two parties and will be considered a commercial agreement separate from the requirements of this solicitation and resulting contract.
 - In accordance with the average demand history for each item, quantities sold to the new Prime Vendor shall be a minimum of 4 months of stock (where available) and shall not exceed 8 months of stock, unless otherwise approved by the Contracting Officer, which would account for a total pipeline (stock on-hand

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and receipted replenishment quantities to include stock levels for surge and sustainment requirements). Products shall be sold to the new Prime Vendor at the “Product Price” as defined by Defense Logistics Agency Directive (DLAD) 52.216-9065 Economic Price Adjustment – Actual Material Costs for Subsistence Product Price Business Model). The estimated value for the maximum 8 months of stock (product price only) is \$55.4M. The new Prime Vendor shall request and obtain supporting invoice documentation from the incumbent contractor for all items purchased for traceability and price verification purposes.

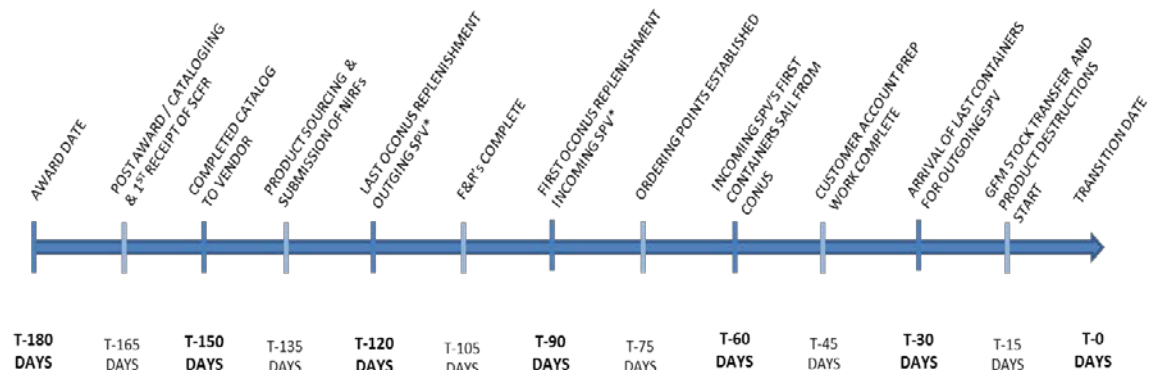
- The new Prime Vendor shall inspect all products prior to accepting the product into its inventory. The following products may be excluded from any required purchase transaction.
 - Product that fails to meet minimum contractual requirements (i.e. proper storage, shelf life remaining, etc.);
 - Product that does not have sufficient anticipated demand; and or
 - Product that is sourced from Outside Contiguous United States (OCONUS) contractors (i.e. fresh fruits and vegetables, etc.)
- The new contractor shall be responsible for purchasing the residual stock unless one of the above exceptions apply.
- Once the new Prime Vendor and the incumbent Prime Vendor have agreed upon the products that will be purchased, the incumbent Prime Vendor shall deliver those products to the new Prime Vendor’s warehouse(s) for inspection and acceptance.
- All products purchased by the new Prime Vendor at the “Product Price” as defined by DLAD 52.216-9065 Economic Price Adjustment – Actual Material Costs for Subsistence Product Price Business Model shall be used to establish fully functional catalogs under the new contract and provide initial support to the customers under the terms and conditions of the new contract. See below section - Prime Vendor 832 Catalogs.
- The new Prime Vendor will only be entitled to 50% of its standard distribution price (non-standard distribution price, if applicable, will be paid in full) for product purchased from the incumbent Prime Vendor in accordance with this section and ultimately delivered to customers under the resulting contract.

iv. All GFM, that meets minimum contractual requirements shall be delivered by the incumbent Prime Vendor to the new Prime Vendor’s warehouse(s). GFM product shall be cataloged by the new Prime Vendor at a \$0 product price and the applicable distribution price for GFM in accordance with this section and ultimately delivered to customers under the resulting contract.

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Includes color-coded amendments: 1-Green, 2-Light Blue, 3-Purple, 4-Red, 5-Grey, 6-Dark Blue, 7-Orange, 8-Olive, 9- Lavender, 10-N/A, 11-Brown, 12-Aqua, 13-Dark Red, 14-Tan, 15-Light Green

v. It is the Government’s intent to have all orders placed and delivered under the new contract 5 months after award, however, the Government reserves the right to phase in customer ordering points when it is in the best interest of the Government.

Sample Implementation Phase



Note: The implementation timeline begins on the contract award date and ends 180 days thereafter. If a stop work order is issued during the implementation, the Prime Vendor will be required to stop work and will not be able to perform unless the stop work order is rescinded. If the stop work order is rescinded, the Prime Vendor will resume the implementation schedule from the date that the stop work order was issued. The 180-day period will not re-start from the beginning. For example:

Contract Award Date:	March 30, 2017
Stop Work Order Issued:	April 30, 2017
Stop Work Order Rescinded:	June 30, 2017
Implementation Timeline:	March 30, 2017 – April 30, 2017 and June 30, 2017 – Nov 30, 2017

B. CONTRACT TRANSITION OUT– RAMPDOWN

- 1. As part of this contract, the Prime Vendor will be required to participate in a contract ramp-down/transition out. DLA Troop Support anticipates that a follow-on contract will be awarded at least 6 months before the expiration of this contract to allow for a coordinated ramp-down of the existing Prime Vendor and ramp-up of the follow-on Prime Vendor. The Prime Vendor will be required to coordinate all aspects of its ramp-down with the Contracting Officer and provide a ramp-down schedule, if requested.
- 2. During this ramp-down/transition out period, the Prime Vendor shall continue replenishment of all items to allow for sufficient stock on hand and in the pipeline to support the customer requirements at that time. The Prime Vendor shall submit Total Asset Visibility Reports and/or other supply chain information on a weekly basis to the Contracting Officer, or in the frequency otherwise requested. The Prime Vendor consents to the disclosure of this information to the follow-on contractor. The Prime Vendor may be required to sell the OCONUS inventory to the new contractor at the conclusion of the performance period. The Prime Vendor will be responsible for disposing of its remaining residual stock that is not ultimately purchased by the follow-on contractor. The Prime Vendor is responsible for all costs associated with that residual product, including disposal costs (i.e. product price, distribution price, etc.).

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3. DLA Troop Support anticipates that the Prime Vendor will remain the principal source of food and non-food supplies for the first several months of any follow-on contract's implementation phase. During this period, the Prime Vendor shall maintain its contractually required fill-rate. Notwithstanding other provisions of solicitation, performance failure during the follow-on contract implementation phase, just as during other periods of performance, may result in termination for cause and/or the Prime Vendor receiving administrative admonishment via negative past performance ratings in the Contract Performance Assessment Reporting System (CPARS) record, and/or any other remedy available to the Government.

IV. PRODUCT SOURCING AND PRICING

A. PRICE DEFINITIONS AND PROVISIONS

1. Reference DLAD 52.216-9065 ECONOMIC PRICE ADJUSTMENT – ACTUAL MATERIAL COSTS FOR DLA TROOP SUPPORT – SUBSISTENCE PRODUCT PRICE BUSINESS MODEL for pricing details.

2. In reference to DLAD 52.216-9065, paragraph (b)(3):

““Product price” is the most recent DLA Troop Support MPA price or the most recent manufacturer, grower or private label holder commercial price per unit to the Contractor, exclusive of standard freight.

(i) Exceptions:

(A) Fresh fruits and vegetables (FF&V):

(1) The product is listed in the distribution category for Prime Vendor fresh fruits and vegetables (FF&V)){10}; and

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

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

(B) A contiguous United States (CONUS) based manufacturer, grower or private label holder's product pricing which is a national

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price inclusive of transportation costs to a Distribution Point shall be supported by documentation and may be considered by the Government on a case by case basis, upon concurrence of the Contracting Officer.

(C) Mandatory source items: The product price shall be limited to the nonprofit agency's price for product as set in accordance with applicable law. The product price shall be based on f.o.b. origin/nonprofit agency. (Prices set in accordance with applicable law (f.o.b. origin/nonprofit agency.)

(D) Prime Vendor table displays/decorations only: For products listed in category [N/A] Prime Vendor table displays/decorations only, the product price shall be based on f.o.b. origin/point of the manufacturer's distributor because the manufacturer will not sell directly to the Prime Vendor. This exception must be approved by the Contracting Officer on a case by case basis. Support documentation is required.

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

(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 (or product allowance), shall be reflected via a reduced subsistence total order and receipt electronic system (STORES) price, resulting in a lower invoice price to the customer. Any rebates that must be passed to the Government and which cannot be applied as an up-front price reduction must be submitted via check made to the United States (U.S.) Treasury, attached with itemized listing of all customer purchases by line item to include contract number, call number, purchase order number and contract line-item number (CLIN)."

NOTE: National Price is further clarified as a contiguous United States (CONUS) based manufacturer, grower or private label holder's product price which is inclusive of transportation costs to a Distribution Point and for which is not available to any customer at FOB Point of Origin pricing which excludes transportation costs.

3. In reference to DLAD 52.216-9065, paragraph (b)(5):

"Distribution price(s)" means the firm fixed price portion of the Contract unit price, offered as a dollar amount per unit of measure, rounded up or down to the nearest cent. The distribution price is the only method for the Contractor to bill the Government for all aspects of contract performance other than product price, including but not limited to, the performance requirements of this statement of work (SOW). As detailed above in paragraph (3) of this clause, product price is distinct from and not to be included in the distribution price. Due to solicitation specific requirements, the distribution price may be further segregated to reflect

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discrete solicitation specific performance arrangements/requirements as outlined in the SOW; i.e., standard distribution price and non-standard distribution price or normal distribution price and premium distribution price or other. On account of their unique solicitation specific nature, these requirements, when applicable, are addressed in the SOW. As detailed above in paragraph (3) of this clause, product price is distinct from and not to be included in the distribution price.”

4. In accordance with the above, the Distribution Price for this solicitation is broken down into Standard and Non-Standard Distribution Price elements as follows. Each distribution price shall remain fixed for the duration of each tiered pricing period. Each distribution price shall exclude ocean shipping costs referenced in DLAD 52.216-9065, paragraph (b)(8).

NOTE: As detailed in DLAD 52.216-9065, paragraph (b)(3), product price is distinct from and not to be included in the any standard or non-standard distribution price. (Note that for FF&V items purchased from an importer in the local markets of Kuwait, Iraq, Syria, or Jordan, in accordance with DLAD 52.216-9065, paragraph (b)(3)(i)(a) no importer charges shall be included in the standard or non-standard distribution prices.)

NOTE: New distribution prices may be established and modified into the contract for work that is not included in the contract, but within the scope of the contract. Lower distribution prices may be negotiated and modified into the contract for work that is included in the contract, but not being performed by the Prime Vendor. Lower distribution prices may be negotiated and modified into the contract as voluntarily offered by the Prime Vendor.

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

ii. Non-Standard Distribution Price for Ground Movement within Iraq inclusive of Private Convoy Security: This non-standard distribution price category only applies when the Prime Vendor provides customer support within Iraq AND utilizes private convoy security in doing so. This category is Iraq specific in that it will supplement the Prime Vendor’s standard distribution price for the aforementioned support. Because of this, said non-standard distribution price, offered as a firm fixed price dollar amount, shall represent only the unique costs associated with performing contractual obligations within Iraq utilizing private convoy security. Such costs include but are not limited to: business risk associated with Iraq, private convoy security, unique personnel required for Iraq support (i.e. customer service representatives stationed at the Iraq-Kuwait border, within Iraq, etc.), changes to border-crossing locations, insurance, recovery, demurrage, vehicles, and any other reasonable and allowable costs that the Prime Vendor deems necessary for this specific type of support within Iraq. None of these cost considerations should be included in the Prime Vendor’s standard distribution price or other non-standard distribution prices, which are separate categories altogether with their own specific considerations.

NOTE: Delivery with private convoy security is the method of transportation for support within Iraq at this time and will remain, absent specific direction and authorization from the Contracting Officer in the form of a modification to the resulting contract.

iii. Non-Standard Distribution Price for Ground Movement within Iraq without Private Convoy Security: This non-standard distribution price category only applies when the Prime Vendor provides customer support within Iraq WITHOUT private convoy security. This category is Iraq specific in that it will supplement the Prime Vendor’s standard distribution price for the aforementioned support. Because of this, said non-standard distribution price, offered as a firm-fixed price dollar amount, shall represent only the unique costs associated with performing contractual obligations within Iraq absent private convoy security. Such costs include but are not limited to: business risk associated with Iraq, unique personnel required for Iraq support (i.e. customer service representatives stationed at the Iraq-Kuwait border, within Iraq, etc.), changes to border-crossing locations, insurance, recovery, demurrage, vehicles, and any other reasonable and allowable costs that the Prime Vendor deems necessary for this specific type of support within Iraq. None of these cost considerations should be included in the Prime Vendor’s standard distribution price or other non-standard distribution prices, which are separate categories altogether with their own specific considerations.

NOTE: The decision to move product within Iraq via ground with or without Private Convoy Security shall be made by the Contracting Officer based on customer requirements. When one or more delivery points within Iraq requires

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Private Convoy Security, all deliveries within Iraq will receive the Non-Standard Distribution Price for Ground Movement within Iraq inclusive of Private Convoy Security.

iv. Non-Standard Distribution Price for Commercial Air Movement to Iraq: This non-standard distribution price category only applies when the Prime Vendor provides customer support within Iraq via commercial air movement. This scenario will arise when ground movement within Iraq is not possible based on conditions within the country and/or United States Transportation Command (“USTRANSCOM”) tenders are not available. The Contracting Officer must authorize this type of delivery. This category is Iraq specific in that it will supplement the Prime Vendor’s standard distribution price for the aforementioned support. Because of this, said non-standard distribution price, offered as a firm-fixed price dollar amount, shall represent only the unique costs associated with performing contractual obligations using commercial air movement. Such costs include but are not limited to: business risk associated with Iraq, insurance, demurrage, tri-walls, ice, commercial airlifting of product from airfield to airfield, and any other reasonable and allowable costs that the Prime Vendor deems necessary for this specific type of support within Iraq. None of these cost considerations should be included in the Prime Vendor’s standard distribution price or other non-standard distribution prices, which are separate categories altogether with their own specific considerations.

Note: The pricing spreadsheet requires offerors to submit a per pound non-standard distribution price for commercial air movement to Iraq. The per pound price will be paid to the Prime Vendor based on the net weight of the product ordered and delivered, exclusive of product packaging, and not the gross weight of the product with packaging or gross weight of the material airlifted. Additionally, for the purposes of calculating net weight of items measured in fluid ounces, the weight of a fluid ounce will be considered the same as the weight of a dry ounce. This must be considered in the offered price.

v. Non-Standard Distribution Price for Ground Movement within Syria inclusive of Private Convoy Security: This non-standard distribution price category only applies when the Prime Vendor provides customer support within Syria AND utilizes private convoy security in doing so. This category is Syria specific in that it will supplement the Prime Vendor’s standard distribution price for the aforementioned support. Because of this, said non-standard distribution price, offered as a firm fixed price dollar amount, shall represent only the unique costs associated with performing contractual obligations within Syria utilizing private convoy security. Such costs include but are not limited to: business risk associated with Syria, private convoy security, unique personnel required for Syria support (i.e. customer service representatives stationed at the Syria-Iraq border, Syria-Jordan border, Syria-Turkey border, within Syria, etc.), changes to border-crossing locations, insurance, recovery, demurrage, vehicles, and any other reasonable and allowable costs that the Prime Vendor deems necessary for this specific type of support within Syria. None of these cost considerations should be included in the Prime Vendor’s standard distribution price or other non-standard distribution prices, which are separate categories altogether with their own specific considerations.

NOTE: Delivery with private convoy security is the projected method of transportation for support within Syria at this time and will remain, absent specific direction and authorization from the Contracting Officer in the form of a modification to the resulting contract.

vi. Non-Standard Distribution Price for Ground Movement within Syria without Private Convoy Security: This non-standard distribution price category only applies when the Prime Vendor provides customer support within Syria WITHOUT private convoy security. This category is Syria specific in that it will supplement the Prime Vendor’s standard distribution price for the aforementioned support. Because of this, said non-standard distribution price, offered as a firm-fixed price dollar amount, shall represent only the unique costs associated with performing contractual obligations within Syria absent private convoy security. Such costs include but are not limited to: business risk associated with Syria, unique personnel required for Syria support (i.e. customer service representatives stationed at the Syria-Iraq border, Syria-Jordan border, Syria-Turkey border, within Syria, etc.), changes to border-crossing locations, insurance, recovery, demurrage, vehicles, and any other reasonable and allowable costs that the Prime Vendor deems necessary for this specific type of support within Syria. None of these cost considerations should be included in the Prime Vendor’s standard distribution price or other non-standard distribution prices, which are separate categories altogether with their own specific considerations.

NOTE: The decision to move product within Syria via ground with or without Private Convoy Security shall be made by the Contracting Officer based on customer requirements. When one or more delivery points within Syria requires Private Convoy Security, all deliveries within Syria will receive the Non-Standard Distribution Price for Ground Movement within Syria inclusive of Private Convoy Security.

vii. Non-Standard Distribution Price for Commercial Air Movement to Syria: This non-standard distribution price category only applies when the Prime Vendor provides customer support within Syria via commercial air movement. This scenario will arise when ground movement within Syria is not possible based on conditions within

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the country and/or United States Transportation Command (“USTRANSCOM”) tenders are not available. The Contracting Officer must authorize this type of delivery. This category is Syria specific in that it will supplement the Prime Vendor’s standard distribution price for the aforementioned support. Because of this, said non-standard distribution price, offered as a firm-fixed price dollar amount, shall represent only the unique costs associated with performing contractual obligations using commercial air movement. Such costs include but are not limited to: business risk associated with Syria, insurance, demurrage, tri-walls, ice, commercial airlifting of product from airfield to airfield, and any other reasonable and allowable costs that the Prime Vendor deems necessary for this specific type of support within Syria. None of these cost considerations should be included in the Prime Vendor’s standard distribution price or other non-standard distribution prices, which are separate categories altogether with their own specific considerations.

Note: The pricing spreadsheet requires offerors to submit a per pound non-standard distribution price for commercial air movement to Syria. The per pound price will be paid to the Prime Vendor based on the net weight of the product ordered and delivered, exclusive of product packaging, and not the gross weight of the product with packaging or gross weight of the material airlifted. Additionally, for the purposes of calculating net weight of items measured in fluid ounces, the weight of a fluid ounce will be considered the same as the weight of a dry ounce. This must be considered in the offered price.

5. Pricing will be based on the following formulas:

For Kuwait and Jordan Customers and Emergency Airlifts from Kuwait when Military assets and/or USTRANSCOM tenders are utilized:

Contract Unit Price = Product Price + Standard Distribution Price

For Iraq Customers, one of the following formulas shall apply:

Contract Unit Price = Product Price + Standard Distribution Price

Note: This formula only applies if military assets and/or USTRANSCOM tenders are utilized to meet Iraq airlift requirements.

OR

Contract Unit Price = Product Price + 50% of the Standard Distribution Price

Note: This formula only applies for direct vendor deliveries within Iraq (i.e. the Prime Vendor purchases product from within Iraq and uses a subcontractor within Iraq to perform the delivery service to the Iraq customer).

OR

Contract Unit Price = Product Price + Standard Distribution Price + Non-Standard Distribution Price for Ground Movement within Iraq inclusive of Private Convoy Security

OR

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

OR

Contract Unit Price = Product Price + Standard Distribution Price + Non-Standard Distribution Price for Commercial Air Movement to Iraq

For Syria Customers, one of the following formulas shall apply:

Contract Unit Price = Product Price + Standard Distribution Price

Note: This formula only applies if military assets and/or USTRANSCOM tenders are utilized to meet Syria airlift requirements.

OR

Contract Unit Price = Product Price + 50% of the Standard Distribution Price

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Note: This formula only applies for direct vendor deliveries within Syria (i.e. the Prime Vendor purchases product from within Syria and uses a subcontractor within Syria to perform the delivery service to the Syria customer).

OR

Contract Unit Price = Product Price + Standard Distribution Price + Non-Standard Distribution Price for Ground Movement within Syria inclusive of Private Convoy Security

OR

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

OR

Contract Unit Price = Product Price + Standard Distribution Price + Non-Standard Distribution Price for Commercial Air Movement to Syria

B. DISTRIBUTION CATEGORIES

1. The supplies and services to be procured and/or performed under this contract have been broken down into the following 23 distribution categories (categories 1-18 and subcategories 1A-5A). See attachment 2, tab “Distribution Category Worksheet” and the addendum to FAR 52.212-1 “Instruction to Offerors - Commercial Items” herein for detailed price submission requirements.

Distribution Category #	Distribution Category Description	Distribution Price Category Unit of Measure
1	CONUS DRY CS	CS
1A	CONUS DRY CS (For Product Price Exceptions B, C, D, or E)	CS
2	CONUS DRY EA (UOM for EA = 1 CO)	EA
2A	CONUS DRY EA (For Product Price Exceptions B, C, D, or E) (UOM for EA = 1 CO)	EA
3	CONUS FZN CS	CS
3A	CONUS FZN CS (For Product Price Exceptions B, C, D, or E)	CS
4	CONUS FZN LB	LB
4A	CONUS FZN LB (For Product Price Exceptions B, C, D, or E)	LB
5	CONUS CHILLED CS	CS
5A	CONUS CHILLED CS (For Product Price Exceptions B, C, D, or E)	CS
6	OCONUS DRY CS	CS
7	OCONUS FZN CS	CS
8	OCONUS CHILLED CS	CS
9	OCONUS CHILLED OR FZN LB	LB
10	OCONUS FF&V (For Product Price Exception A)	LB
11	OCONUS WATER CS (Potable - Bottled)	CS
12	DISPOSAL (Incl. Trans; Approved at the Contracting Officer's Discretion)	CS
13	RESTOCKING PRICE FOR ORDERS OVER \$10K (Approved at the Contracting Officer's Discretion)	CS
14	GFM Distribution, Storage, Rework, Relabel, Dry (Single Case/Box)	CS
15	GFM Distribution, Storage, Rework, Relabel, Dry (2 Cases per Module) EA = 2 cases	EA
16	GFM Distribution, Storage, Rework, Relabel, Dry (3 Cases per Module) EA = 3 cases	EA
17	GFM Distribution, Storage, Rework, Relabel, FRZ (Single Case/Box)	EA
18	FSOS (Non-Food) by the CS	CS

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2. No substitutions, deletions, or additions to the categories or units of measure indicated above are authorized. However, if any offeror feels that a substantial category has been eliminated, the offeror must bring it to the attention of the Contracting Officer at least 15 days BEFORE the solicitation's closing date. A determination will be made at that time whether or not to add the category via an amendment to the solicitation.

3. Once the contract has been awarded and for the duration of the five (5) year period, should there be a change in pack size for an item, the Prime Vendor must notify the Contracting Officer. As a change in pack size change is considered to be a "New Item," the Prime Vendor must follow the procedures for New Items outlined in this solicitation. For reductions in overall case size a new Sub-Category will be established within that Category (e.g., Sub-Category 1C) and the distribution price will be adjusted downward proportionally based on the total overall case weight, with no further negotiation. There will be no upward adjustment for increased pack sizes. Two examples are provided below:

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

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

4. At no time during the life of this contract, will additional money be paid for transportation, customs, certificates, etc. The offered Distribution Prices must cover costs for deliveries to any customer in the Kuwait, Iraq, Syria, and Jordan region.

C. DOMESTIC ITEM PREFERENCE

1. In accordance with United States Government's policy to acquire domestic end products for use outside the United States (see DFARS 225.7501) the Government's preference under this solicitation remains for domestic product. All offerors, as well as the resulting Prime Vendor, must certify at the time of proposal or contract performance the offering of all non-domestic end products. The certification must be made in the Buy American Act – Balance of Payments Program Certificate (DFARS 252.225-7000 NOV 2014) which is located herein.

2. The source restrictions of the Berry Amendment, 10 U.S.C. 2533a as implemented in DFARS 225.70 and 252.225-7012 and included in this solicitation, are applicable to the procurement of food items. In general, the Berry Amendment requires that food items procured and delivered under this contract be grown, manufactured, reprocessed, or produced in the United States. Several exceptions to that requirement may apply to performance under this contract. One such exception, the "perishable foods" exception, can be found at DFARS 225.7002-2(e). That exception permits the delivery of perishable foods (i.e. fresh fruits and vegetables ("FF&V"), fresh milk, fresh bread, etc.) that are not sourced from the United States. This exception applies to deliveries to customers throughout the region (i.e. Kuwait, Iraq, Syria, and Jordan). As such, this solicitation includes requirements for local market ready items, i.e. locally sourced FF&V, fresh

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milk, fresh bread, etc. The Prime Vendor must be able to locally source, purchase and/or perform deliveries for highly perishable products. A second applicable exception, referred to as the “contingency operation” exception, applies to customer deliveries within Iraq and Syria, as operations within Iraq and Syria have been designated as contingency operations. With that designation, deliveries of all non-domestic food items, not just perishable items, are permitted in Iraq and Syria. This exception is subject to change based on changes to contingency operation designations in the region. Please note that even with these exceptions, it is still the Government’s preference to provide domestic items to the maximum extent possible. Please propose accordingly.

3. The Prime Vendor shall request approval, in writing, from the Contracting Officer prior to adding any non-domestic items to the ordering catalogs. The Prime Vendor must submit pricing information for the foreign product and its domestic equivalent so that the government can perform an analysis in keeping with the Balance of Payments Program. Non-domestic items will not be added to the catalog without the prior approval of the Contracting Officer. Note: As discussed above, local market ready items that are required to be purchased from local OCONUS approved sources are excluded from this domestic item preference.

4. In some instances, the Contracting Officer may direct the Prime Vendor to source a domestic equivalent item locally at no additional cost to the Government. In this case, the associated Local Market Ready Distribution Price Category 6, 7, 8, 9, 10, or 11 shall be utilized.

D. LOCAL MARKET READY ITEMS:

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

2. Based on customer requirements reflected during cataloging, the Prime Vendor will select LMR vendors when required from the United States Central Command (“CENTCOM”) listing of Sanitarily Approved Establishments and/or the Worldwide Directory of Sanitarily Approved Establishments for Armed Forces Procurement listing for approved local Kuwaiti, Iraqi, Syrian and Jordanian vendors. If no LMR vendor is identified for a particular requirement, the Prime Vendor shall identify and request United States Army Public Health Command (“USAPHC”) inspection for its designated local source. Vendor inspections are conducted in coordination with USAPHC procedures. The Prime Vendor shall verify that its vendors are approved on the aforementioned listings. All LMR items will be inspected for quality upon receipt by the customer.

3. Estimated market ready items and their usage quantities are identified in the schedule of items and are included in the total estimated annual sales dollar values.

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E. BRAND NAME ITEMS

1. Based on the ordering habits of the customers listed in this solicitation, the current Market Basket includes numerous Brand Name items. These are items which customers have expressed a preference for, and shall be included in the catalog at the customer's request after review by the Contracting Officer. This does not preclude future catalog changes during the life of the contract to add competing products based on added value to the customer. Changes or additions in brand name products must be approved and authorized by the customer as well as the Contracting Officer.
2. Contractors are required to submit pricing on the specific Brand Name items listed in the Market Basket, where applicable.

F. PORK ITEMS

The prime vendor will be required to procure and perform delivery of pork and other potentially theater restricted items to DoD and other federal customers. Exportation of these items from CONUS is governed by the USDA; therefore, for countries where there are no USDA restrictions on exporting items and where there are no in-theater Governmental restrictions on the importation of these items, it is the Prime Vendor's sole responsibility to determine how to satisfy this requirement.

For countries where there are no USDA restrictions on exporting items, yet there are in-theater Governmental restrictions on the importation of items or in-theater movements from one country to another, it remains the Prime Vendor's responsibility to determine how to satisfy this requirement. The Prime Vendor may have to work with the US Government, in-theater Embassies, Foreign Diplomatic offices/Governments, US Department of State, etc. to facilitate the possible delivery and/or movement of these items; however, there are countries, regardless of prime vendor or US Government intercession, wherein importation of pork and other theater restricted items will not be allowed.

G. NATIONAL CONTRACTS TYPE CONTRACTS

During the performance of this contract, DLA Troop Support may issue Indefinite Delivery Type Contracts ("IDTCs") for specific food items to be sourced, cataloged and delivered by the Prime Vendor as part of their normal inventory. The Prime Vendor will be required to obtain the specific products identified in the IDTCs from the sources identified by the Government. The price charged by the Prime Vendor to the ordering activity will not exceed that cited in the IDTC, plus the Prime Vendor's applicable distribution price. At the time of award and at other times when applicable, DLA Troop Support will provide the Prime Vendor with a list of all IDTCs awarded and their respective terms and conditions. The Prime Vendor shall have 30 days within which to implement the terms and conditions of the awarded IDTCs; when the item is new, the new item lead time will apply; replacement items will be phased in according to the Prime Vendors supply chain. Although the Prime Vendor must utilize the National Contracts for items approved by the customers, there are times when the Prime Vendor may need to purchase alternate products. These instances will be reviewed on a case by case basis and must be approved by the Contracting Officer. DLA Troop Support currently has a National Contract in place for the acquisition of chicken items and DLA Troop Support intends to put other categories of protein items onto National Contracts.

H. DLA TROOP SUPPORT MANUFACTURER'S PRICING AGREEMENT PROGRAM:

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

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2. The list of MPA holders, the specific items under agreement, and the fixed product prices for those items will be provided during contract implementation (ramp-up/ramp-down).
3. The Prime Vendor will be required to establish commercial agreements with the MPA holders for all MPA items cited for cataloging during the ramp-up phase of the contract. As the program is implemented, it is anticipated that 75 to 80 percent of the contract product price dollar value will be under agreement. This percentage pertains only to product shipped from CONUS manufacturers / consolidators, and does not include product such as Local Market Ready and water items, which are locally sourced. Currently, approximately 40% of the contract product price dollar value is under agreement.
4. Post implementation, the Prime Vendor must have a MPA Holder commercial agreement in place before a new MPA item may be added to the catalog. For existing cataloged items that are added to the MPA Program, the Prime Vendor must establish the MPA Holder commercial agreement within 30 days of receiving notice from the Contracting Officer. The Prime Vendor shall immediately bring to the attention of the Contracting Officer the names of MPA Holder(s) unwilling or unable to enter into a commercial agreement with the Prime Vendor, including an explanation for each. All MPA items are required to be placed on the catalog at the MPA established prices, unless otherwise approved by the Contracting Officer.
5. It is anticipated that MPA prices will remain fixed for a minimum of 30 days and a maximum of six months. Updated MPA listing will be issued to the Prime Vendor monthly via e-mail. The new MPA product prices shall be updated on the contractor catalog during the scheduled catalog update that immediately follows receipt of the new product into the Prime Vendor's inventory.
6. Information on the DLA Troop Support MPA Program is located at the following website: <http://www.troopsupport.dla.mil/subs/support/mpa/index.asp>

I. MANDATORY ITEMS (MANDATORY FOOD PRODUCTS AND NON-FOOD ITEMS)

1. The website for general information on Mandatory Food and Non-Food Items is: <https://www.troopsupport.dla.mil/subs/pv/manprod/index.asp>
2. Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from nonprofit agencies participating in the program operated by the Committee for Purchase From People Who Are Blind or Severely Disabled (the Committee) under the AbilityOne Program, formerly known as Javits-Wagner-O'Day Act (JWOD) (41 U.S.C. 46- 48c).
3. The mandatory products are required to be purchased from the Non Profit Agency

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manufacturers listed on the website identified above. The listing of required mandatory products and Non Profit Agency manufacturers are subject to change when directed by the Committee. The Prime Vendor is required to expeditiously catalog the mandatory products and remove any commercial equivalent product with “essentially the same”* product characteristics. If the removal and replacement will take longer than 30 days after notification by the Contracting Officer, the approval of the Contracting Officer must be obtained for the extension.

4. Any other commercial equivalent product with “essentially the same” product characteristics cannot be sold to the DLA Troop Support customers under this contract.
5. The Prime Vendor must ensure that, at a minimum, 30 days stock of mandatory products are on hand to satisfy anticipated customer demand taking into account lead times for delivery from the designated mandatory source to the Prime Vendor. If the Prime Vendor is notified that any of the below products are not available from the designated mandatory source, the Prime Vendor must notify the Contracting Officer immediately.
6. The Prime Vendor is not authorized to submit catalog changes containing other commercial equivalent products with “essentially the same” product characteristics as the identified mandatory items.
7. If the Prime Vendor is requested to carry other commercially equivalent products with “essentially the same” product characteristics but with a unique packaging requirement that is not currently provided by the mandatory source, the Prime Vendor must notify the mandatory source and the Contracting Officer in order to provide the designated mandatory source with the opportunity to satisfy the unique packaging requirement being requested. Included in the Prime Vendor’s notification to the designated mandatory source and Contracting Officer, must be the customer’s justification for the unique packaging requirement.
8. Price and delivery information for the mandatory products are available directly from the Designated Sources listed on the aforementioned website. Payments shall be made directly to the Designated Source making delivery. The current procurement list F.O.B. Origin prices as established by the Committee for Purchase are included in the website for the food and non-food products.
9. To allow the proper flow of order and billing information through the DoD ordering, financial, and other operating systems, stock numbers have been assigned for individual containers where necessary to permit the sale of individual containers in lieu of case quantities.
10. All changes to the DLA Troop Support Subsistence Prime Vendor Ability One Mandatory Product List (“MPL”) will be made on the DLA Troop Support Subsistence

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Ability One webpage.

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

12. The Prime Vendor will be notified via e-mail. The e-mail notification will identify the changes to the MPL and alert the Prime Vendor to check the DLA Troop Support Subsistence Ability One Program webpage. Additionally, changes to the MPL will be bolded for easy identification. The Prime Vendor shall confirm receipt of this e-mail notification.

13. In certain circumstances, there may be a delay in posting and/or email notification to the Prime Vendor. When this occurs, an MPL provider may issue the Prime Vendor a notification letter from the AbilityOne Commission, included on AbilityOne Commission Letterhead, as proof of an applicable price or other change. The Prime Vendor shall treat such notification from the AbilityOne Commission as if the notification had been provided by DLA Troop Support.

14. The Prime Vendor is required to expeditiously catalog the mandatory products and remove any commercial equivalent product with “essentially the same” product characteristics. Within 30 days of notification by the Contracting Officer, the Prime Vendor must provide the Contracting Officer with current details of issues (i.e. outstanding orders, product in the pipeline, etc.) and provide the date when the catalogs will be updated. The Contracting Officer will notify the Subsistence Ability One Team.

15. Any other commercial equivalent product with “essentially the same” product characteristics cannot be sold to DLA Troop Support customers under this contract. The Prime Vendor is not authorized to submit catalog changes containing other commercial equivalent products with “essentially the same” product characteristics as those items on the MPL.

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

- i. It has effectively the same form, fit and function.
- ii. The Ability One and commercial products may be used for the same purpose.
- iii. The Ability One and commercial products are relatively the same size and a change in size will not affect the use or performance.
- iv. The appearance, color, texture, or other characteristic of the Ability One product and commercial product are not significantly different from one another

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17. The only potential exception to this requirement is identified as follows:

If the Prime Vendor is requested to carry items commercially equivalent to MPL items but with unique packaging requirements provided by the supplier but not currently provided by the MPL source, the Prime Vendor must notify the Contracting Officer. The Contracting Officer will notify the Subsistence Ability One Team.

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

19. Monthly MPL Compliance Reports are issued for each active Prime Vendor catalog. The monthly MPL Compliance Reports are sent to the Prime Vendor for its catalogs and to the administering Contracting Officer. These reports are to be reviewed to ensure active catalogs include the MPL items. The Prime Vendor will be notified of non-compliances.

J. NATIONAL ALLOWANCE PROGRAM AGREEMENT

1. Definitions:

i. Agreement Holder: The supplier or manufacturer that has agreed to offer discounts to DLA Troop Support on product under DLA Troop Support Subsistence Prime Vendor contracts.

ii. National Allowance Program: The program implemented by DLA Troop Support to maximize the leverage of DLA Troop Support's buying power and reduce the overall product price under contracts to the customers of DLA Troop Support.

iii. National Allowance Program Agreements ("NAPAs"): The agreements between DLA Troop Support and suppliers/manufacturers that identify product category allowances. These allowances or discounts apply only to the product/invoice price of the product. The NAPA does not affect the Prime Vendor's distribution price in any way.

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

3. Under the NAPA Program, agreement holders will:

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

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- ii. Offer discounts on the product price of the product ordered under Subsistence Prime Vendor contracts, in the form of deviated allowances, whereby the price to the customer includes the discount. The deviated price is the price that will be submitted via the 832 catalog transaction.
- 4. NAPAs neither obligate the Prime Vendor to carry, nor the ordering activity to purchase, any of the agreement holder's products; however, NAPA terms will apply to any order placed by the customer for products covered by a NAPA, in which case the invoice price must reflect the NAPA price.
- 5. If a Prime Vendor has a pricing agreement/arrangement with more favorable terms and/or pricing structure than those offered under the NAPA, then it is required to pass on these savings to the customer.
- 6. Under a contract resulting from this solicitation:
 - i. The Prime Vendor agrees to bill the invoice price to the Government as specified by the NAPA allowance and initiates a bill-back to the agreement holder, if any activity orders any product covered by a NAPA. The agreement holder will reimburse allowances to the Prime Vendor within a time period mutually agreeable to the Prime Vendor and the agreement holder. Other off invoice or bill back arrangements may exist between the Prime Vendor and the agreement holder, but the Prime Vendor's catalog price must be specified by the NAPA allowance.
 - ii. Any disputes involving the NAPA between the Prime Vendor and the agreement holder will be resolved between them according to their own commercial practice. However, DLA Troop Support will attempt to facilitate a resolution of any such disputes.
- 7. NAPA Tracking Program: The Prime Vendor agrees to comply with the requirements of DLA Troop Support's Tracking Program for NAPAs and shall provide the required product information to support the NAPA allowance and sales tracking website. Data shall be submitted as follows:
 - i. Format: The required information shall be formatted in an Excel spreadsheet, flat ASCII file or a delimited file. Each transmission must be of the same format. Request to change from one format to another must be forwarded to the Contracting Officer for approval.
 - ii. Transmission of Data: The information shall be submitted electronically via-Email to data@one2oneus.com Include contract number(s) in email title.
 - iii. Frequency of Submission: The information shall be submitted as often as the

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data may change but no more than weekly.

iv. Contents of the data File: The contents of the data file shall include the information shown below for all of the products, NAPA and non-NAPA that are shipped to the Government. All of the fields for each item must be populated with information unless otherwise stated.

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

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

vi. Notes:

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

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

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additional listing of those codes and their description. Please note, this is the manufacturer of the product not necessarily who supplied you the product.

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

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

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

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

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

Note: For information on NAPA items holders and holders, refer to the following website:
<https://www.troopsupport.dla.mil/subs/support/napa/index.asp>

K. REBATES/DISCOUNTS AND PRICE-RELATED PROVISIONS

1. 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 (2) herein), and other discounts, rebates, allowances or other similar economic incentives or benefits received at any time during the

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period of performance shall be passed to the Government via a reduced catalog price. Instructions for identifying discounts, rebates, allowances or other similar economic incentives or benefits that shall be provided to the Government are set forth in the submission requirements in the Business Proposal/Pricing and in the Reports section of the Statement of Work.

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

- i. the Early Payment discount is an incentive to encourage payment earlier than the normal payment due date;
- ii. the Early Payment discount is consistent with commercial practice
- iii. the Early Payment discount is routinely given by the manufacturer/growers to customers other than the Prime Vendor at the same discount rate and under the same conditions as provided to the Prime Vendor;
- iv. the Early Payment discount is not established, requested, or negotiated for the purpose of avoiding giving DLA Troop Support a lower cost or a rebate or in exchange for a higher invoice price;
- v. the Early Payment discount is no more than 2 percent of the manufacturer/grower's invoice price and the early payment is required within 10 days to obtain the discount; and
- vi. the Prime Vendor actually made the required payment within the time period required to receive the discount.

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

4. The Government may require (as needed) the Prime Vendor to submit invoices and other documentation from all 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

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Contracting Officer determines, after reviewing an invoice or other documentation, that a discount, rebate, allowance or other similar economic incentive or benefit should have been passed on to the Government, or if price verifications reveal any instance of overpricing or underpricing, the Government shall be entitled to a prospective product price reduction and a retroactive refund for the amount of the overcharges or discounts, rebates, allowances or other similar economic incentives or benefits, including interest and the Prime Vendor shall be entitled to a credit for any undercharges. Likewise, if the Contracting Officer determines that a product price was not equal to or lower than that given to the Prime Vendor's or sub-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 Prime Vendor's or sub-contractor's commercial customers, including interest. The Contracting Officer, or authorized representative, shall have the right to examine and audit all the records (as defined at FAR 52.215-2(a)) relevant to the existence of discounts, rebates, allowances or other similar economic incentives or benefits, and commercial customer product prices. Failure to exercise this right shall not constitute a defense or alter the Government's entitlement to any other remedies by contract or by law.

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

L. ITEM AVAILABILITY

1. Items must be stocked in sufficient quantities to fill all ordering activity requirements. Fluctuations, increases, decreases, and surges in demand must be taken into consideration when the Prime Vendor determines its supply chain management, including stocking procedures. Also, lead times from CONUS to OCONUS must be considered.

2. If an item with an established demand (12 weeks of historical demand data) is not properly managed by the Prime Vendor, and a not in stock ("NIS") situation occurs that is projected to last for more than 21 days, the Prime Vendor will be required to airlift the product from CONUS at its own expense.

M. SURGE AND SUSTAINMENT

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

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

Joint Chiefs of Staff (JCS) Logistics Exercises – The Prime Vendor must have the ability to support short term surges in demands, which may increase three times the pre-surge average weekly demands (based on an average of the most recent 52 week period). There may be occasions where large increases in quantity will be necessary for short periods of time and on short notice. A surge situation is defined as an increase in military feeding of 300% of peacetime demand for a period of up to 30 days. Rarely, there is sufficient advance notice as to when exercise surges will occur. The contractor will be required to meet the surge demand in the normal contractual lead times. For the contract resulting from this solicitation, the Prime Vendor will be required to have the ability to sustain surges of 300% of pre-surge demand levels for 30 days without advance notice. If, for example, an item has a pre-surge demand of 100 cases per week, the contractor is expected to be able to support 300 cases per week for 30 days during the surge period.

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

Mobilization –A full scale military mobilization or a national emergency could increase demand for supplies of those items and quantities listed in the contractor catalog. This increase in quantity may be needed for a six-month period or longer.

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Normal mobilization strategies provide lead times of at least 30 days to build to the necessary support level. The Prime Vendor must have the ability to support this increased level of supply for an extended period of time.

N. FOOD SERVICE OPERATING SUPPLIES

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

O. DISPENSING SUPPLIES AND SERVICES

1. When requested, the Prime Vendor is required to furnish beverage dispensing machines and beverage products, as specified herein. The cost and upkeep of the machines consisting of, but not limited to, labor, transportation, and supplies required to repair and maintain the equipment, shall be the sole responsibility of the Prime Vendor.
2. The Prime Vendor shall furnish mechanically refrigerated dispensing machines and heads suitable for use with the Prime Vendor’s bag-in-the-box juices and drinks. A sufficient number of machines and dispensing heads shall be installed in the customers facilities to accommodate the specific needs of each ordering activity.
3. The Prime Vendor will provide a technically qualified service representative to perform monthly maintenance and quality control inspections on each dispensing system. If more frequent maintenance is deemed necessary, the Prime Vendor must provide the additional service at no additional cost.
4. Any equipment or material furnished by the Prime Vendor shall remain the property of the Prime Vendor and must be returned to the Prime Vendor at the conclusion of the contract in the same condition in which it was received by the customer.
5. When requested, the Prime Vendor shall furnish hot soup, ice cream, cereal or other types of dispensers suitable for the types of items needed by the customer. Maintenance or replacement shall be in accordance with normal commercial practice and at no additional cost to the Government. The Prime Vendor will be responsible for the cost of the dispensers.
6. The estimated number of required dispensers is identified on the following tables and there are no current requirements for customers in Iraq and Syria. These estimates are based on current usage; however, the customer location, type and/or quantity of the required dispensers may change based on actual customer demand. Any and all changes will be at no additional cost to the Government.

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Kuwait Camps

Ali Al Salem LSA	
Description of Machines	Quantity
Doughnuts stand	1
Glass Freezer	1
Ice Cream Chest Show Case (Freezer)	2
Snacks potato chips display stands 94cm(w)X 189cm(h)	1
Snacks potato chips display stands 52cm(w)X 189cm(h)	2
Ice Cream Serving Dispenser	1
Serrated Scoop 6 oz	1
Juice Machine	5
Ice Cream Soft Serve Dispenser	1
Total	15

Zone 2 Dining Facility	
Description of Machines	Quantity
Coke Machine	2
Pepsi Machine	2
Ice Cream Chest freezers	3
Ice Cream Serving Dispenser	1
Chips Shelf (Dispenser)	2
Doughnuts stand	2
Juice Machine	6
Ice Cream Soft Serve Dispenser	1
Milk Shake Blenders Machine	2
Total	21

Camp FT929M	
Description of Machines	Quantity
Ice Cream Serving Dispenser	1
Doughnuts stand	1
Chips Shelf (Dispenser)	1
Ice Cream Soft Serve Dispenser	1
Milk Shake Blenders Machine	1
Total	5

WARLTN Zone 6	
Description of Machines	Quantity
Pepsi Machine	2
Coke Machine	2
Ice Cream Chest Freezer	3

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Doughnuts stand	2
Ice Cream Serving Dispenser	1
Juice Machine	12
Chips Shelf (Dispenser)	2
Ice Cream Soft Serve Dispenser	1
Milk Shake Blenders Machine	2
Total	27

KNB	
Description of Machines	Quantity
Pepsi Machine	2
Coke Machine	2
Ice Cream Chest Freezer	2
Ice Cream Serving Dispenser	1
Juice Machine	6
Chips Shelf (Dispenser)	1
Ice Cream Soft Serve Dispenser	1
Milk Shake Blenders Machine	1
Total	16

W98BER	
Description of Machines	Quantity
Pepsi Machine	2
Coke Machine	2
Ice Cream Chest Freezer	1
Doughnuts stand	2
Juice Machine	8
Chips Shelf (Dispenser)	1
Ice Cream Soft Serve Dispenser	1
Milk Shake Blenders Machine	1
Total	18

Jordan Camps

JTC W98JTC	
Description of Machines	Quantity
Ice Cream Chest Freezer	1
Doughnuts stand	1
Chips Shelf (Dispenser)	1
Cereal Rack	1
Total	4

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KASOTC W56RQX	
Description of Machines	Quantity
Ice Cream Chest Freezer	1
Doughnuts stand	1
Chips Shelf (Dispenser)	1
Cereal Rack	1
Total	4

Azraq FT9289	
Description of Machines	Quantity
Ice Cream Chest Freezer	1
Doughnuts stand	1
Chips Shelf (Dispenser)	1
Cereal Rack	1
Ice Cream Soft Serve Dispenser	1
Total	5

P. DISPOSAL OF PRODUCTS

All products, Prime Vendor owned and Government Furnished Material, shall be properly managed by the Prime Vendor to avoid the need for disposal. In general, the Government shall not be liable for any disposal costs under this contract. The Government shall only be liable for disposal costs associated with specific direction provided by the Contracting Officer. Any request for disposal payment must be accompanied by supporting documentation provided by the Prime Vendor. An example of a Contracting Officer directed disposal is identified below:

- The Contracting Officer orders delivery of 100 cases of product (government furnished material – GFM) to the Prime Vendor’s OCONUS warehouse. The GFM is properly stored and managed by the Prime Vendor, but never ordered by the customer and the shelf life of the 100 cases expires. In this scenario, the Government is responsible for the disposal costs of the 100 cases (distribution category 12) only.

The costs for disposal (distribution category 12) shall be separately billed by the Prime Vendor via a manual invoice. Each manual invoice, submitted by the Prime Vendor, must reflect the number of cases actually disposed of. Each manual invoice must be verified and signed by the Contracting Officer Representative and approved by the Contracting Officer before it can be submitted electronically for payment. Detailed support documentation must be submitted with each manual invoice. The approved invoice amount will be placed on order via Subsistence Total Ordering and Receipt System (“STORES”) using local stock numbers designated for itemized billing/costs, receipted,

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invoiced, billed and paid. Disposal invoices and supporting documentation shall reflect a complete calendar month (e.g. January 1 through January 31), and must be submitted to the Contracting Officer no later than the 15th day of the following month (e.g. February 15 in the preceding example). Assuming the aforementioned conditions are met, payment will be authorized by the Contracting Officer at the end of each billed month.

V. TRANSPORTATION

A. As the Government reserves the right to use the system that provides the best services to its customers (readiness included as a factor) the following applies:

1. The Prime Vendor will be required to ship the products from the United States within the United States Defense Transportation System (“DTS”). The Prime Vendor will use contracts established by United States Transportation Command (USTRANSCOM) for those shipments. The Prime Vendor will contact the Defense Logistics Agency Distribution, New Cumberland Transportation Operations via the following e-mail address: oceancontainers@dla.mil to request bookings. The DLA Distribution Transportation Operations team will book or provide authorization/instruction to the Prime Vendor in order to book the required transportation with the authorized carrier. The USTRANSCOM contracted carrier will be responsible for the transportation of the Prime Vendor’s products from the specified CONUS manufacturer or CONUS distribution facility to the Prime Vendor’s OCONUS distribution facilities. This transportation method is known as “Point to Point” delivery.
2. The DLA Distribution Representative, in coordination with the Prime Vendor representative, will ensure the necessary arrangements are made for ocean transportation, bookings and freight forwarding to the Prime Vendor’s OCONUS facility, unless otherwise specified in the contract.
3. Shipping Instructions for the Prime Vendor will be sent via e-mail. The Prime Vendor will be required to provide DLA Distribution with a packing list two hours after loading the container and provide the ocean carrier with any USDA health certificates, commercial packing lists, commercial invoices, or other documentation required for transit through any country along the shipping route. The Prime Vendor may also be required to provide documentation that will be used to identify that the products being shipped by the Prime Vendor via the carrier are for "U.S. Armed Forces." The Prime Vendor is responsible for timely submission of its packing lists for the containers. Within two (2) hours of loading the container, the Prime Vendor will send the packing lists to DLA Distribution for preparation of the shipping documents. Prime Vendors that fail to follow this process will not receive future bookings until the matter is resolved. If the cargo has to be returned for any problem caused by the Prime Vendor, the import back into the U.S. is the responsibility of the Prime Vendor and the original transportation charges shall be reimbursed to DLA.

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4 For all shipments to OCONUS Distribution Facility(s), all products are required to be palletized at least 80% of cube or weight of usable space in a container.

Maximum cube/weight utilization is encouraged for all shipping containers; however, the below chart lists the minimum acceptable container utilization for any OCONUS shipment.

80% Usable Container Capacity

Container Type	20' Containers		40' Containers	
	Cube	Weight	Cube	Weight
Dry	760	31,360	1,600	35,200
Reefer	659	27,920	1,346	31,840
Insulated	760	31,360	1,600	35,200
High Cube Dry	920	31,360	1,782	34,960
High Cube Reefer	920	31,360	1,578	31,440
High Cube Insulated	920	31,360	1,782	34,960

All shipments to OCONUS Distribution Facility(s) shall be shipped in 40' containers. Information concerning 20' containers is only provided in the event that the Contracting Officer instructs the Prime Vendor of a requirement to ship products in 20' containers. Any exceptions to meeting the 80% minimum require prior approval from the Contracting Officer and/or Contracting Officer Representative (as delegated). The Government reserves the right to bill the Prime Vendor for underutilized containers.

5. When a carrier is utilized pursuant to a USTRANSCOM contract, the applicable Government designated Ocean carrier will provide sea vans and transport them to the specified CONUS manufacturer or CONUS distribution facility. The Prime Vendor will load the vans at their distribution facility in accordance with the terms outlined in Section "Packaging/Packing."

Note: All containers are considered live load. During the live load, the Prime Vendor will have four (4) hours free time to load the container before detention charges accrue. The applicable detention rates will be defined in the carrier's USTRANSCOM contract and charged to the Prime Vendor.

The Government-designated Ocean carrier will then pick up the loaded vans and transport them to the applicable Port for subsequent shipment. Upon arrival at the OCONUS Port(s), the freight forwarded shipment will be transported to the Prime Vendor's OCONUS Distribution Facility(s) by a USTRANSCOM carrier.

6. In order to enforce this requirement, the Prime Vendor shall assign a customer representative to the contract, which will be solely responsible for overseeing this process.

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7. Under the DTS transportation method of delivery, the Prime Vendor will be responsible for properly loading and contacting the ocean carrier for drayage of the loaded container to the embarkation port. The carrier will have the reefer container set at the required temperature when it arrives. The Prime Vendor must ensure that the temperature is set as required and the unit is cooling upon receipt. Temperature setting should be photographed by the Prime Vendor so that discrepancies can be later verified. The Prime Vendor will be responsible for making a visual inspection of the container to ascertain that it is intact and that equipment appears to be operable. The Prime Vendor will be responsible for any detention charges and arranging the return of empty containers to the Government designated ocean carrier, but will not be responsible for return drayage. The Prime Vendor must advise the DLA Distribution Representative of any new supplier locations well in advance of the supplier being operational so that available line haul rates can be ensured.

8. DLA Troop Support has been advised by USTRANSCOM that the “Point to Point” delivery time to Kuwait or Jordan from the Eastern and Western U.S. coasts averages sixty-five (65) days depending upon the point of embarkation. The delivery time for new items can range from eighty (80) to ninety-five (95) days when taking into consideration the fact that the item must be sourced, ordered and then shipped. However, these timeframes are estimates and the Prime Vendor must be aware that delays in excess of these timeframes may occur. The Prime Vendor is solely responsible for maintaining sufficient stock levels in its OCONUS facility(s) to cover any such delays in transport. Any Prime Vendor claims for cost relating to delays in transportation or other transportation-related issues, such as loss or damage to goods, lie against the USTRANSCOM contracted carrier. The Government has no Liability for late delivery or damage to goods in transit. The terms and conditions of the USTRANSCOM contract with the designated carrier govern carrier liability for any loss or damage to products during “Point to Point” transportation, and the Prime Vendor is solely responsible for developing and presenting any claims for delay, loss, or damage to the USTRANSCOM designated carrier when applicable. The Prime Vendor is cautioned that in some instances the USTRANSCOM contract carrier may have limited or no liability under the terms of the USTRANSCOM contract (see B. Insurance/Liability and Claims, below). It is important for all offerors to familiarize themselves with said contracts and agreements for purposes of proposing on this solicitation and consider those limitations and the associated risks when preparing offers.

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

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

Additional Packaging and Marking Requirements:

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

(b) MIL-STD-129 establishes requirements for contractors that ship packaged materiel to the Government to provide both linear bar codes and two-dimensional (2D) symbols on shipping labels. Shipping labels with 2D symbols are referred to as Military Shipping Labels (MSL) and are required 122 on all CONUS and OCONUS shipments with the following exceptions:

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

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

(3) Bulk petroleum, oil and lubricant products delivered by pipeline; or tank car, tanker and tank trailer for which the container has a capacity greater than 450 L (119 gallons) as a receptacle for a liquid; a maximum net mass greater than 400 kg (882 pounds) and a capacity greater than 450 L (119 gallons) as a receptacle for a solid; or a water capacity greater than 454 kg (1000 138 pounds) as a receptacle for a gas.

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

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

(c) MIL-STD-129 provides numerous illustrations of what should be bar-coded and the recommended placement of the bar code. Further information is available on the DLA Packaging Website at:

<http://www.dla.mil/LandandMaritime/Offers/Services/TechnicalSupport/Logistics/Packaging.aspx>

Requirements for Treatment of Wood Packaging Material (WPM)

Assets packed in or on wood pallets, skids, load boards, pallet collars, wood boxes, reels, 152 dunnage, crates, frames, and cleats must comply with the Heat Treatment (HT) or Heat Treatment/Kiln Dried (HT/KD) (continuous at 56 degrees Centigrade for 30 minutes) standard in 6 DoD Manual 4140.65-M "Compliance for Defense Packaging: Phytosanitary Requirements for Wood 155 Packaging Material (WPM)". WPM must be stamped or branded with the appropriate certification 156 markings as detailed in DOD 4140.65-M and be certified by an accredited American Lumber Standards Committee (ALSC)-recognized agency. The WPM certification markings must be easily visible, especially in pallet loads, to inspectors.

Palletization shall be in accordance with **MD00100452, REVISION C, DATED 09/2016** found at

<http://www.dla.mil/LandandMaritime/Offers/Services/TechnicalSupport/Logistics/Packaging/Palletization.aspx>

B. INSURANCE/LIABILITY AND CLAIMS

1. As discussed above, the Prime Vendor will transmit its transportation requirements to DLA Distribution, which will arrange government-funded transportation through DTS or other system, as appropriate orders against the USC. The Prime Vendor's products will be shipped through DTS via commercial carriers receiving USTRANSCOM contract awards. Although these carriers are responsible for any loss or damage to the products they transport, such responsibility or liability may be limited by the terms of the applicable USTRANSCOM contract, as well as maritime law, customs, and practices, e.g., Carriage of Goods by Sea (COGSA) limitations 46 U.S. App. § 1300 et. seq.; Force Majeure; Carmack Amendment 49 USC § 14706; etc. It is, therefore, highly recommended that the offeror, prior to submitting an offer, review the current USTRANSCOM carrier contract(s).

[http://www.sddc.army.mil/GCD/International%20Cargo%20Distribution/Forms/AllItems.aspx?RootFolder=%2FGCD%2FInternational%20Cargo%20Distribution%2FUNIVERSAL%20SERVICE%20CONTRACT%20\(USC\)-7](http://www.sddc.army.mil/GCD/International%20Cargo%20Distribution/Forms/AllItems.aspx?RootFolder=%2FGCD%2FInternational%20Cargo%20Distribution%2FUNIVERSAL%20SERVICE%20CONTRACT%20(USC)-7)

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2. During the implementation period as defined in the solicitation and/or as a requirement for offeror submission as defined in the solicitation, the Prime Vendor shall enter into an agreement and work with the USTRANSCOM carriers handling routes within the Prime Vendor's geographical responsibility to develop a claims process involving the Prime Vendor and the USTRANSCOM contractor(s). The purpose of such an agreement is to establish a working relationship between the Prime Vendor and the USTRANSCOM contractor(s) in order to facilitate the transportation of product and to establish points of contact in order to resolve any issues that may arise during the performance of this contract. Such an agreement shall address issues such as claims processing and dispute resolution for losses and damage to Prime Vendor cargo by the USTRANSCOM carrier(s) and for the resolution of claims by the USTRANSCOM carrier(s) against the Prime Vendor for detention of carrier containers, port storage for detained containers, and maintenance provided by a carrier for detained refrigerated containers. The Prime Vendor and the USTRANSCOM carrier(s) will be responsible to each other, directly, for the payment and resolution of any claims. For example, the Prime Vendor shall pay the USTRANSCOM carriers directly for any dry runs, diversions, re-bookings caused by incorrect requests, short stops not at the request of the Government, detention, port storage or maintenance charges incurred by the Prime Vendor. The Prime Vendor shall provide the Contracting Officer with a copy of such carrier agreements, as well as any contact information that it receives from the USTRANSCOM contractor(s). The Prime Vendor shall update this information as necessary and provide the Contracting Officer with any changes made to such agreements. The Prime Vendor claims procedure developed for handling any claims between the Prime Vendor and the USTRANSCOM contractor(s) shall also be provided to the Contracting Officer. During the implementation period and/or as a requirement for offeror submission as defined in the solicitation, the Prime Vendor shall contact the USTRANSCOM designated carrier(s) for the routes within the Prime Vendor's geographical responsibility. The Prime Vendor shall copy the Contracting Officer with the contact information that it receives from the carrier(s) and shall update this information as necessary. During the implementation period and/or as required for offeror submission for the solicitation, the Prime Vendor and the carrier(s) shall develop a claims procedure for the handling of any claims that may arise between the Prime Vendor and the carrier(s) for the products shipped by the carrier(s). This procedure shall be the basis for the resolution of any claims for loss or damage, as well as any other issues that may arise. A copy of this procedure, and any changes or updates, shall be promptly furnished to the Contracting Officer.

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

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

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modification, except by the Contracting Officer. If the Prime Vendor is unable to communicate directly with the carrier for any reason, it should promptly so advise the Contracting Officer.

(Note: In reference to paragraph 4 above, the offeror acknowledged by signing amendment 0015 that it will not hold the Government liable for costs or losses incurred as a result of the use of DTS, including, but not limited to costs associated with product loss.)

5. Offerors are advised that the lack of an agreement between the Prime Vendor and a USTRANSCOM carrier will not prohibit the Government from using that carrier in performance of the contract. The purpose of the carrier agreement is to facilitate a dispute resolution process between the Prime Vendor and the USTRANSCOM carrier(s). In the absence of a carrier agreement, the Prime Vendor and USTRANSCOM carrier(s) will still be liable to each other for any claims or disputes related to transportation of goods under DTS. The Government is not responsible or liable for any loss or damage to the Prime Vendor's products shipped through the DTS.

C. CUSTOMS:

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

D. PRIME VENDOR RESPONSIBILITIES REGARDING TRANSPORTATION

1. The Prime Vendor will be responsible for all documentation and required paperwork, as well as packaging/packing and marking of products as originally stated in the solicitation.
2. The Prime Vendor will be responsible for making a visual inspection of the container to ascertain that it is intact and that all equipment appears to be operable.
3. All freeze and chill trucks will use temperature recording devices, readings of which will be made available upon request.
4. Additionally, the Prime Vendor will be responsible for the van temperature verification, pre-cooling vans, when appropriate, and loading vans.
5. Unless otherwise specified in the contract, the Prime Vendor will be responsible for arranging the return of empty containers to the carrier. The Prime Vendor shall be responsible for detention charges that result from the delayed return of the empty containers.

E. GOVERNMENT RESPONSIBILITIES REGARDING TRANSPORTATION

1. USTRANSCOM will be responsible for the contracting of transportation of products from the Prime Vendor's CONUS Distribution Warehouse(s) to the Prime Vendor's OCONUS warehouse(s).
2. The DLA Distribution Representative in coordination with the Prime Vendor will be responsible for making ocean transportation bookings that provide transportation from the Prime Vendor's CONUS facility to the door of the PV's OCONUS facility to include setting up transportation from the OCONUS port to the Prime Vendor's OCONUS facility.
3. The DLA Distribution Transportation Operations team will generate the Transportation and Control Movement Document (TCMD), commercial invoice, commercial packing list and Consulate letter that will be used to identify that the products being shipped by the Prime Vendor are for "U.S. Armed Forces."

F. VEHICLE TRANSPORTATION

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

G. GLOBAL POSITIONING SYSTEM

1. The Prime Vendor is required to have a Global Positioning System (GPS) that closely monitors all bobtails, flatbeds, shipment containers, reefers, non-tactical vehicles, etc. that are destined for delivery to all locations to include Iraq. The units are required to be tagged with GPS devices.
2. The Prime Vendor is also required to provide vehicle tracking data into the military's Radio Frequency-In Transit Visibility (RF-ITV) system. The integration between the Prime Vendor's GPS and the military RF-ITV is limited to Prime Vendor vehicles and associated foodstuff shipments within the Subsistence Prime Vendor contract Iraq operations. The Prime Vendor shall provide an interface between its GPS and the military RF-ITV system to allow for data transfer from Prime Vendor to the U.S. Military regarding vehicle location in theater. The following information shall be available: (1) Vehicle Departure from Origin Data (including mission and Cargo RFID reference), (2) Vehicle Location data for ITV between Prime Vendor and final destination, (3) Vehicle Arrival to Destination information, (4) Vehicle Return Notification, and (5) Notification of AVL or Bob-tail change. The Prime Vendor's GPS shall interface with the US Military's RF-ITV system as XML data, transmitted over a secure internet connection (HTTPS). This information will be in the form of an asynchronous transmission from the Prime Vendor to RF-ITV and corresponding acknowledgement of received data from RF-ITV to

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Prime Vendor. The following control features shall be implemented: (a) Acknowledgement by the RF-ITV system for each data set that is sent by the GPS regarding the Prime Vendor vehicles in theater, (b) The GPS will resend acknowledgement requests in a pre-defined number of attempts if no acknowledgement is received within the predefined timeout. It is estimated that typical reporting frequency of Prime Vendor vehicles serving military needs in Iraq will be 4 to 6 positions per day per vehicle. The frequency may be changed as necessary. The GPS and interface capabilities are required to be tested during the contract implementation period and functional when the first order is placed with the Prime Vendor for an Iraq customer. In the event of interface changes initiated by the Prime Vendor, additional related costs associated with maintaining the level of integration outlined above will be borne by the Prime Vendor. In the event of interface changes initiated by the Government, additional related costs associated with maintaining the level of integration outlined above will be borne by the Government. The Government has the option to utilize new features introduced in future Prime Vendor GPS upgrades. Performance of these GPS requirements shall be included in the standard distribution price.

2. The Prime Vendor bears all risk and responsibility for personal injury or death of its employees or agents or subcontractor employees or agents or for any damage to, loss of or demurrage of equipment during the transportation of product under this contract, including into Iraq.

H. PRIVATE CONVOY SECURITY IN IRAQ AND SYRIA (i.e. Security not provided by the U.S. Government)

All shipments to Iraq and Syria must be accompanied by private security unless otherwise approved by the Contracting Officer based on conditions on the ground. A number of procedures are required for this process and can change per military direction. Below describes the general course of events required:

1. Objectives

The Prime Vendor shall perform sole security services within the borders of Iraq and Syria. In the event the requirement changes from armed to unarmed escorts, notification and approval will be made by the Contracting Officer. The Prime Vendor shall furnish all labor, equipment, weapons and ammunition. All equipment purchased by the Prime Vendor will remain as Contractor Furnished Equipment (“CFE”). All personnel, equipment, vehicles, communications systems, safety equipment, supplies, and other resources shall be routinely trained and maintained in a state of readiness to perform the duties and responsibilities set forth in this Performance Work Statement/Statement of Work (“PWS/SOW”). The Prime Vendor shall configure its resources such that there are no gaps in service. The Prime Vendor shall be flexible enough to handle surges in support of additional security requirements, yet be prepared to support downsizing where needed, at the direction of the Contracting Officer. The decision on downsizing services rests

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solely with the Government. The Prime Vendor shall be responsible for execution of downsizing at the direction of the Government, specifically written guidance provided by the Contracting Officer.

2. Arming Authority Documentation (Iraq Only)

Arming Authority is mandatory for all services performed under this contract that require the Prime Vendor's employees or subcontractor's employees to carry a weapon. Arming Authority shall be requested and approved prior to the Prime Vendor providing armed security services. Personal weapons are not authorized under this contract. All arming requirements, weapons and ammunition utilized in support of this requirement shall be in accordance with this solicitation, contract, and any specific guidance provided by the Contracting Officer. The Prime Vendor and all subcontractors at all tiers that require Arming Approval shall provide to the Arming Approval Authority via the Contracting Officer Representative ("COR") documentation (signed by employee and employer) for each employee who will be armed under the contract as follows:

- i. Weapons Qualification/Familiarization. All employees must meet the weapons qualification requirement on the requested weapon(s) established by any DoD or other US Government agency, Law of Armed Conflict ("LOAC"), Rules for the Use of Force ("RUF"), as defined in the US CENTCOM Policy, dated 18 Jan 2011, and distinction between the prescribed RUF and Rules of Engagement ("ROE"), which are applicable to US Military forces solely.
- ii. Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under US laws from possessing the required weapon or ammunition.
- iii. Written acknowledgement by the individual of the completion of training requirements and the understanding of the conditions for the authorization to carry firearms. This document includes the acknowledgement of the distinctions between ROE applicable to military forces and RUF that control the use of weapons by DoD civilians, DoD Contractors and Private Security Contractors ("PSCs").
- iv. Written acknowledgement signed by the armed employee and a representative of the Prime Vendor and any subcontractor involved in the furnishing of private security that use of weapons could subject both the individual and the Prime Vendor and its subcontractors to U.S. and Host Nation prosecution and civil liability.
- v. A copy of the contract between the Prime Vendor and the Private Security Sub-Contractor that verifies the individual's employment and addresses the need to be armed.

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- vi. One copy of a business license from the Iraqi Ministry of Trade.
- vii. One copy of a license to operate as a PSC (or a temporary license) from the Iraqi Ministry of Interior.
- viii. Business and/or operating licenses from the Kurdistan Regional Government Ministry of Interior.

3. Weapons (Iraq Only)

The Private Security Subcontractor must have Arming Authority for the possession of firearms. Whether contractor personnel will be permitted to carry a government approved weapon for self-defense purposes on a particular customer base is at the discretion of the base Commander. When accepted, the subcontractor's employee is responsible for using the weapon in accordance with the applicable rules governing the use of force. The subcontractor's employee must be aware that they may incur civil and/or criminal liability, both under host nation law or U.S. criminal and civil law, for improper or illegal use of the weapons. Unless otherwise stated in the contract, the US Government will not provide any weapons or ammunition to a Prime Vendor, its subcontractors, or any employees of the same. The Private Security Subcontractor will provide all weapons and ammunition to those employees that will be armed under this contract, as Contractor Furnished Equipment. The Private Security Subcontractor 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 this contract. Personal weapons are not authorized under this contract. All arming requirements, weapons and ammunition utilized in support of this requirement shall be in accordance with this Solicitation, Contract and any Modification specific guidance. Unless the Deputy Combatant Commander ("DCDR") USCENTCOM (or a designee) expressly provides otherwise, all arming requests and authorizations for Prime Vendor or subcontractor employees under this contract shall be limited to US Government approved weapons and ammunition. Notwithstanding Host Nation Laws or regulations that would allow use of heavier weapons by contract security, the Private Security Subcontractor must have weapons approved by DCDR USCENTCOM (or a designee) before use. This restriction applies to all weapons in the possession of the Private Security Subcontractor 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 within Iraq:

- i. The M9, M4, M16, or equivalent (e.g. .45 CAL, AK-47).
- ii. The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.
- iii. Crew served weapons/RPKs.

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- iv. US Government ball ammunition is the standard approved ammunition. Any change in the standard of ammunition approved will be defined at the Modification level.
- v. Prime Vendor and its employees or those of its subcontractors performing requirements in support of Gulf Region District or Middle East District are authorized to use: Glock 17/19 9mm Pistol; M4 5.56mm Assault Rifle; Minimi 5.56mm Light Machine Gun; 16mm Mini Flares; 5.56mm Ball, Tracer and Link Ammunition; 7.62mm Short and Long Ball and Link Ammunition; and 9mm Ammunition.

4. Requirements for Individual Weapons Possession

All employees of the Prime Vendor and its subcontractors at all tiers who are authorized to be armed under this contract must:

- i. Possess only those US Government approved weapons and ammunition for which they are qualified under the training requirements and subsequently authorized to carry.
- ii. Carry weapons only when on duty or at a specific post.
- iii. Not conceal any weapons, unless specifically authorized.
- iv. Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer.
- v. In accordance with USCENTCOM General Order #1, consumption of alcohol in Iraq and Syria is prohibited. In the event of a suspension or an exception to General Order #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 Prime Vendor or its subcontractor's employee will be authorized to consume any alcoholic beverage when armed for Convoy Escort Team ("CET") duty.

If any weapons are provided as Government Furnished, prior to that occurring, the Government will provide Prime Vendor or its subcontractors' employees with weapons familiarization training commensurate to training provided to DoD civilian employees. The Office of Security Operation-Iraq ("OSC-I") Commander is responsible to ensure that armed contractors receive training in the rules of engagement, the rules governing the use of force, and the law of war. The Prime Vendor shall ensure that its employees adhere to all guidance and orders issued by the OSC-I Commander or his/her representative regarding possession, use, safety and accountability of weapons and ammunition. In the

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event that the Government issues the weapons and ammunition upon redeployment or notification by the Government, the Prime Vendor shall ensure that all government issued weapons and ammunition are returned to Government control. The Prime Vendor shall screen employees, and subcontractors, to ensure that employees may be issued a weapon in accordance with U.S. or applicable host nation laws. Evidence of screening will be presented to the Contracting Officer. The Prime Vendor shall maintain arming authority and submit an arming packet to the Civilian Arming Program OSC-I Armed Contractor Oversight Division (“ACOD”) Office for approval to carry weapons in accordance with USF-I FRAGO 11-01.

5. Required Training and Documentation

The Prime Vendor and its subcontractor(s) shall not be permitted to carry weapons until required acknowledgement forms and information are received, found acceptable by OSC-I Office, and arming authorization is granted by OSC-I. The Prime Vendor will provide required training, documentation and acknowledgements for each employee hired to the Contracting Officer or designated representative, unless otherwise agreed to by the Contracting Officer.

Failure to successfully retrain an employee who has been properly authorized to be armed under this contract within 12 months of the last training date will constitute a lapse in the employee’s authorization to possess and carry a weapon. All unauthorized employees will immediately surrender their weapon and authorization letter to the Prime Vendor 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 12 months from the date of the prior letter (unless authorization is earlier invalidated by a lapse in training). A favorable fitness determination for deployable employees must be made prior to deployment. Prime Vendor and its subcontractor personnel who deploy for multiple tours, for more than 12 months total, must be re-evaluated annually for fitness to deploy. An examination will remain valid for 15 months from the date of the physical.

6. Weapons Training

The Prime Vendor shall provide individual weapons qualification training for all employees assigned weapons under this contract to include battle-sight zero. Training will be accomplished to U.S. Army weapons qualification standards for U.S. type weapons. For non-U.S. weapons, the Prime Vendor must submit qualification requirements for approval to the OSC-I or designated representative. Weapons training will be documented on weapons qualification forms DA Form 88-R and DA Form 3595-R and placed into the employee’s training record. Unsatisfactory employee qualification results shall be reported to the Contracting Officer immediately. Training will be conducted on a repetitive basis at least monthly.

7. Live Fire Training

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The Prime Vendor and its subcontractor(s) employees must follow local command procedures and coordination requirements when utilizing and/or operating a live fire range in Iraq and Syria. Range information and questions should be addressed to OSC-I for scheduling routine weapons training for security personnel.

8. Synchronized Pre-deployment Operational Tracker (SPOT)

See 252.225-7995(g)(3). The Prime Vendor is responsible to enter, exit, and seek approval from the Contracting Officer for all personnel in a timely manner at all tiers.

9. Light Armored Vehicles (“LAVs”)

a. Specifications

All LAVs will be diesel powered and equipped with two spare run flats. The Prime Vendor shall utilize four door SUV style 2010 or newer LAVs of a make and model with four wheel drive. The Prime Vendor shall utilize LAVs with protection in accordance with National Institute of Justice (“NIJ”) Level 3 (B6) protection (this shall include at a minimum: armored against land mines, non-flattening tires, and complete cabinet protection against 7.62x51mm lead core steel jacket bullets). The LAVs should also provide Side Blast Protection. The Prime Vendor shall provide the B6 documentation for each vehicle to the Government. Each vehicle shall be fully mission capable and in good mechanical condition. All four door LAVs shall contain the following equipment at a minimum:

- Fire Extinguisher
- All terrain flat free steel (or equal) belted radial tires or fun flat inserts for LAVs
- Commercial/heavy duty factory installed heating/cooling system
- Side view mirrors
- Seat belts
- Ballistic glass on all windows
- Equipped with two spare run flat tires

The Prime Vendor shall be responsible for registering all vehicles used in performance of this contract with the Iraq Ministry of Interior.

b. In transit Visibility:

The Prime Vendor shall provide In Transit Visibility (ITV) for all security (CET, SRT, CET and PSD) movements within Iraq and Syria. The system shall enable the US Government to track convoy and vehicle movement in order to monitor location and transport status of material, equipment and personnel in theater, through the points of entry and to final delivery points. ITV shall interface with Tapestry software.

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10. Prime Vendor Tasks

i. Contractor Furnished Equipment and Services

The Prime Vendor shall provide all weapons, ammunition, LAVs, NTVs, life support, logistical support, personal protective equipment and gear, uniforms, communications equipment and ancillary equipment required to support this effort unless provided as GFE under this contract. The Prime Vendor shall ensure that the aforementioned items are acquired in accordance with all applicable national and international laws and regulations. Vehicles provided by the Prime Vendor in support of providing transportation services for this contract shall remain the Prime Vendor's property. The Government will not own or accept ownership of any vehicles furnished to it by the Prime Vendor. The Prime Vendor is to provide repair and maintenance services to their fleet of supporting LAVs.

ii. The Prime Vendor shall provide all weapons and ammunition required to perform this requirement.

11. Specific Tasks

i. Convoy Escort Teams ("CET")

The Prime Vendor security personnel shall provide 360 degrees of security, utilizing all assets in the team, for escorted personnel at all times during movement and at the mission location. Private security services shall include all protective/defensive actions required to counter, deter, detect, and respond to threats to designated personnel through threat analysis, operations security ("OPSEC"), responsive communications, and integrated team support using armed vehicle escorts as necessary. Each CET shall include at least one (1) trained in lifesaving skills, certified emergency trauma medic who will be responsible for providing first response medical care to all individuals in the convoy.

ii. Duty Cycle

Unless otherwise stated, movements are conducted primarily in daylight hours, but in the case of long trips could start before light, and in the case of delays could end after dark. The Prime Vendor shall be prepared to perform all aforementioned services twenty-four (24) hours per day; seven (7) days per week.

iii. Coordination Cells

The Prime Vendor shall establish coordination cells to liaise with and report operational status to the Logistics Movement Cell (LMC) in Iraq and Syria and DLA Troop Support to support mission scheduling, planning, and execution, and to manage the operational, logistical, communications and reporting requirements of the CETs. The coordination cells shall resolve any and all issues.

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iv. Deliverables

The Prime Vendor shall provide a detailed planning summary that describes the concept of operations for contract implementation to DLA Troop Support within seven days of contract award. This plan shall ensure proper continuation of CET services during any transfer of those services between contractors.

v. Weapons and Ammunition

Unless otherwise specified in this solicitation, weapons and ammunition will be provided by the Prime Vendor. Prime Vendor shall provide documentation to OSC-I Office and the Contracting Officer to include the serial number of each weapon and identification of the person to whom it is issued. Prime Vendor employees are required to carry weapons authorization documentation in accordance with AR 190-14. For modifications issued in support of Department of State requirements, the Regional Security Office will issue all ammunition as GFE and hold final standard and type of ammunition approval.

The following Government-authorized weapons may be provided for use:

Weapon Type/Security Type	Top Level	Project Safety Officer	Anti-Terrorism/Force Protection	Guards
9mm	X	X	X	X
12 GA Shotgun: Tactical, 18" barrel				X
M16A1/2 or M4	X	X	X	X
M249 SAW	X	X	X	
M240 Series (non 7.62mm)	X	X	X	
RPK and Minimi	X	X	X	

vi. Security Program Manager (“SPM”)

The Prime Vendor shall provide supervision and administration of security forces including scheduling of security force activities, prioritizing tasks and missions, developing work rotation schedules, providing liaison between the contract security force and command/staff elements identified in the modification; keeping senior staff aware of the situation; and providing administrative support and oversight for all contract security personnel. The Prime Vendor should have the authority to make technical decisions and commit resources.

vii. Contractor Furnished Equipment

The Prime Vendor shall provide all equipment and services required to perform this requirement.

viii. Delivery Support Locations

The Prime Vendor’s private security team shall escort convoys to any location within Iraq and Syria as required.

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ix. Life Support

The Prime Vendor will provide all life support including billeting, food (meals), water and electricity for Convoy Escort Teams (“CETs”). However, for convoy drivers with requirements for Rest Overnight (“RON”) at base camp Taji, the Government will provide Halal MREs, water, latrines, and fuel. The CETs will not be permitted to enter base camp Taji. Only convoy drivers are granted access to base camp Taji for this support. Note: These services may be discontinued at any time, for any reason, including conditions in theater. The Prime Vendor will be expected to continue to perform at no change in distribution price if these services are discontinued.

x. Government Inspection

The Prime Vendor as well as the Contracting Officer, his/her COR or other representative(s), shall have the right to inspect vehicles and maintenance work.

xi. Armed Personnel Incident Reports

The Prime Vendor and its subcontractors at all tiers in the OSC-I and DoS Theater of Operations shall comply with all applicable orders, directives, and instructions issued by the respective OSC-I Commanders and DoS relating to force protection and safety. The Prime Vendor shall provide an initial report of all weapons firing incidents or any other serious incidents they or their subcontractors are involved in to the OSC-I Contractor Operations Cell (“CONOC”) and DoS and the Contracting Officer as soon as practical, but not later than four hours after the incident. The Prime Vendor and its subcontractors at all tiers shall submit a written report to CONOC, the Contracting Officer and COR within 96 hours of the incident. Interim reports shall be submitted between the initial and final report, when necessary, to the CONOC at usfic3conoc@iraq.centcom.mil, DSN 318-435-2369, UK# 0044 203 286 9851 or 0044 203 239 5894 of Skype: USFICONOC.

12. Transition. The Prime Vendor shall have obtained before performance begins and shall maintain up-to-date as necessary:

- i. All Government of Iraq and Syria required permits and/or certifications for personnel, including identification cards, arming authority, and weapons cards;
- ii. All Government of Iraq and Syria required permits and/or certifications for vehicles, including licensing and registrations.

13. Mobilization / Demobilization

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 and Syria for the sole purposes of

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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 Vendor 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 Vendor 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.

The Government 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 Vendor not in compliance with the above procedures included herein. Additionally, the Contracting Officer shall document all unresolved contractor compliance issues in CPARS, which shall have an adverse past performance effect on future contracts with the USG, anywhere in the world.

I. SAFETY OF LIFE AT SEA (SOLAS)

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

2. When shipping containers booked through the Defense Transportation System (DTS), in order to comply with SOLAS requirements, the Subsistence Prime Vendor MUST ensure that the VGM of each container is provided to DLA Distribution, that the VGM of each container is certified, and that the tare weight of each container is also provided to DLA Distribution. This information shall be provided by the Subsistence Prime Vendor, or its representative, in a format approved by the DLA Distribution Transportation office. The certified VGM of the container shall be determined by one of the following methods, unless otherwise authorized by the Contracting Officer, with all weighing being completed in accordance with the laws of the jurisdiction in which the weighing occurs:

Method No. 1: Weigh the packed container after loading is finished;
---or---

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Method No.2: Weigh the individual packages/cargo, including the packing and securing material, then add the tare weight of the container.

3. When shipping containers booked through DTS, the VGM provided to DLA Distribution must be certified with the following statement:

“I hereby certify that this container was weighted IAW the International Convention for the Safety of Lives at Sea (SOLAS), Chapter VI, Part A, Regulation 2 - Cargo Information, and the gross weight is determined to be lbs. Signed and certified: (electronic signature; pen and ink signature; or signature block in all capital letters).”

All forms of signature must be legible and made by a representative of the “shipper.” For the purposes of the certified VGM for any material shipped through DTS under this contract, the “shipper” is defined as the company at whose location the container is loaded and sealed. There may be instances where the party booking the container differs from the shipper; however, the shipper is still responsible for supplying and certifying the VGM data unless otherwise directed by the Contracting Officer or DLA Distribution. The Subsistence Prime Vendor will be responsible for ensuring that the shipper provides an accurate VGM and provides the appropriate certification. Failure to submit the VGM, the above certification statement, and/or a legible, valid form of signature may delay the container shipment. The Government will not be responsible for any delays or costs associated with the failure to provide the required VGM and certification. Consistent with the basic contract terms, any such costs, including demurrage or product loss, will be the Subsistence Prime Vendor’s responsibility.

Inclusion of the above certification on a packing list is generally the preferred method of submission; however, other forms of submission may be acceptable when approved or required by DLA Distribution and the Contracting Officer.

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

5. Additionally, for Class I Subsistence shipments through DTS, the Subsistence Prime Vendor will be required to provide the DTS carrier with the VGM directly. The method for

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providing each carrier with the VGM may vary based on the carrier and the port. The Subsistence Prime Vendor shall request specific guidance on how this information is to be provided to the carriers from the DLA Distribution Transportation Office.

6. The Subsistence Prime Vendor is responsible for ensuring its continued compliance with transportation related laws and regulations applicable to performance under this contract. The Subsistence Prime Vendor should continue to coordinate with USTRANSCOM, Military Surface Deployment and Distribution Command, DLA Distribution, and DLA Troop Support to ensure its continued compliance with all DTS shipping requirements.

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I. AIRLIFTS

1. Kuwait and Jordan

Airlifts to customers in Kuwait and Jordan are not anticipated. The Prime Vendor is required to stock sufficient quantities of product to meet all Kuwait and Jordan customer demands. If an item with an established demand is not properly managed by the vendor, a not-in-stock situation occurs, and the item is projected to be out of stock for more than 21 days, the Prime Vendor will be required to airlift product at its own expense.

Any Government emergency requirement to airlift product from Kuwait via military air to locations other than Iraq must be directed by the Contracting Officer or Contracting Officer Representative, if delegated this authority, and the product shall be moved via military assets or TRANSCOM Tender processes. No more than three (3) emergency airlifts pertaining to customers located within Kuwait or Jordan may be directed by the Contracting Officer in any given calendar year. All prime vendor costs, including but not limited to tri-walls, ice, delivery to the airfield, etc. shall be included in the standard distribution price.

Pallet tri-walls must be constructed from the appropriate level of cardboard to withstand the normal requirements of the journey. Frozen and chill pallet tri-walls must be lined with suitable insulating materials and either wet ice or dry ice will be added as needed to maintain the products for the expected journey timeframes. Once product is tri-walled and dispatched, the order cannot be cancelled. Once product is received and accepted by the customer, the Prime Vendor shall not be responsible for the deterioration or loss of goods that are in transit by the customer to a final destination. The Prime Vendor remains responsible for its product during USTRANSCOM transit.

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2. Iraq and Syria

The Prime Vendor will be required to execute airlifts to meet Iraq and Syria customer requirements that cannot be fulfilled by ground movement due to reasons such as customer location, time constraints, road closures, contingencies in the area of operation, the addition of new customers/requirements that will need support before the traditional 80-95 day lead time needed to source product from the United States, and/or other factors.

The requirement to execute commercial airlifts to Iraq and Syria customers shall only be utilized when requested by the individual Iraq or Syria customer, and authorized by the Contracting Officer, in the circumstance where ground movement is not possible based on conditions within Iraq and Syria and United States Transportation Command (“USTRANSCOM”) tenders are not available. Note: It is anticipated that USTRANSCOM tender processes will not be available for this requirement.

The Prime Vendor must have a working arrangement in place with a commercial air source that can be ready to deliver on a moment’s notice. The Prime Vendor will be financially responsible for all commercial airlift, pallet, and ice requirements to include loading.

If utilized, pallet tri-walls must be constructed from the appropriate level of cardboard to withstand the normal requirements of the journey. Frozen and chill pallet tri-walls must be lined with suitable insulating materials and either wet ice or dry ice will be added as needed to maintain the products for the expected journey timeframes. Once product is tri-walled and dispatched, the order cannot be cancelled; however, the Prime Vendor remains responsible for the product during transit. Once product is received and accepted by the customer, the Prime Vendor shall not be responsible for the deterioration or loss of goods that are in transit by the customer to a final destination.

For informational purposes only, based on current conditions on the ground, there are two (2) Iraq customers (Al Asad and Al Taqaddum) that required routine air shipments. The Al Asad and Al Taqaddum runways are 13,000 feet in length. They are both able to handle 747s. The Al Asad runway is asphalt and the Al Taqaddum runway is asphalt and cement. Offerors are advised that circumstances on the ground may change at any time, and the contractor will be expected to perform in those changed circumstances at no additional cost to the Government. The remaining Iraq customers receive all orders via ground movement with private security and/or direct vendor delivery from within Iraq. Syria customers do not require routine air shipments at this time. Note: All Iraq and Syria Ground and Air movement requirements are subject to change based on actual conditions on the ground regardless of the length of the disruption. Said changes will occur at no additional cost to the Government.

It is anticipated that each Iraq and each Syria customer will be assigned two ordering points for placing their orders; one for ground movement and one for air movement. The Prime Vendor shall confirm and verify with both the customer and the Contracting Officer all first time requests for orders to be delivered via air. After the first time request is coordinated and authorized in writing by the Contracting Officer, the Prime Vendor may continue proceeding

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under that authorization until revoked. The Prime Vendor will need to coordinate all necessary delivery times and destinations, landing permissions, offloading and drayage (including outside the wire deliveries – no military escort) with the customer requiring delivery. Advance confirmation should be made as to responsibility for offloading. In some areas, the customer will offload. In other areas the air carrier will be required to perform offloading. The Prime Vendor will e-mail all concerned parties of confirmation of receipt of goods. The Prime Vendor will be required to submit load characteristics to the Contracting Officer or Contracting Officer Representative to include but not limited to the number of tri walls (frozen, chill and dry), air pallets, pieces, weight and cube.

When commercial airlifts are utilized to meet Iraq and Syria airlift requirements, the following price formulas shall apply, respectively:

Contract Unit Price = Product Price + Standard Distribution Price + Non-Standard Distribution Price for Commercial Air Movement to Iraq.

Contract Unit Price = Product Price + Standard Distribution Price + Non-Standard Distribution Price for Commercial Air Movement to Syria.

If military assets and/or USTRANSCOM tenders are utilized to meet Iraq and Syria airlift requirements, the following price formula shall apply:

Contract Unit Price = Product Price + Standard Distribution Price

J. DIRECT VENDOR DELIVERIES WITHIN IRAQ AND SYRIA

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

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

Contract Unit Price = Product Price + 50% of the Standard Distribution Price

K. OVERLAND TRANSPORT OF PRODUCT IN SUPPORT OF AERIAL PORTS OF DEBARKATION AND SEA PORTS OF DEBARKATION (APOD/SPOD) AND PORT TO PORT SHIPMENTS

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

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- i. Coordinate with DLA-Troop Support designated personnel for the specific mission requirements, transport time, location, and destination.
 - ii. Organize and deploy warehousing, transportation, and personnel assets to the respective sites to fulfill or receive shipments.
 - iii. Provide transport of pallets, dunnage of air pallets, tarping and strapping of goods.
 - iv. Protect goods from moisture, contamination and any other damage.
 - v. In case of delayed or cancelled flights, restock, re-ice, and repack supplies.
2. No more than two (2) requests for overland transport of product to or from an APOD or SPOD location may be directed by the Contracting Officer in a calendar year. All Prime Vendor costs, including but not limited to the tasks described above shall be included in the standard distribution price.

L. PRIME VENDOR PRODUCT TRANSFER

DLA Troop Support Prime Vendors will be permitted to transfer product between one another based on their own agreements. However, the receiving Prime Vendor must catalog the item(s) at the actual unit price as defined in this solicitation which is equal to product price plus the receiving Prime Vendor's distribution price. The receiving Prime Vendor will not be entitled to any amount above contract product price.

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

A. INTERNATIONAL AGREEMENTS (i.e. Defense Cooperation Agreement, Diplomatic Notes, Status of Forces Agreement ("SOFA"), etc.)

Shipments to the solicited zones are subject to whatever country-to-country agreements may exist between those countries and the United States. Each offeror, and ultimately the Prime Vendor selected as the awardee, is 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 Prime Vendor's commercial

customers.

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

B. WORKERS COMPENSATION INSURANCE

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

2. The Secretary of Labor may waive application of the Defense Base Act (DBA) with respect to any contract, work location, or class of employees upon the written request of the head of any department or other agency of the United States. DLA understands that it is Department of Labor's policy that waivers do not apply to citizens or legal residents of the U.S. or to employees hired in the United States. In addition, once granted, the waiver is only valid if alternative workers' compensation benefits are provided to the waived employees pursuant to applicable local law. If there are no local workers' compensation laws, the waiver has no effect and local and foreign nationals working under a United States contract are covered under the DBA. It is the Prime Vendors responsibility to obtain the insurance coverage as required. All costs to provide coverage throughout the life of the contract shall be included in each offeror's proposal.

C. INTERPRETATIONS/TRANSLATIONS

1. The Prime Vendor shall provide host nation/English translation of operating instructions, procedures and all other documents required for complete and efficient performance of this contract. These translations shall be placed or posted in close vicinity to each work area where they are required for day-to-day work.

2. The Government is not obligated to provide any assistance to the Prime Vendor in the day-to-day translations and interpretations necessary to communicate with DLA Troop Support.

3. The Prime Vendor shall provide a means of real time communications/ translation/ interpretation between and among all levels of its organization. This requirement for communication and understanding shall apply to all levels of supervision and shall be provided by supervisors at all levels or by adequate numbers of readily available interpreters/translators who shall be present during all exchanges of information that require interpretation or translation.

4. All correspondence, official documents that impact work performed under this contract and communications between the Prime Vendor and the U.S. Government pertaining to

this contract shall be in the English language.

VII. INVENTORY AND WAREHOUSE MANAGEMENT

A. WAREHOUSE MANAGEMENT

1. The Prime Vendor will be required to perform supply chain and warehouse management functions and to position a full line of food and beverage, non-food items, and Government Furnished Material (“GFM”) items into its warehouse(s). The Prime Vendor has responsibility for all supply chain management. In regard to GFM, the military theater food adviser shall recommend the time to reorder and the respective replenishing amounts.
2. Supply chain management is the sole responsibility of the Prime Vendor. As supply chain management is the sole responsibility of the Prime Vendor, the Government will not be liable for expired or excess inventory during the life of the contract or after the contract has expired. Any information provided to the Prime Vendor by the Government (i.e. estimates, headcounts, etc.) during contract performance is merely guidance to assist the Prime Vendor in fulfilling its role of supply chain management in the context of specific contract requirements. Though the Government will utilize its best efforts and reasonableness in furnishing said information, it provides no warranties or representations that the information provided is wholly accurate. Ultimately, the Prime Vendor is responsible for ensuring that its supply chain management is sufficiently executed and managed to meet the specific requirements contained in this solicitation. In making the supply chain management decisions, the Prime Vendor will be responsible for stocking, at a minimum, any item that has a fifteen (15) case average monthly requirement.
3. The Prime Vendor will be required to maintain 60 days of supply of Prime Vendor product at all times at each OCONUS warehouse location. It is the Prime Vendor’s responsibility to determine the warehouse size and number of pallet spaces it needs to fulfill the demand requirements of this solicitation to include surge requirements. The standard American pallet size is 48x40 inches. The Prime Vendor will be responsible for developing its own demand estimates to ensure proper stocking levels, including average weekly and average monthly demands (AWD/AMD). Note: Solicitation estimates are only estimates and subject to increase or decrease based on the actual conditions on the ground.
4. The Prime Vendor must provide all of the necessary assets, to include, material handling equipment and labor to maintain operations.
5. The Prime Vendor is responsible to provide the proper equipment (i.e. pallet jacks, fork lifts, etc.) to move material to the back of the delivery vehicles at the customer delivery points.

B. GOVERNMENT FURNISHED MATERIAL – OPERATIONAL RATIONS

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

Operational Rations:

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

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

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

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

UGR-E is a compact, self-contained module that provides a complete hot meal. The components are thermally processed, pre-prepared, shelf-stable foods, and currently packaged in

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

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

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

For more information regarding these rations, please go to <https://www.troopsupport.dla.mil/subs/rations/index.asp>

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

The following chart shows the monthly average quantity of GFM stored in Kuwait over the 7-month period from Oct 2015 – Apr 2016.

GFM Description	Average Storage Qty
GFM - Individual Feeding Ration (1 CS per UOI)	44,492 EA
GFM -Health & Comfort Packs	1,018 EA
GFM - Nutritional Drink	2,630 EA
GFM - UGR - E	124 EA
GFM - Other	1,011 EA
GFM - UGR-A Semi Perishable (2 CS per UOI)	7,726 EA
GFM - UGRA H&S Group Ration (3 CS per UOI)	1,239 EA
GFM - UGR- A PERISHABLE Group Rations (3 CS per UOI with 1 FZ)	5,998 EA

Note: Average GFM storage quantities are provided for informational purposes only. Actual GFM storage requirements may vary greatly at any given point in time based on customer requirements. Offerors are reminded that they will only be paid for GFM distribution, storage, re-work, and re-labeling when the GFM is ordered by the customer and delivered by the Prime Vendor.

C. BREAKING CASES

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

D. OFFICE SPACE AND EQUIPMENT FOR GOVERNMENT EMPLOYEES

1. Contracting Officer Representatives (“CORs”). The Prime Vendor will be required to station CORs at its various facilities. It is estimated that one (1) to two (2) persons, at a

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

2. Work Space and Equipment must be available for Army Veterinary Inspectors (AVIs) when present. The primary mission for AVIs is inspection, extension, or condemnation of Operational Rations and Government Furnished Material. Additionally, AVIs inspect and recommend rejection, extension or condemnation of Prime Vendor owned product as requested by the Prime Vendor, deemed necessary by the Theater Food Advisor and approved by the Contracting Officer or authorized Contracting Officer Representative. It is estimated that two (2) AVIs will be present during product inspection stationed at the Prime Vendor's main distribution facility during office hours. Available equipment requirements follow:

Work station	Printer access
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)	1 parking space available
4 sets, Freezer Coat/pants (for working in freezers)	4 Cutting Boards, commercial quality 18"x24"x3/4"
Access to business quality document scanner	2 butcher knives
2 boning knives	2 Spoons, plain bowl, basting
Stone, sharpening	2 Spatula, Stainless Steel
2 Metal Tongs, commercial 12" minimum	2 Pans, Cooking (18" and 12")
3 Pots, Cooking Round (14qt, 8qt, and 4qt)	2 Pans, Baking Sheet (7330-00-633-8905)
1 Can Opener, Mounted (7330-00-205-3151)	Ruler, Machinist's Steel Rule; graduated to 1/8", 1/16", 1/32", and 1/64", 12" long, 5220-00-234-5224
1 Drill, 1/4". Cordless (Model 7078/1898 or equivalent) needed for internal temperature of frozen product	Metal Sieve with Catch Pan (USA Testing Sieve, A.S.T.M. -9450 E-11, Spec sizes No. 8 & 20 (for sifting products when looking for insects or spec req
3 Gauge, compound pressure, vacuum, dial (6685-00-806-9300)	
Miscellaneous Kitchen utensils, plates, cups, cleaning supplies	2 Large Trash Cans for food inspection area

VIII. SECURITY MEASURES / FORCE PROTECTION AND THEATER SUPPORT**A. SECURITY MEASURES / FORCE PROTECTION**

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

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Support to take steps and ensure steps are taken to prevent the deliberate tampering and contamination of subsistence items. Such precautions are designed to provide for Food Defense as described by the Food & Drug Administration (FDA) at www.fda.gov/Food/Defense/.

2. As the holder of a contract with the Department of Defense, the Prime Vendor should be aware of the vital role it plays in supporting the Government's customers. It is incumbent upon the Prime Vendor to take actions to secure product delivered to all customers. It is a requirement for the Prime Vendor to have written force protection/food defense plans relating to plant security and security of product in light of the heightened threat of terrorism and to secure prime vendor product from intentional adulteration/contamination. The Prime Vendor's Food Defense Plan must be in compliance with the DLA Troop Support Food Defense Checklist as determined by the Contracting Officer. (NOTE: to download a copy of the DLA Troop Support Food Defense Checklist go to https://www.troopsupport.dla.mil/subs/fs_check.pdf or contact the applicable Contracting Officer or the DLA Troop Support Quality Audits & Food Defense Branch at 215-737-8656). This Plan must be submitted to the Contracting Officer within 60 days after contract award to be reviewed for acceptability. The Contracting Officer may conduct ongoing verifications of the Prime Vendors security and food defense system throughout the life of the contract. Failure to have or maintain an acceptable food defense plan will be considered a breach of contract. The DLA Troop Support-FTSB may conduct Food Defense Audits/reviews during Prime Vendor Product Quality Audits, Unannounced Quality Systems Management Visits and/or other visits to verify the implementation, compliance and effectiveness of the Prime Vendor's Food Defense Plan. The Prime Vendor's Food Defense Plan should include specific security measures relating to but not limited to the following areas:

- Employee Identification
- Background checks where applicable
- Control of access to plant facility, gates and doors at the facility
- Internal Security
- Training and security awareness
- Product Integrity
- Transportation Security

The Prime Vendor may modify its Food Defense Plan at any point during contract implementation or during the period of performance, however, any change must be determined acceptable by the Contracting Officer. Whenever a change is made to the Food Defense Plan, it must be submitted to the Contracting Officer for review and approval. If more than one facility will be used to store or distribute product, a separate acceptable Food Defense Plan for each facility is required.

3. The Prime Vendor will ensure that all products and/or packaging have not been tampered or contaminated throughout the manufacturing, storage and delivery process. The Prime Vendor will immediately inform the Contracting Officer of any attempt or suspected attempt by any party or parties, known or unknown, to tamper with or contaminate subsistence supplies.

4. The following security guidance is also provided:

- i. Make sure all boxes, bags, etc. are intact and demonstrate no evidence of tampering. All incoming truck drivers should provide adequate identification upon request. Visitors should also be properly identified and have limited access to those areas appropriate for their visit. Procedures for storing product should

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adequately control access to eliminate any possibility of product adulteration.

ii. The warehouse facilities must have sufficient lighting, an adequate number of cameras located inside and outside for complete surveillance, security fences and locking devices. Guards for static security shall be utilized.

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

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

5. Information Protection

The Prime Vendor shall prevent unauthorized release of sensitive and/or classified information in accordance with communications security (COMSEC) and operations security (OPSEC), and information system security (INFOSYSEC) by all employees.

6. Operational Security

The Prime Vendor shall establish, maintain and execute a vigilant Operations Security (“OPSEC”) Program to include, but not limited to, receipt, accountability, safeguard, destruction, and investigation of any operational information.

7. INFOSYSSEC Security

The Prime Vendor shall establish, maintain and execute a vigilant information system security (“INFOSYSSEC”) Program to include, but not limited to, receipt, accountability, safeguard, destruction, and investigation of any computer security, internet security, network security, information security, security, computer, network, information, hacking, hacker, exploits, and vulnerabilities.

8. Data Use, Disclosure or Information, and Handling of Sensitive Information

The Prime Vendor shall maintain, transmit, retain in strictest confidence, and prevent the unauthorized duplication, use and disclosure of information. The Prime Vendor shall provide information only to those employees of the Prime Vendor and its subcontractors who have a need to know such information in the performance of their duties under this contract. Information made available to the Prime Vendor by the Government for the performance and administration of this effort shall be used only for those purposes and shall not be used in another way without the written agreement of the Contracting Officer.

B. THEATER SUPPORT

1. Management

i. The Prime Vendor shall ensure that all of its employees, subcontractors, subcontractor’s employees, invitees and agents comply with all guidance, 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.

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This paragraph applies only to personnel.

- ii. The Prime Vendor shall take reasonable steps to ensure the good conduct of its employees and shall at all times be responsible for the conduct of its employees and those of its subcontractors and invitees.
- iii. The Prime Vendor shall promptly resolve, to the satisfaction of the Contracting Officer, all Prime Vendor employee performance and conduct problems identified by the Contracting Officer or his/her designated representative.
- iv. The Contracting Officer may direct the Prime Vendor, at its own expense, to remove or replace any employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative. The Contracting Officer may also direct the Prime Vendor, at its own expense, to remove or replace any employee that has been determined to be a force protection risk. The Prime Vendor will replace any such employee within 72 hours or as instructed by the Contracting Officer.

2. Management Plan

The Prime Vendor shall develop a detailed management plan that describes the Prime Vendor's policies and procedures with regard to planning, organizing, staffing, directing, and controlling the performance of the contract, to include effective management methods and strategies, as well as cost effective management methods that provide the flexibility needed to effectively manage the US Government's requirements. The Prime Vendor shall articulate in written format, internal and external management processes that directly relate to the PWS/SOW. At a minimum the plan shall address: contract administration; Government compliance; health, safety and environmental; human resources; program management; procurement and supply management; project controls; property controls; and security (physical, communication, operational, force protection). The Prime Vendor's management plan shall also include its plan to provide a bi-monthly manning document, deliverable to the COR, that discusses current manning levels and incoming personnel.

3. Personnel

i. Objective

The Prime Vendor shall provide a work force possessing the skills, knowledge, training, equipment and certifications required to satisfactorily perform the services required for this contract. Documentation establishing and/or showing evidence that employee(s) possess the certifications, qualifications, and background checks required by contract must be presented to Prime Vendor, the OSC-I Office or designated representative prior to beginning duties. The private security personnel will not have been convicted of any felony. Personnel may not have been declared incompetent by reason of mental defect by any court of competent jurisdiction. Personnel may not be suffering from habitual drunkenness or from narcotics addiction or dependence as evidenced by a recognized drug/alcohol testing procedure or possession of unauthorized substances or paraphernalia. All Prime Vendor and subcontractor personnel under this contract must abide by General Order Number 1B and other policies which apply to Prime Vendor personnel.

ii. Availability

The Prime Vendor shall configure its resources such that no gaps in services occur resulting from leaves of absences and availability of physical resources such as weapons, vehicles and communication equipment.

iii. Personal Attributes

All Prime Vendor personnel shall be a minimum age of 21 and not have a criminal record. Nor shall any Prime Vendor personnel have an existing warrant for any crimes. Prime Vendor personnel can be U.S. Citizens, Third Country Nationals, or Local National (Iraqi) citizens. The U.S. Government ("USG") encourages the Prime Vendor to support the Local National Socioeconomic Program. At a minimum, no Prime Vendor personnel shall be affiliated with associations, elements, groups, organizations, and/or programs that seek to undermine the legitimacy and initiatives of the Government of Iraq ("GoI") and USG. All Prime Vendor personnel shall be medically screened to ensure that they do not possess an existing health condition that would result in them being unable to perform their assigned duties.

iv. Language Requirement

The Prime Vendor shall employ only persons able to speak, read, write and understand English for those positions requiring them to interact with clients and other government personnel, and/or where English is used or essential to provide product, or record data, information or service.

v. Contract Manager

The Contract Manager provides contractual interface between the Prime Vendor, sub-contractors, DLA Troop Support, and In-Country Officials and any designee. The Contract Manager provides expertise and coordination of modification compliance. The Contract Manager will identify and develop solutions to any contractual issues and implement approved solutions in coordination with the government. The Contract Manager participates in all meetings addressing the contract and travels to the customer locations as required in performance of his duties.

4. Risk Assessment and Mitigation

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

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

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

5. Vehicle and Equipment Operation

- i. The Prime Vendor shall ensure that employees possess the required civilian licenses to operate the equipment necessary to perform the contract in the theater of operations in accordance with the statement of work.
- ii. The Prime Vendor and its employees may be held jointly and separately liable for all damages resulting from the unsafe or negligent operation of equipment.

6. Container Management

The Prime Vendor shall be responsible for managing the flow of containers from the port through the warehouse and into the theater. Planned and unplanned delays such as supply route blackouts, local holidays and border closures must be considered in the schedule for container movement. Although the Government is not liable for transportation costs, the Prime Vendor should use its best efforts to eliminate detention charges and reduce port storage fees on reefers while ensuring containers carrying “Not-in-Stock (NIS)” items are pulled first, followed by special meal containers. The Prime Vendor must consider all factors impacting the supply chain when making their supply chain management decisions. The Prime Vendor is solely responsible for ensuring its supply chain is properly managed to satisfy contract requirements.

7. Passports, Visas and Processing Procedures

- i. At the Prime Vendor's employees and/or Prime Vendor's expense, all of its employees shall obtain all passports, visas, badges or other documents necessary to enter and/or exit any area(s) identified by the Contracting Officer. Prime Vendor personnel, as identified by the Contracting Officer or Contracting Officer Representative, may be authorized to receive Common Access Cards (CACs) and/or other Base Access Badges, which shall be issued by U.S. Government Authorities at the nearest available facility to the work location of the Prime Vendor.
- ii. The Prime Vendor shall communicate directly with the customer to obtain all access requirements. 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 Prime Vendor's understanding of the access requirements per the U.S. Military and the Kuwaiti, Jordanian, and/or Iraqi Governments and how long it will take to meet the requirements.
- iii. All Prime Vendor employees shall be subject to the customs processing procedures, laws, agreements and duties of the country to which they are deploying.

8. Tour of Duty / Hours of Operation

The Prime Vendor may be required to perform 24 hours per day, 7 days per week, and 365 days per year, to include all holidays. Working hours will correspond with the supported customer's mission requirements. The Prime Vendor shall comply with all duty hours and tours of duty identified by the Contracting Officer or his/her 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. The Prime Vendor must at all times maintain an adequate work force to ensure uninterrupted performance of all tasks defined within this solicitation.

9. Life Support / Sustainment

All life support and logistical support will be furnished by the Prime Vendor, with the responsibility of securing real estate, facilities for offices and billeting, and motor pool residing with the Prime Vendor.

10. Cell Phones and Internet

The U.S. Government will not pay for rent, lease, purchase or sustainment of personal cell phones. U.S. Government cell phones will be provided on an as available and as required basis to perform official US Government business only. The U.S. Government will not provide internet services to the Prime Vendor's office buildings, unless specifically authorized by the Contracting Officer.

11. ITV Software

The Prime Vendor shall integrate security movements into their Intransit Visibility Requirements.

12. General Contractor Furnished Items and Services

i. General

The Prime Vendor shall furnish everything required to perform this requirement. The equipment required to perform the services will remain Contractor Furnished Equipment (“CFE”) and the U.S. Government will not take possession of it.

ii. Compliance

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

iii. Uniforms

The Prime Vendor may choose to designate a company uniform, but the Government does not require it and will not reimburse the Prime Vendor. There is no USG "dress code", however, inappropriate attire as determined by the Prime Vendor will not be permitted. The Prime Vendor shall provide all personnel, personal protective equipment Interceptor Body Armor (“IBA”) and gear, uniforms (Nomex suit and gloves or equivalent for Protective Security Detachment

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(“PSD”), Convoy Escort Team (“CET”), and CET members only). PSD’s are required to wear professional attire. Logo t-shirts are prohibited unless part of a company’s issued uniform.

iv. Personnel Identification

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

v. Non-Tactical Vehicles (NTVs)

The Prime Vendor shall furnish all NTVs required to perform this requirement. The Prime Vendor will also be responsible to provide maintenance on its NTVs. The Prime Vendor shall maintain a Vehicle Acquisition, Operation, Maintenance and Recovery Plan that addresses vehicle registration, licensing, permit requirements, make and model of vehicles, and type of maintenance performed. The Prime Vendor, and the Contracting Officer and/or authorized representative shall have the right to inspect vehicles and maintenance work. Vehicles used by the Prime Vendor and subcontractor personnel while performing services under this contract shall not be painted or marked to resemble US/Coalition or host nation military and police force vehicles.

C. MANDATORY ELIGIBILITY FOR INSTALLATION ACCESS

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

(b) The Prime Vendor/Contractor acknowledges that: submission of a bid, offer, or a proposal; acceptance of contract award of any type; or continuing effort under any contract that includes this clause; requires that the Prime Vendor/Contractor, and all subcontractors under any affected contracts be initially eligible – and remain eligible during the entire period of contract performance to include any warrant period – for installation access to a U.S. and/or Coalition installation, regardless of whether the performance will take place on or off a U.S. or Coalition installation.

(c) Currently, to be eligible for installation access, Contractors and subcontractors at all tiers are required to register for installation access in the Joint Contingency Contracting System (JCCS) and are responsible for keeping the information in the system updated at all times. Prime contractors and subcontractors at any tier may verify their registration at <https://www.jccs.gov/jccscoe/> by selecting the “Vendors Login” module and logging in with their user name and password. The offeror must be registered, approved, and eligible for installation access prior to award, and remain eligible for installation access for the life of the contract. The offerors’ proposed OCONUS subcontractors, at all tiers must be registered, approved, and eligible for installation access prior to award, and remain eligible for installation access for the life of the contract. All Prime Vendor subcontractors (CONUS and OCONUS, at all tiers) must be registered, approved, and eligible for installation access during contract performance, and remain eligible for installation access for the life of the contract. If a subcontractor is denied base access, the Prime Vendor will still be required to continue uninterrupted performance by changing subcontractors, self-performing, or other means necessary to fulfill the contract requirements. That change shall be at no additional cost to the Government.

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

IX. QUALITY CONTROL, QUALITY ASSURANCE AND INSPECTIONS

A. PRODUCT QUALITY

1. Shelf-life:

- i. 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.
- ii. For items produced with shelf life greater than 150 days, no product shall be delivered to customers with less than 30 days manufacturer’s original shelf life remaining unless the customer and Contracting Officer grant prior written approval.
- iii. For items produced with shelf life less than 150 days, no product shall be delivered to customers with less than 5 days manufacturer’s original shelf life remaining unless the customer and Contracting Officer grants prior written approval.
- iv. All products delivered shall be fresh and within the manufacturer’s original shelf life (i.e., Best if Used by Date, Expiration Date, or other markings). All products shall be identified with readable “open coded” “Best When Used by Date,” “Sell by Date,” date of production, date of processing/pasteurization or similar marking indicating the end of the guaranteed freshness date.
- v. Products required by the DLA Troop Support Item Description to be chilled must be maintained

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

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

2. Expired Product/Shelf Life Extensions:

It is NOT DLA Troop Support's Policy to grant shelf life extensions for prime vendor product. However, on a limited case by case basis, the Contracting Officer reserves the right to authorize shelf life extensions taking into consideration the reason for the request, manufacturer letter of extension granted, customer approval, Military Inspection Service availability, and approved price reduction offered. No product shelf life extension shall be granted without a price reduction. The procedures for a Prime Vendor's request for shelf life extensions for prime vendor product are as follows:

- i. The Prime Vendor submits the extension request to the Contracting Officer. The paperwork shall include the following: NSN, Part Number, Item Description, original number of cases received, date received at PV facility, Manufacturer's original expiration date, number of cases issued, number of cases remaining/in-stock, Dollar Value, Price Reduction Offered, Reason/Justification for the request (slow-moving, error on quantity ordered VS quantity requested by customers, etc.), Manufacturer Letter of Extension, and Manufacturer's extended expiration date. If acceptance of request is considered by the Contracting Officer, the Contracting Officer Representative(COR), as designated, coordinates/requests inspection of products from the local Military Inspection services (Veterinarian/Medical) for each specific product on the list.
- ii. The Military Inspection Services (Veterinarian/medical personnel) inspect each product (in accordance with its list of priorities) for wholesomeness and fit for continued use. Products found fit for a shelf life extension should be extended by the Military Inspection Services taking into consideration the length of the extension guarantee by the manufacturer and its own inspection results. Items fit for continued use should be extended using a DD 1232 Quality Assurance Representative Correspondence form or other approved inspection document. The shelf-life of a product will not be extended, regardless of the Manufacturer Letter of Extension, if the Military Inspection Services inspection results indicates unwholesomeness or product is not fit for continued use.

- iii. The COR coordinates with customers (Theater Food Service Advisors)

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regarding over-aged product, provides list of items inspected and found fit for continued use by the Military Inspections Services, and requests customer agreement to receive the product.

iv. If a shelf life extension is approved in accordance with the above specified procedure, the Contracting Officer replies to the Prime Vendor with acceptance of the submitted request for extension package for each approved item. The COR coordinates shelf life extension approvals to ensure items extended are issued immediately to customers agreeing to receive the products to preclude further product degradation. A copy of the shelf life extension approval (DD1232 and/or other Military Inspection Services paperwork) must accompany each shipment containing the extended product. Shelf-life shall only be extended once for any specific product. All requests for shelf life extensions for products that were previously (shelf life) extended will be rejected by the Contracting Officer.

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

i. Level of Product Quality:

When designating an item as a match for the DLA Troop Support item in the market basket, the item must be:

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

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

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B. 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 “Sanitary Conditions” requirement per DLAD 52.246-9044 (APR 2014).

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

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

C. WARRANTIES

The supplies furnished under the resultant contract(s) shall be covered by the most favorable commercial warranties that the Prime Vendor gives to any of its customers, whether Government or commercial. The supplies and the rights and remedies provided therein are in addition to, and do not limit, any rights afforded to the Government by FAR 52.212-4(o) “Warranty”, “Contract Terms and Conditions-Commercial Items” (May 2015) and any addendum contained in the solicitation. The Prime Vendor will provide a copy of its most favorable commercial warranty to the Contracting Officer after award.

D. QUALITY PROGRAM

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

2. The Prime Vendor shall have a formal quality assurance program and a quality control

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manager that is responsible for oversight of the program. All aspects of quality as related to this subsistence contractor program shall be proactively monitored and evaluated by the Prime Vendor.

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

4. The Prime Vendor shall develop and maintain a quality program for the product acquisition, warehousing and distribution to assure the following:

- i. Standardized product quality;
- ii. Wholesome product by veterinary standards;
- iii. The usage of First-Expired, First-Out (FEFO) principles
- iv. Product shelf life is monitored;
- v. Items are free of damage;
- vi. Items are segregated in OCONUS warehouses from commercial products;
- vii. Correct items and quantities are selected and delivered;
- viii. Ensure requirements of the Berry Amendment are met, when applicable;
- ix. Customer satisfaction is monitored;
- x. Product discrepancies and complaints are resolved and corrective action is initiated;
- xi. Manufacturer, FDA, or DoD initiated food recalls are promptly reported to customers and DLA Troop Support;
- xii. Compliance with EPA and OSHA requirements;
- xiii. Distressed or salvaged items or products shall not be used;
- xiv. Applicable food products delivered originate from a source listed as a Sanitarily Approved Food Establishment for Armed Forces Procurement;
- xv. Hazard Analysis and Critical Control Point (HAACP), if applicable;
- xvii. Commercial standards are used to maintain temperatures appropriate for individual items.

E. QUALITY SYSTEMS MANAGEMENT VISITS AND AUDITS

1. Quality Systems Management Visits (QSMVs)

- i. The Supplier Support Division's audit personnel will conduct unannounced Quality Systems Management Visits (QSMVs) to review the Prime Vendor's compliance with the terms of the contract. The visits will be either on a routine basis or as a result of unsatisfactory ratings received during DLA Troop Support Product Audits, customer complaints, requests from the Contracting Officer, or as otherwise deemed necessary by the Government. QSMVs may include visits to

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subcontractors and/or product suppliers/food distributors used by the Prime Vendor. If DLA Troop Support deems it necessary to conduct an on-site visit with a subcontractor, product supplier and/or food distributor used by the Prime Vendor, the Prime Vendor shall make arrangements for these visits. During the QSMV the Government may review/verify one, several or all of the following areas as deemed necessary (this is not all inclusive): methods and procedures used to comply with the terms of the contract; condition of storage facilities; product shelf-life management; inventory in-stock (i.e. age of product and condition, labeling, product rotation (e.g. First In-First Out), etc.); shelf life extensions; product substitutions; control of material targeted for destruction/disposal or to return to suppliers as a result of customers' returns including DLA Troop Support's contractor audit results and other recalls; review of paperwork for product destroyed/condemned or returned to supplier including but not limited to product rated Blue/Red during the last DLA Troop Support audit; customer returns, etc.; customer's notification on product recalls (product rated Blue/Red/other reason), etc.; and Prime Vendor's response to customer returns/issues and visits to customer locations. The QSMV may also include unannounced visits to customers served by the Prime Vendor.

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

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

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

2. Product Quality Audits:

i. Basic Audits

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a. The DLA Troop Support Worldwide Food Audit Program, covering all Food Classes within a Prime Vendor's catalog (Meat, Poultry, Seafood and Processed Products, and other items as deemed appropriate) functions as a Service and Quality Assurance check for our DoD customers to ensure the war fighters are receiving products of an optimum quality level. The audit objectives focus on the following to ensure:

- Prime Vendor adherence to contract requirements;
- The quality level of the materials supplied is satisfactory and uniform throughout the DLA Troop Support -FT Subsistence Prime Vendor Regions; and
- There is no product misrepresentation or unapproved substitution.

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

c. Each Prime Vendor will undergo an initial audit once per contract tier pricing period with the first audit occurring during the first tier pricing period and other audits occurring once during each subsequent tier pricing period. The Audits are conducted as a product cutting. The average cost of one Food Audit is approximately \$15,000.00 (product cost only). As a Prime Vendor, your firm will be expected to provide samples of the government's choice at a cost of approximately \$15,000.00 per audit. Additional cost may be incurred by the Prime Vendor if the Prime Vendor's facility does not have a facility/kitchen or the equipment needed to perform the audit. The Government will not pay for any products used during the food audit. All costs associated with these audits must be included in your standard distribution prices. Product destruction and transportation to the destruction site, if applicable, will be the responsibility of the Prime Vendor.

ii. Audit Process

a. The Prime Vendor will be given advanced notice of sixty (60) calendar days of an impending audit. Notwithstanding this, the Government reserves the right to conduct unannounced Produce Quality Audits or QSMVs.

b. DLA Troop Support PV Quality Audits are typically a three (3) day process. Day one is devoted to sample selection at the Prime Vendor's

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warehouse. Day two and three encompass the performance of the actual audit.

c. If the Prime Vendor stores, distributes and/or ships fresh fruits and vegetables to DLA customers, a Produce Quality Audit may be conducted in conjunction with the Prime Vendor Quality Audit or separately. Also, a Joint DLA/USDA-AMS Good Agricultural Practices (“GAP”)/Good Handling Practices (“GHP”)/Hazard Analysis and Critical Control Point (“HACCP”) (if fresh-cut operation performed at the Prime Vendor facility) will be performed. A Produce Quality Audit is typically a two (2) day process. Day one is devoted to sample selection at the Prime Vendor’s warehouse and performance of the GAP/GHP/HACCP Audit. Day two encompasses the performance of the actual Produce Quality audit, a Joint USDA-AMS effort. Warehouse/storage facility used by the Prime Vendor to store food products intended for DLA customers will be inspected for sanitation and food defense compliance during Joint Quality Audits performed by USDA-AMS’ and DLA Troop Support ‘s Quality Auditors or by USDA-AMS’s Auditors as requested/directed by DLA.

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

e. Items selected for evaluation will be segregated from the Prime Vendor’s regular inventory and appropriate procedures shall be used to maintain the integrity of the samples. Evidence that the Prime Vendor has replaced or tampered with samples, or otherwise interfered with the audit samples and/or audit process will result in the contractor failing the audit. One or more audit failures may be grounds for terminating the contract.

f. During the Produce Quality Audit (Days Two), the DLA Troop Support Lead Auditor will assign an item rating based on compliance with or departure from stated requirements in the DLA Troop Support NSN catalog and the specified US Grade Standard. Items will also be audited to determine compliance with the Berry Amendment, approved source requirements, FDA Retail Food Code, USDA Warehousing Standards, Good Manufacturing Practice, additional provisions of the Code of Federal Regulations and other applicable standards.

g. Deviations from the contract or stock number requirements will be color coded and classified based on the severity of departure from requirements as follows:

PRIME VENDOR PRODUCT AUDIT RATINGS (COLOR CODE RATING SYMBOLOGY)

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

MINOR NONCONFORMANCE (YELLOW) = Not fully acceptable. A minor nonconformance is a deviation from the contract or the item description stock number requirements. This minor nonconformance is not likely to materially reduce the usability or serviceability of the item for its intended purpose or affect its condition and/or the continued storage of the item for further use. Examples of minor nonconformance's: Cataloging issues; Minor workmanship/fabrication violations; Minor weight/portion control violations; Items that exhibit very slight freezer burn or dehydration on some sample units; Minor deviations from packing, packaging, labeling and marking requirements that would not necessitate a regulatory market suspension or affect DLA Troop Support ability to recall the item.

ACTION REQUIRED: This nonconformance requires attention from the Prime Vendor. Minor nonconformances may be tolerated by the customer for a short period of time (until the Prime Vendor receives a new product at its OCONUS facility, but for no more than 30 days at CONUS locations).

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

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ACTION REQUIRED: Prime Vendor is required to STOP ISSUE of the item, unless otherwise approved by the Contracting Officer.

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

ACTION REQUIRED: Prime Vendor is required to STOP ISSUE of the item, immediately NOTIFY DOD CUSTOMERS, REQUEST RETURN of the item in question, and notify supplier/producer of the item (if applicable).

NOTES:

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

2/ CRITICAL NONCONFORMANCE (RED) = The DLA Troop Support Food Safety Office (DLA Troop Support-FTW) will issue a

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Includes color-coded amendments: 1-Green, 2-Light Blue, 3-Purple, 4-Red, 5-Grey, 6-Dark Blue, 7-Orange, 8-Olive, 9-Lavender, 10-N/A, 11-Brown, 12-Aqua, 13-Dark Red, 14-Tan, 15-Light Green

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

iii. Audit Preparation

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

- Freezer storage area to store samples selected.
- Chill area for tempering product for approximately 10 + pallets.
- Tables for conducting the audit and demonstration.
- Sinks/wash area equipped with sanitizing soap for cleaning knives and equipment.
- Water jet spray attachment for the sink.
- Pans or work area in close proximity to a sink area to drain/purge from packaged product.
- Deep fat fryer.
- Microwave.
- Calibrated scales – A scale capable of weighting portion control items and roasts; a large scale capable of weighting large cases (weighing up to 70 pounds); a digital portion scale capable of weighting in ounces and grams.
- A minimum of 10 large flat baking sheet pans, plastic trays or some type of tubs to place thawed meats. Cart to move samples around.
- Cutting boards (two or three).
- Large trash cans with bags.
- Power hook-up for 3-4 computers. Access to a copy machine.
- Small box for ground beef samples (Approx. 10 oz) and dry ice or cold packs for mailing.

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- Miscellaneous supplies: Paper towels; heavy-duty plastic bags; one box of large latex gloves; paper flip chart/easel with markers (RED, BLUE, ORANGE, GREEN, BLACK); cellophane tape.
- Optional but considered highly desirable: Cloth towels and floor covering to maintain clean and sanitary floor areas.
- A camera and a person to take digital pictures during the audit may be required.
- A copy of the pictures will be e-mailed to the DLA Troop Support auditor at the end of the audit.

iv. Sample List/Selection of Samples

a. The DLA Troop Support Lead Auditor will provide a list of sample items upon arrival at the contractor facility. Two samples for each item will be selected. Pick list/picker stickers, six month velocity or usage report, and an on-hand inventory quantity report (i.e. number of cases on hand) should be developed for each item after receipt of the list. In addition, since all seafood items are required to originate from an approved source, copies of certificates/documentation for these items and any item on the list that is required to be certified must be available for review upon arrival at the facility. Warehousing assistance will be required to pull and prepare samples for the audit. Assistance with moving samples from the storage areas to the audit area and also continuous removal of items after review will be required on audit days. Some samples will require tempering/thawing. An area will need to be provided for the sample tempering process with a capacity for at least 10 or more single layer pallets side by side. In order to rapidly temper these items the warmest area at the facility will be needed.

b. Upon tempering the items will need to be placed in a chilled environment. All samples must be stored in controlled conditions to protect from abuse or tampering. The meat audit items (approx.13-20) will be primarily Center of the Plate –Beef and Pork- Steaks, Roasts, Chops, Diced, and Ground items. Ground Beef Bulk and Patties will be sent to the USDA laboratory for Analytical testing- Fat only. The Prime Vendor will need to arrange for the shipping of the samples approximately 4 ounces, except in OCONUS areas where prohibition exists or it is impractical. The seafood items (approx. 13-20) will consist of Fish - Portions, Sticks, Fillets, and Steaks, Shrimp, Lobster, Crab, Clam, Oyster, and Crawfish. Poultry items (approx. 13- 20) will also be center of the plate items. Processed Products Fruit and Vegetable will consist of approximately 13-20 Items.

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NOTE: Certification/Documentation - To avoid delays/questions during the audit, the Prime Vendor should ensure that ALL products intended for DLA Troop Support customers are derived from Approved Sources and meet the Berry Amendment requirements (unless otherwise is indicated in the contract or authorized by the Contracting Officer). The Prime Vendor should obtain and have the following certifications/documentation available during the sample selection (preferable) and/or during the audit should the Lead Auditor need to review documentation to verify compliance with the following: All Seafood items are required to originate from an approved domestic source; processed fruits and vegetables are required to be from the latest seasonal pack (crop year) available, so be prepared to provide seasonal pack/crop year information for samples selected; and any item on the list that is required to be certified must be available for review.

v. Audit Results

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

vi. Follow-Up Audits

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

Additionally, the Prime Vendor may be liable for Government costs (USDA-AMS/USDC inspection costs, travel, per diem, administration, etc.) incurred as a result of performing a follow-up audit. During a follow-up audit only those commodities that failed the initial audit (scored <85%) will be audited. Also, a commodity that had an unreasonable number of items not-in-stock (more than 50% of items listed in the PV's catalog were NIS) during the initial audit, may also be audited during a follow-up. If the follow-up is a one-day audit (one or two

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commodities) these samples may require removal from refrigeration and/or frequent monitoring by Prime Vendor personnel the previous day/evening to ensure thawing within a 24-hour period. Additionally, the DLA Troop Support -FTSB's Lead Auditor may stop at the facility to review the thawing progress the evening before the audit.

vii. Audit failures

As noted herein, audit failures and/or failure to take corrective action will be grounds for terminating the contract. The Government may, at its discretion, take other action to address the audit failure such as, but not limited to unannounced QSMVs or follow-up audits. Such action will not constitute Government forbearance or waiver of the deficiency and will not affect the Government's right to terminate the Prime Vendor contract or pursue other corrective or adverse actions against the contractor.

F. WAREHOUSING AND SANITATION PROGRAM/STORED PRODUCT PEST MANAGEMENT

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

G. DELIVERY TEMPERATURES, SHIPPING AND STORAGE REQUIREMENTS

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

i. In order for frozen items to be accepted by the receiving activity, the following criteria must be observed:

a. Packages must be solid, not soft, upon arrival;

b. Container and wrapping must be intact, not damaged, and in a solid

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condition;

c. Packages must be free of drip and show no evidence of thawing and re-freezing (i.e. watermarks on boxes; off odor) or dehydration; and

d. Cello wrapped packages will not be discolored or show other signs of freezer burn.

2. Items requiring “Protection from Heat” shall be stored and delivered at a temperature below 70 degrees Fahrenheit.

3. Items requiring chilled conditions shall be stored and delivered under refrigeration of 32 to 40 degrees Fahrenheit.

4. For ice cream, the recommended storage and delivery temperature is –10 degrees Fahrenheit and the temperature shall not exceed 0 degrees Fahrenheit

H. REJECTION PROCEDURES

1. If product is determined to be defective, damaged, and/or compromised in any other manner, it may be rejected by the authorized Government receiving official.

2. When product is found to be non-conforming or damaged, or otherwise suspect, the authorized Government receiving official shall reject the item and/or determine the course of action to be taken with the product in question. If present, the COR may be consulted. The final decision is to be made by the authorized Government receiving official or Contracting Officer.

3. In the event an item is rejected, the delivery ticket/invoice shall be annotated as to the item(s) rejected. These items shall then be deducted from the delivery ticket/invoice. The delivery ticket/invoice total must be adjusted to reflect the correct dollar value of the shipment.

4. Replacements will be authorized based on the customer’s needs. Any replacement delivered items will be delivered under a separate delivery ticket/invoice utilizing a new call number, CLIN number, and delivery order number. These re-deliveries will not constitute an emergency requirement and therefore will have no additional charges. These re-deliveries shall be made by the Prime Vendor as soon as possible.

5. In the event that a product is rejected after initial delivery is made, the Prime Vendor may be required to pick up the rejected product or the customer may agree to dispose of it. Credit due to the ordering activity as a result of the rejected product being returned, will be handled through a receipts adjustment process in STORES. If the contractor has already

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been paid for the product, an offset will be issued through DLA Troop Support's financial system.

6. Government policy requires that product shall be inspected upon receipt as promptly as practicable. However, failure to promptly inspect or accept supplies shall not relieve the Prime Vendor from responsibility, nor impose liability on any of the customers, for nonconforming supplies.

7. Supplies transported in vehicles which are unsecured, show signs of tampering, not sanitary, or which are not equipped to maintain prescribed temperatures, may be rejected summarily without further inspection.

8. Product that is rejected shall not be delivered to any customer.

I. AUTHORIZED RETURNS:

The Prime Vendor shall accept returns under the following conditions:

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

J. SHORT SHIPMENTS AND SHIPPING ERRORS:

1. The authorized Government acceptance official will annotate short shipment(s) on the delivery ticket/invoice that accompany the delivery. Once complete, the acceptance official will print their full name, sign and date the delivery invoice. The Prime Vendor's representative (i.e. the truck driver/pilot), will acknowledge and counter-sign the delivery ticket/invoice. Both the Government acceptance official's and the Prime Vendor's representative's signatures MUST be legible. If either signature is illegible, the delivery ticket/invoice payment may be delayed or not processed at all.

2. Any product delivered in error by the Prime Vendor must be picked up on the next delivery day after notification by the ordering facility.

K. ARMY VETERINARY INSPECTORS AND INSPECTIONS

As described and detailed in this solicitation, all inspections by United States Army Public Health Command (“USAPHC”) (Formerly 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 (e.g., PACOM). Any and all inspection determinations made by the USAPHC shall be final.

L. MILITARY INSPECTION AT DESTINATION

1. All deliveries are subject to military inspection at destination. Delivery vehicles may be required to stop at a central location for inspection before proceeding to the assigned delivery point(s). Additionally, upon completing the delivery (or deliveries) and before the carrier leaves the installation, copies of the invoices may be required to be delivered to a central “Accounting Office” activity on the installation after all drops have been made and prior to the carrier’s departure from the installation.

2. Under normal conditions, all deliveries shall be F.O.B. Destination to the end user delivery points. The delivery points are indicated in the Customer Section below. For Prime Vendor deliveries of product from the OCONUS facility(s), all items will be delivered to end-user customer delivery point’s loading platform (unless otherwise indicated) and be free of damage, with all packaging and packing intact. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charge involved before the actual delivery (or “constructive placement” as defined in carrier tariffs) of the supplies to the final destination. The Prime Vendor may be liable directly to the USTRANSCOM carrier(s) for charges for detained containers, port storage of detained containers, and maintenance of detained refrigerated containers. The Prime Vendor shall pay and bear all charges to the specified point of delivery. For complete definition of F.O.B. Destination, see FAR 52.247-34, F.O.B. DESTINATION (Nov 1991), which is incorporated into this solicitation by reference.

i. FOB Destination Shipments: All shipments, unless otherwise specified by the Contracting Officer.

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

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

iv. The authorized Government receiving official at each delivery point is responsible for inspecting and accepting products as they are delivered. The delivery ticket/invoice shall not be signed prior to the inspection of each product. All signatures, whether from the Prime Vendor or the customer, must be legible so that the individual signing may be identified and questioned in the circumstance of any dispute that may arise.

v. All overages/shortages/returns are to be noted on the delivery ticket/invoice by the authorized Government receiving official and truck driver/pilot. A signature on the delivery ticket/invoice denotes acceptance of the product.

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

3. Under special circumstances; i.e., special military exercises, F.O.B. Origin terms will apply. In these instances, the Government will accept product at the Prime Vendor's CONUS facility (FOB Origin) and a fifty percent (50%) reduction of the distribution price shall be applied. For complete definition of F.O.B. Origin, see FAR Clause, 52.247-29, F.O.B. ORIGIN (Feb 2006), which is incorporated into this solicitation by reference. On any F.O.B. origin shipment, the Prime Vendor must arrange for USDA Inspection and is responsible for associated cost.

i. FOB Origin Shipments – Only when specified by the Contracting Officer.

ii. Inspection and acceptance of products will be performed at the Prime Vendor's CONUS distribution point by a USDA official (costs for this inspection program are borne by the Prime Vendor). Inspection will normally be limited to identity, count, and condition. The USDA official will sign the contractor prepared DD Form 250 form denoting acceptance of the product by the government. Invoices matching the DD250 quantities along with a copy of the DD250 will be express mailed by the contractor to both DLA Troop Support and the end customer.

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X. PACKAGING, PACKING, AND LABELING

- A. All packaging and packing shall be in accordance with best commercial practices. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug and Cosmetic Act and regulations promulgated there under. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code. The Prime Vendor shall be responsible for complying with any applicable packaging, packing, and marking regulations of the various countries in/through which product will be stored/transported.
- B. Semi-perishable items shall be snugly packed in shipping containers that fully comply with the National Motor Freight Classification and Uniform Freight Classification Code, as applicable.
- C. All food and beverage products shall be identified with open code dates clearly showing the use by date, date of production, date of processing/pasteurization, sell by date, best if used by date, or similar marking indicating the end of the guaranteed freshness date. The Prime Vendor shall provide a code book for label/date verification.
- D. All meats, poultry, and seafood will be vacuum packed when practicable. In all instances the packaging must protect the product from freezer burn and contamination.
- E. Frozen product must be processed and packed to allow removal of the individual units from the container without damage to that or other units. The intent is to be able to remove only that amount of product required for current needs, without the necessity of defrosting all units.
- F. Chill and freeze products must be shipped in refrigerated (Reefer) Vans and appropriately separated per temperature requirements.

XI. MARKINGS

- A. To ensure that the carrier and the receiving activity properly handle and store items, standard commercial precautionary markings such as “KEEP FROZEN”, “KEEP REFRIGERATED”, etc. shall be used on all cases when appropriate.
- B. To the maximum extent 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.

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Case Marking/Labeling – Customers OTHER THAN THE NAVY

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

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

D. CODE DATES: All products shall be identified with readable open code dates (open code dates are markings that indicate product expiration date). All products delivered by the Prime Vendor will have an “open coded” (month/year) “Date of Pack” (DOP) and an “open coded” “Best When Used By Date,” “Sell by Date,” date of production, date of processing/pasteurization or similar marking indicating the end of the guaranteed freshness date. If the product manufacturers/producers do not use open code dating, the Prime Vendor should request labeling with open code dates or shall use the origin manufacturers/producers Product Code Key to decode the item shelf life information, decode the closed code date, and must apply the open code date to their own label. Item Nomenclature shall be sufficient to identify the item. It is mandatory that a label containing this information be on every case delivered. Bar Codes are not required on shipping cases. If bar codes become a requirement during the life of this contract, the Prime Vendor will be required to apply the bar codes as directed.

E. TRACEABILITY REQUIREMENTS FOR PRIME VENDOR AND ITS SUPPLIERS RE-PACKAGING AND RE-LABELING PRODUCTS:

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

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Vendor's responsibility to notify and ensure their suppliers understand and comply with this requirement.

F. The above requirements are necessary in the event of a food recall (i.e., ALFOODACT) of potentially hazardous products when a recall is issued by a Regulatory Agency and for the Prime Vendor to isolate suspected items in order to notify customers in an expeditious manner whenever products are rated "Red/Critical" during a DLA Troop Support audit. The above requirements serve two main purposes: (1) To protect DLA Troop Support's customers and expeditiously notify them in case of accidental or intentional tempering/contamination and/or to prevent 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.

XII. PALLETIZATION

A. All Prime Vendor shipments must be palletized in accordance with good commercial practices. The Prime Vendor is responsible for the purchase of all pallets, which must be American sized pallets (48 x 40 inches). Pallets may not always be returned on a 1 to 1 basis. This does not relieve the Prime Vendor from delivering products on the proper type pallet. Pallet retrieval and all associated costs shall be the responsibility of the Prime Vendor.

B. Cases may be mixed on the pallet, but are to be skillfully built to protect the product and case integrity as to allow the receiver to out check/in check all items on that pallet. All shipments must include a pallet manifest in addition to the truck manifest.

XIII. CUSTOMERS

A. KUWAIT CUSTOMERS:

Customer locations are currently scattered throughout the country of Kuwait. Significant delays may be experienced due to base security procedures. Most locations are within 120 minutes of the Kuwait International Airport. Most locations will require deliveries every other day; however, FF&V and LMR may be required every day. Listed below is a general guide as to the number of delivery points. The names of the facilities and even the locations may change during the life of the contract. For example, the locations may have temporary closures, move to other areas and new areas may be added as needed. Locations have sufficient access to accommodate 40 FT trucks; however, the Prime Vendor will need to use a forklift or pallet jack since the sites tend to lack loading docks.

Service	DODAA	Unit Name
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Air	FT9294	Ali Al Salem
Air	FT929M	Al Mubarak
Air	FT9293	Al Jaber
Navy	WKNB0	KNB
Army	W98BER	Buehring
Army	W98BC1	Buehring
Army	WZONE	Camp Arifjan
Army	WARLT	Camp Arifjan
Army	W91RH2	Camp Arifjan

B. IRAQ CUSTOMERS

Customer locations are currently scattered throughout the country of Iraq, to include customers located within Iraq's Kurdistan territory. Significant delays may be experienced due to factors such as base security procedures, road closures or weather conditions. Private Security is a necessity for movement within Iraq at this time. Movement Authorization as well as additional country clearances may be required from the Ministry of Iraq to make deliveries to customers located in Iraq. The Prime Vendor will be responsible for obtaining any necessary customs documentation that may be required for movement from Kuwait into Iraq which includes, but is not limited to, health certificates, visas for drivers, export declarations, invoices, packing lists and certificates of origin. Additional requirements may become necessary at a later date for movement into and throughout Iraq. Compliance with said requirements will be the responsibility of the Prime Vendor, at its own expense. Most current locations require deliveries at least twice a week to include FF&V and LMR. Listed below is a general guide as to the number of delivery points. The names of the facilities and even the locations may change during the life of the contract. For example, the locations may have temporary closures, move to other areas and new areas may be added as needed. All current delivery locations have sufficient access to accommodate 40 FT trucks; however, the Prime Vendor will need to use a forklift or pallet jack since the sites tend to lack loading docks. The Prime Vendor will be responsible to work with each individual customer to ensure delivery capability.

Service	DODAA	Unit Name
DoS	W98BA2	Basrah
DoS	W98J01	Chancery
DoS	W98D53	BDSC
Army	W98D08	BDSC
Army	W98U03	Emmsa
Army	W98B03	Besemaya
Army	W98C05	Taji
Army	W98IRB	Erbil
Army	W98B01	Al Asad
Army	W98B10	Al Taqaddum

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Includes color-coded amendments: 1-Green, 2-Light Blue, 3-Purple, 4-Red, 5-Grey, 6-Dark Blue, 7-Orange, 8-Olive, 9-Lavender, 10-N/A, 11-Brown, 12-Aqua, 13-Dark Red, 14-Tan, 15-Light Green

C. JORDAN CUSTOMERS

Customer locations are currently scattered throughout the country of Jordan. Significant delays may be experienced due to various factors, including base security procedures. The Prime Vendor will be responsible for obtaining any necessary customs documentation that may be required for movement from Kuwait, through Saudi Arabia, to final Jordan destinations, including, but not limited to, Health Certificates, visas for drivers, export declarations, invoices, packing lists and certificates of origin. Additional requirements may become necessary at a later date for movement into and throughout Jordan. Compliance with said requirements will be the responsibility of the Prime Vendor, at its own expense. Most current locations require deliveries at least twice a week. It is anticipated that Prime Vendor product will originate from the Prime Vendor's Kuwait distribution facility; however, local market ready items to include FF&V is expected to originate from the local Jordanian market, unless otherwise directed by the Contracting Officer. Listed below is a general guide as to the number of delivery points in Jordan. The names of the facilities and even the locations may change during the life of the contract. For example, the locations may have temporary closures, move to other areas and new areas may be added as needed. All current delivery locations have sufficient access to accommodate 40 FT trucks; however the Prime Vendor will need to use a forklift or pallet jack since the sites tend to lack loading docks. The Prime Vendor will be responsible to work with each individual customer to ensure delivery capability.

Service	DODAAC	Unit Name
Air Force	FT9289	Al Azraq
Army	W98H05	Prince Hassan
Army	W98BOR	Border Site
Army	W98JTC	JTC Zarqa
Army	W9PHRB	Phrb Site Zarqa
Army	W56RQX	Kasotc Amman
Army	W98HUM	Humaymah Aqaba

D. SYRIA CUSTOMERS

It is anticipated that deliveries to Syria may be required during the five-year contract term. Deliveries may be required to locations throughout Syria. The Prime Vendor will be responsible for establishing its own routes into Syria. Significant delays may be experienced due to factors such as base security procedures, road closures or weather conditions. These, and other, delays must be anticipated and accounted for and will not serve as an excuse for missed required delivery dates (RDDs). It is anticipated that Private Security (security provided by the Prime Vendor) will be a necessity for movement within Syria. It is the Prime Vendor's responsibility to obtain all necessary documentation and authorizations, including movement authorizations, country clearances, and customs documentation (e.g., health certificates, visas for drivers, export declarations, invoices, packing lists and certificates of origin) required for performance of this requirement, at its own expense.

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

A. CUSTOMER DELIVERIES:

Normal routine deliveries for Kuwait customers shall be made within 2 calendar days after order placement unless otherwise directed by the Contracting Officer.

Normal routine deliveries for Iraq and Syria customers shall be made within 14 calendar days after order placement unless otherwise directed by the Contracting Officer.

Normal routine deliveries for Jordan customers shall be made within 15 calendar days after order placement unless otherwise directed by the Contracting Officer.

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- i. Unless otherwise specified by the Contracting Officer, deliveries shall be F.O.B. Destination to all ordering activities and delivery points. All items will be delivered to customer locations, within the scheduled delivery period, free of damage, with all packaging and packing intact. Dependent upon the specific customers, deliveries shall average 1-3 times per week to each customer, unless the customer and the Prime Vendor agree upon more or less frequent deliveries. All orders shall be accompanied with three copies of the delivery ticket/invoice documents.
- ii. Pallet return may not be allowable either due to customer missions(s) or country custom regulations. Where allowable and practical, pallet exchange programs will be implemented by customers. Pallets will rarely be returned on a 1 to 1 basis. The Prime Vendor shall remove all empty pallets and all excess packaging materials on the next delivery.
- iii. The Prime Vendor should be aware that projected feeding strengths at each military location are subject to fluctuations based on a variety of factors; i.e., seasonal increases/decreases in personnel, surges in personnel during training exercises or crisis situations, or troop transfers, etc. As previously described, any projections are estimates provided as guidance to the Prime Vendor to assist in its supply chain management. The Government will use its best efforts to ensure the accuracy of any information provided, but in no way warrants or represents as to the accuracy of that information as to be liable for such information. It is the sole responsibility of the Prime Vendor to ensure that its supply chain management is executed in such a way as to meet all contractual requirements specified in this solicitation or added via modification to the resulting contract. Therefore, it is critical that the Prime Vendor's customer service representatives be able to converse fluently in English, and maintain open communications with the individual bases to properly manage its supply chain, be aware of these fluctuations, and work closely with the customers to provide the increased quantity and frequency of deliveries needed during these critical times.
- iv. Installation delivery routes and stop-off sequences will be coordinated and verified with the installations on a post award basis by the Prime Vendor.
- v. All deliveries are subject to military inspection at destination. Delivery vehicles may be required to stop at central locations and / or Entry Control Points (ECPs) for inspection or convoy support before proceeding to or leaving assigned delivery point(s). The Prime Vendor may experience delays at some ECPs due to security procedures. The Prime Vendor must maintain records and provide a signed copy of the delivery ticket/invoice per U.S. Government instructions.
- vi. Delivery point information is provided [above on pages 93-95](#). The Iraq Dining Facility (DFAC) locations, MKTs or Class I Points will be the destination of delivery. For Iraq

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customers, expectations are for sites to require delivery cycles every five to seven days. For Jordan customers the required delivery cycle could be up to two times per week. For Kuwait customers, expectations are for sites to require delivery cycles every other day. An ordering sequence will be developed to spread the customer orders out in order to prevent all orders/ “pushes” to be on the same day.

vii. 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.

viii. The Prime Vendor shall also ensure that the personnel loading and delivering the product provide prompt and efficient service to the customer. Drivers shall carry picture ID's, and comply with badge requirements and any other internal ID and security requirement of the specific site. Trucks/aircraft shall also be properly registered with each activity to ensure smooth admission to the compound, while fully honoring all local security protection measures of the military activities.

ix. Delivery to airfields and airports may also be required. The Prime Vendor must be in compliance with all theatre air control requirements. The Prime Vendor will be required to palletize, cover, strap down and transport cargo to the designated airfield. At the airfield, the Prime Vendor will be responsible for bringing the product to the tail of the aircraft, and the product must be accessible for downloading by the customer. The Prime Vendor will be required to properly prepare / process any and all required documentation before items are accepted for airlift transport. Once the Prime Vendor ensures that said documentation is properly filled out and all cargo is safely palletized and passes inspection, the air pallets will be loaded onto the awaiting aircraft.

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

B. TITLE

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

C. ORDERING SYSTEM – SUBSISTENCE TOTAL ORDER AND RECEIPT ELECTRONIC SYSTEM (“STORES”)

1. Accessed via the Internet, the STORES is the Government’s translator/ordering system that is capable of accepting orders from any of the Services (i.e. Army, Air Force, Navy, or Marines), individual ordering systems and translating them into an Electronic Data

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Interchange (“EDI”) format. In addition, this information is passed to DLA Troop Support for the purposes of Prime Vendor payment and customer billing.

2. Customers will be able to order all of their requirements through STORES. The system will transmit orders to the Prime Vendor as well as DLA Troop Support.

3. The Prime Vendor shall be required to interface with STORES, or any future ordering system, and must be able to support the following EDI transactions:

i. 810 – Electronic Invoice

ii. 832 – Catalog (Outbound: Contractor to DLA Troop Support)

a. The Prime Vendor will be required to submit a breakout of their total contract unit price (i.e. separate Product price and Distribution Price columns).

b. Gross case weight, case cube, and number of cases per pallet will need to be provided by the Prime Vendor.

iii. 850 – Purchase order

iv. 864 – Inventory Reporting

4. Subsistence EDI guidelines and 864 Inventory Reporting requirements are identified at the bottom of this document.

5. The Prime Vendor shall have access to the Internet and be able to send and receive electronic mail (email).

6. Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point.

7. The Prime Vendor is required to utilize the Government’s item descriptions in the Electronic Catalog (832 transmissions). The Government’s format begins with the broad category of the item and then continues with a more specific item description. For example: “Crinkle Cut Carrots,” would be listed as “Vegetable, Carrots, and Crinkle Cut.”

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8. The Prime Vendor will utilize the DLA Troop Support invoice reconciliation process or other such systems as they become available, to the maximum extent, towards the goal of correcting invoices early and facilitating the payment process.

9. In the event that STORES or the Prime Vendor interface is not operational, the Prime Vendor must provide alternate ways for the customer to order (i.e. fax, phone, pick-up orders, etc.). However, for delivery, receipt, and payment purposes, the order will be generated manually via the Tailored Vendor Logistics Specialist (“TVLS”) at DLA Troop Support.

10. DoD has mandated that all personnel who access DoD systems must use Public Key Infrastructure (“PKI”) for all private web-enabled applications. Prime Vendor personnel are required to have a DoD-approved PKI or External Certificate Authority (“ECA”) certificate to access STORES.

11. The Prime Vendor is permitted to request no more than one (1) Special 832 transaction per week. All Special 832 transactions must be approved by the Contracting Officer.

D. ORDER PLACEMENT

1. Order placement must be made by the customer before 12 noon local customer time to be considered for that day.

2. The Prime Vendor is to advise the customers of non-availability of an item and recommendation for re-order no later than 24 hours after customer order placement. If it appears that the Prime Vendor does not expect a stock replenishment in sufficient time to fulfill the requirement, the Prime Vendor should offer the customer a substitute of equal or higher quality and of equal or lower cost, or advise them of the not-in-stock position of the item and the date of the expected delivery from the supplier. For orders where less than the normal 2, 14, 14, 15-day order lead-times for Kuwait, Iraq, Syria, and Jordan, respectively, are requested of the Prime Vendor, every effort will be made to provide such notification to the customer of non-availability of an item prior to the arrival of the delivery.

E. ORDER CANCELLATION

1. Kuwait customers may cancel orders 18 hours or more prior to delivery. No restocking charges shall apply. Restocking charges may only be applied at the Contracting Officer’s discretion, for cancellations up to 18 hours prior to delivery on orders over \$10K.

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2. Iraq and Syria customers may cancel orders prior to truck sealing. No restocking charges shall apply. Restocking charges may only be applied at the Contracting Officer's discretion, for cancellations after truck sealing on orders over \$10K.

3. Jordan customers may cancel orders prior to truck sealing. No restocking charges shall apply. Restocking charges may only be applied at the Contracting Officer's discretion, for cancellations after truck sealing on orders over \$10K.

4. In regard to airlifts, Kuwait, Iraq, Syria, and Jordan customers may cancel orders prior to loading of product onto aircraft. No restocking charges will apply. Restocking charges may only be applied at the Contracting Officer's discretion, for cancellations after the aircraft is loaded on orders over \$10K.

F. HOLIDAYS

All orders are to be delivered on the specified delivery date. However, when a scheduled delivery falls on a holiday or during a holiday period, such as Ramadan and the celebration of Eid al-Fitr, the Prime Vendor 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 Prime Vendor must 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 Prime Vendor's OCONUS distribution facility(s) due to limited transportation capabilities. Proper supply chain management is the Prime Vendor's responsibility.

G. EMERGENCY ORDERS

1. Emergency orders placed by the customer are those that are required outside of the normal delivery schedules. The Prime Vendor will provide a maximum of two such "emergency" orders (excluding mobilization actions) per month per customer at no additional charge.

2. The Prime Vendor must be able to receive and process delivery orders on any day of the week, including holidays. Delivery days and times under this solicitation are not restricted and may occur every day of the week.

3. The Prime Vendor is responsible for providing the ordering facilities with the name of the Prime Vendor's representative responsible for notification of receipt and handling of such emergency service and his/her phone number, e-mail address, and/or pager number.

H. ORDER FILL OR SUBSTITUTION POLICY

All supplies shall be furnished on a "fill or kill" basis. Customer notification and approval is required before any partial shipment can be made; however, the unfilled quantity is to be reported as not-in-stock (NIS). The Prime Vendor is required to have procedures for handling NIS situations.

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I. NEW ITEMS

1. If a customer desires to order an item that is not part of the Prime Vendor's inventory, the Prime Vendor will be allowed a maximum of 120 days lead time to source, transport and make available the new item to the end-user customer. This 120-day period will begin after the Prime Vendor receives the individual services' Headquarters or Regional Area Command approval and initial demand for the item. It is the Prime Vendor's responsibility to obtain individual services' Headquarters or Regional Area Command approval. The 120-day lead time does not apply to replacement items. Lead time will depend on existing inventory. The Prime Vendor must notify DLA Troop Support and the requesting activity when new items are available for distribution. These items should become a permanent part of the Prime Vendor's inventory if it appears that these items will be ordered regularly; i.e., a hospital supported under the proposed contract(s) uses dietary products and items unique to a healthcare facility. The Government does not intend to add a new item to the Prime Vendor's permanent catalog unless there is anticipated demand of at least fifteen (15) cases per month. For existing catalog items, the Prime Vendor will be responsible for notifying the Contracting Officer on a monthly basis if any cataloged item has not been ordered in sufficient quantities to meet a fifteen (15) case monthly order quantity. Those slow moving items will be considered for catalog deletion. Special Order, Seasonal, Spices, Holiday, and Mandatory Items will be required at less than fifteen (15) case demand levels and are excluded from the fifteen (15) case monthly demand review.

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

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

4. The Prime Vendor agrees that all new items will not be made available and delivered to the customer(s) until sufficient inventory of the new products have been shipped and received in the Prime Vendor's OCONUS facility(s) with the new items added to the

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customer's catalog via the 832 catalog process according to the bi-monthly and monthly 832 updates.

5. If an item is deleted or replaced by a new item due to customer preference, the customer will make reasonable efforts to draw down the Prime Vendor's existing inventory, before ordering the new replacement item. The new item will not be added to the catalog until existing inventory is depleted, unless otherwise approved by the Contracting Officer. In the event that an item is deleted without a replacement, the customer will still make reasonable efforts to draw down the Prime Vendor's existing inventory providing that the Prime Vendor did not mismanage the amount of inventory receipted into inventory. The Government will not, however, be liable for any unpurchased product.

6. Procedures for Processing New Items

i. Written approval from the Contracting Officer shall authorize all specified new item additions and/or changes to NSNs prior to catalog update transmissions. This requirement is for the Contracting Officer's determination of price reasonableness. The customer will continue to determine those items to be added to the catalog.

ii. Vendors must utilize the latest New Item Request Form (NIRF), which will be provided by the Contract Specialist during post-award administration. When downloading these forms from the website, there will be a message regarding the case label requirement. This pop-up must be acknowledged in order to access these forms. This NIRF must be submitted for all items including Mandatory and MPA items.

iii. New item prices for non-MPA items must be determined fair and reasonable, and therefore approved by the Contracting Officer prior to the items addition to the customer's catalog. In accordance with past practice, the customer will continue to determine all items to be added to the catalog. However, new non-MPA items will not be added to the catalog unless the Contracting Officer determines the proposed prices for the new non-MPA item to be fair and reasonable and approves the addition.

An item that has been determined fair and reasonable and added to the Prime Vendor's catalog(s), then removed and is needed to be added again within a 12-month period, e.g., holiday items, special occasion items, etc., are not considered "new" items and are not subject to the new item request form process. The Prime Vendor will follow normal 832 catalog price change procedures provided the item is exactly the same and the item was previously determined fair and reasonable. This item may be subject to another fair and reasonable determination at the Contracting Officer's discretion. Items removed greater than 12 months, are considered new items and subject to the new item request form process.

iv. Each request for the approval of a new item must have the following documentation attached:

- Copy of the Manufacturer's original invoice signifying the Manufacturer's FOB Origin product price, and discount terms, or written price quote, on the manufacturer's letterhead, if the item is not currently in stock, containing: item price per unit of measure (UOM), date price quote was obtained, time period price quote is effective for, item description, quantity

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- covered by the price quote, manufacturer's identification number (i.e., Global Trade Identification Number ("GTIN"), Stock Keeping Unit ("SKU"), Universal Product Code ("UPC"), etc.), manufacturer's FOB Origin product price, payment terms include any applicable discounts, manufacturer's point of contact information, stock number if available, NAPA Discount if applicable, FOB Origin Terms to include the location and the original manufacturer or grower's point of contact including name, title, signature address, and phone number. For all Fresh Fruit and Vegetable and OCONUS Items, in addition to the above, you must include the location of the importer.
- Copy of the Manufacturer's specification sheet.
- Supplier/Distributor Case Label.
- Principal Display Panel ("PDP"). This is the portion of the label including the product name, manufacturer's declared statement of identity, and the case net weight. For meat and poultry items, also include the Handling Statement, and Legend/Establishment number.
- Information Panel ("IP"). This is the portion of the label including the Ingredient Statement, Nutrition facts, county of origin and the name of the manufacturer, distributor, or broker and their address. This submission will assure the correct product information is available to the DLA Troop Support catalog team. Requests submitted without this information, will not be processed (the awardee will be provided copies of the acceptable "case labels" post award).
- Distribution Price Category and Distribution Price per unit of measure ("UOM") will be annotated on the NIRF by the Contracting Officer or Contract Specialist.
- Estimate of initial monthly demand for the new item (i.e. Average Monthly Demand) as provided by the customer.

*Note: Both the Supplier/Distributor Case Label, PDP and the IP must be an actual photograph of the product/case. These must be legible and should be in a jpg, gif, or PDF format.

All requests and the related supporting documentation shall be emailed to the Contracting Officer, Contract Specialist and Tailored Vendor Logistics Specialist ("TVLS") for immediate review. Any request missing information outlined above will not be processed. The approved price as submitted on the form (i.e. generic, NAPA, or non-food) MUST be the price submitted upon the 832 transmission. Incoming 832 transmissions will be verified for compliance. Prices other than those approved will be rejected.

J. FILL RATE/SUBSTITUTIONS/EXCEPTIONS

1. The required minimum contract order fill-rate is 98%. Fill rates will be measured in the following four categories and the 98% fill rate requirement applies to each category:

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

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

2. The Government’s in-house record for non-catch weight fill rate shall be calculated utilizing the order and receipt information located in STORES, as specified below. The Prime Vendor’s submitted non-catch weight fill rate reports will be based on the same formula, and shall not include substitutions, mis-picks, damaged cases, etc.

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

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

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

4. Definitions:

- Non catch-weight item: An item which has a specific weight per case, e.g. 8920-01-E09-7315, Cake Mix, Yellow, 6/5 LB BX.
- 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.
- Cases accepted: For non-catch weight items, the product quantity that the customer has received and receipted, not including damaged cases, and mis-picks.
- Cases ordered: For non-catch-weight items, the product quantity requested by a customer.
- Pounds accepted: For catch weight items, the product quantity that the

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customer has received and receipted, not including damaged cases, and mis-picks.

vi. Pounds ordered: For catch weight items, the product quantity requested by a customer. However in the event that a catch weight item is overfilled, and the customer accepts the extra quantity, the ‘pounds ordered’ will be adjusted to match the ‘pounds accepted’. This is to preclude a fill rate greater than 100%.

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

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

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

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

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

10. The Prime Vendor shall promptly inform the Contract Specialist, Contracting Officer, and COR of any specific instances that would absolve or excuse its failure to deliver an order, or individual line item(s), in full (i.e. customer written cancellation line or quantity prior to STORES receipt, customer ordered incorrect quantity, item being discontinued, etc.). If the Contracting Officer agrees with the justification, the exception will post to STORES which will result in the order or line(s) either being excluded from the Government fill-rate calculation or the correct order and receipt quantities being included in the calculation. These excusable instances represent Fill-Rate Exceptions, and are shown below.

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

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VENDOR SHORT SHIPMENT EXCEPTION CODES:

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

** Note: Not Applicable in OCONUS

This is an example of the pre-formatted DLA Troop Support Vendor Fill Rate Exception Spreadsheet:

Includes color-coded amendments: 1-Green, 2-Light Blue, 3-Purple, 4-Red, 5-Grey, 6-Dark Blue, 7-Orange, 8-Olive, 9- Lavender, 10-N/A, 11-Brown, 12-Aqua, 13-Dark Red, 14-Tan, 15-Light Green

This is an example of the pre-formatted DLA Troop Support Vendor Fill Rate PO Summary Spreadsheet:

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

1. The DLA Troop Support Contracting Officer is the only person authorized to approve changes, or modify any requirement of the contract. Notwithstanding any provisions contained elsewhere in the contract, said authority remains solely with the DLA Troop Support Contracting Officer.
2. In the event that the Prime Vendor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made

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Includes color-coded amendments: 1-Green, 2-Light Blue, 3-Purple, 4-Red, 5-Grey, 6-Dark Blue, 7-Orange, 8-Olive, 9-Lavender, 10-N/A, 11-Brown, 12-Aqua, 13-Dark Red, 14-Tan, 15-Light Green

without authority and no adjustment will be made. The Contracting Officer is the only person who may authorize any modification or costs associated with a change.

3. Requests for information on matters related to this contract, such as an explanation of terms or contract interpretation, shall be submitted to the Contracting Officer.

B. ADMINISTRATION

1. A designated representative at the ordering activity will perform administration of the individual customer delivery order. This includes approving product substitutions and delivery changes.

2. The Contracting Officer must approve any changes to the contract.

C. IN-PROCESS REVIEWS

1. The Contracting Officer will conduct In-Process Reviews (“IPRs”) to evaluate and discuss Prime Vendor performance on a monthly basis.

2. The Prime Vendor will be required to travel to Philadelphia at least once per year to participate in an in-person IPR at no additional cost to the Government. As a minimum, the Prime Vendor participants must include: the contract administrator and/or program manager.

D. NOTICE TO CONTRACTORS

1. Offerors are hereby advised that although there is a guaranteed minimum under this contract, DLA Troop Support does not guarantee that any or all of the customers will order all of their subsistence and related non-food requirements from the resulting Prime Vendor, nor does the Government guarantee any purchases above the guaranteed minimum.

2. During the life of the contract, the resulting Prime Vendor will be required to periodically hold prices and all other catalog changes, depending on the 832 catalog schedule. Depending on the 832 catalog schedule, the changes may be postponed up to three (3) weeks, including but not limited to the Government’s Fiscal Year change on October 1st and the week of December 25th. Additional changes to the 832 schedule must be agreed upon by the Prime Vendor and the Contracting Officer.

E. CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM

1. Background

Contractor Performance Assessment Reporting System (“CPARS”) is now hosting web-enabled applications that are used to collect and manage a library of automated contractor performance evaluations that are completed in accordance with FAR Parts 36 and 42.

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

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

2. Obtaining a PKI certificate

For access to CPARS: A DoD PKI Certificate is required for all DoD employees accessing Architect-Engineer Contract Appraisal Support System (“ACASS”), Construction Contractor Appraisal Support System (“CCASS”), Contractor Performance Assessment Reporting System (“CPARS”), and Federal Awardee Performance and Integrity Information System (“FAPIIS”). Government contractors are also encouraged to obtain and use a certificate. Non-DoD Government users may continue to access ACASS, CCASS, CPARS and FAPIIS without a certificate.

PKI Certifications remain a requirement for access to some Government electronic systems. However, OCONUS Government contractors may have some difficulty in obtaining a PKI certificate, and while this is a requirement under special circumstances exceptions can be made. Additionally, the potential cost involved in obtaining a PKI certification should be considered when contractors establish distribution prices.

Government contractors who do not work at a DoD facility may purchase a DoD PKI certificate from one of three External Certificate Authorities (“ECAs”). The ECAs are contractors who provide digital certificates to DOD’s industry partners who are using their own equipment or working in non-government facilities. A list of ECAs is available at https://www.cpars.gov/main/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.

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F. INVOICING

1. Each delivery will be accompanied by the Prime Vendor's delivery ticket/invoice. Two (2) identical copies shall accompany the shipment. The customer shall sign both copies, keep one and return the other to the Prime Vendor. Any changes must be made by the customer on the face of both documents, attachments are not acceptable.
2. All invoicing for payment is to be filed electronically using EDI transaction set 810. No paper invoices shall be submitted to DFAS for payment. All invoices submitted by the Prime Vendor must be "clean", i.e. all debits and/or credits must be reflected on the invoice prior to submission.
 - i. In regard to distribution categories 1-11, 1A-5A, and 18, the product price, plus the standard distribution price will be established as a prime vendor catalog unit price for food and non-food orders submitted by the customer via STORES. In regard to distribution categories 14-17, which do not have associated product prices, the standard distribution price will be established as a prime vendor catalog unit price for food and non-food orders submitted by the customer via STORES. Any applicable non-standard distribution prices must be identified on a separate catalog to be utilized by DLA Troop Support to generate on a daily basis, an additional Purchase Order via STORES for all non-standard payments. The process for ordering, receipting, invoicing, billing, and payment is completely electronic via STORES and EBS.
 - ii. In regard to distribution categories 12 and 13, which do not have associated product prices, the standard distribution price will be established as a prime vendor catalog unit price. In regard to distribution category 12 disposal, in addition to the cost of the actual disposal, if the Contracting Officer has indicated that the Government will pay the product price for product being disposed of, a separate paper invoice must be submitted by the Prime Vendor for Contracting Officer approval. The Contracting Officer will provide detailed instructions for this process on a case by case basis. In regard to distribution category 13, all charges associated with Restocking Fees must be submitted on a separate paper invoice by the Prime Vendor for Contracting Officer approval.
 - iii. Each paper invoice must be certified by the Prime Vendor to reflect the amount of service actually provided. The approved invoice amount will be placed on order by DLA Troop Support via STORES using local stock numbers designated for itemized billing/costs and receipted. The Prime Vendor will then be authorized to electronically invoice the approved amount for payment on a monthly basis as follows.

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Each paper invoice along with supporting documentation shall be cumulative for a one (1) month period and must be submitted to the Contracting Officer Representative no later than the 15th day of the following month; e.g. for the period of January 1 thru January 31, referenced invoices must be received by February 15th. The Contracting Officer will authorize the prime vendor to submit the approved 810 invoices for payment as soon as evaluation of all documentation is completed.

3. Electronic invoice transactions may be submitted to DLA Troop Support daily; however, it cannot be stressed enough that all internal debit/credit transactions must be completed prior to the submission of the invoice. Invoice lines that do not contain the correct invoice data and/or contain incorrect quantities delivered or prices charged will be rejected. The contractor will be responsible for correction and re-submission.
4. The same invoice cannot be submitted with different dollar amounts, and the same invoice number cannot be used more than once during the fiscal year.
5. Invoices may not be submitted as “LIVE DATA” until a test transaction set has been cleared.
6. For catch weight items, standard rounding methods must be observed, i.e. less than 0.5 is rounded down; equal to or greater than 0.5 is rounded up. All weights must be rounded to whole pounds using standard rounding methods. Any line submitted for other than whole numbers will be rejected and require correction and re-submission by the contractor.
7. Unit prices and extended prices must be formatted not more than two (2) decimal places to the right of the decimal point, using standard rounding methods. STORES will not accommodate positions of 3 and above beyond the decimal point.
8. The following address must appear in the “Bill To” or “Payment Will Be Made By” block of the contractor’s invoice:

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

9. Each invoice shall contain sufficient data for billing purposes. This includes, but is not limited to:
 - i. Contract Number, Call or Delivery Order Number, and DoDAAC;
 - ii. Contract line listed in numeric sequence (also referred to as CLIN order);
 - ii. Item nomenclature;

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- iii. LSN or NSN;
- iv. Quantity purchased per item in DLA Troop Support's unit of issue and Prime Vendor's unit of measure;
- v. Clean invoices must be submitted; and
- vi. Total dollar value on each invoice (reflecting changes to the shipment, if applicable).

10. The Prime Vendor is required to use the DLA Troop Support Reconciliation Tool to identify and correct mismatches between invoices submitted and customers posted receipts. It is the responsibility of the Prime Vendor to adjust as necessary and communicate with the customer or DLA Troop Support as needed, in order to resolve any/all discrepancies

G. PAYMENTS

1. DFAS-BSM is the payment office for this acquisition.
2. Payment of delivery orders will be made in accordance with the terms and conditions of Paragraph (i) of 52.212-4 "Contract Term and Conditions – Commercial items" (May 2015) and any addendum, appearing in the section of this solicitation entitled "Contract Clauses".
3. Payment is subject to the terms and conditions of the Prompt Payment Act (31 U.S.C. 3903) (The due date for making invoice payments by the designated payment office shall be the later of the following two events: (a) the 30th day after the designated billing office receives a proper invoice from the Contractor; (b) the 30th day after the Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.). All 810 electronic invoices must be submitted with accurate, sufficient, clean data before any payment can be made. However, the contractor shall not submit the 810 invoices for payment until the signed delivery ticket/invoice has been received directly from the customer.
4. Fast pay procedures do not apply.
5. The Prime Vendor must have the ability to accept an 820 transaction set from its financial institution. DFAS BSM will no longer forward a detailed summary of payment(s); this information will only be available from your bank.
6. STORES/BSM Reconciliation Tool: In an effort to improve the payment process, 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

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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.

7. The Government intends to make payments under the resultant contract by electronic funds transfer (EFT). Refer to FAR 52.232-33, "Payment by Electronic Funds Transfer – System for Award Management" (Jul 2013). However, the election as to whether to make payment by check or electronic funds transfer is at the option of the Government.

8. The Internal Revenue Services issued its final regulations in Federal Register Vol 81, No. 160 on August 18, 2016 concerning section 301 of Public Law 111-347 (dated January 2, 2011), which added section 5000C to the Internal Revenue Code. The final regulations provide guidance on the applicability of Section 5000C(a) which imposes on any foreign person that receives a specified Federal procurement payment, a tax equal to 2 percent of the amount of such payment. The Defense Logistics Agency is working on implementation, and once that is complete collection will commence.

H. MANAGEMENT REPORTS

The Prime Vendor shall provide the following reports to the Contracting Officer in the frequency indicated. Negative reports are required and the Government reserves the right to add requirements for additional reports at no additional cost to the Government. Each quantity and dollar value provided should be based on the item's unit of issue.

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

The Prime Vendor must make an affirmative statement regarding the accuracy and completeness of the information provided in said reports. To this end, the Prime Vendor is required to add the following statement to every management report submitted to DLA Troop Support: "I confirm that all the information submitted to the Government is complete and accurate to the best of my knowledge. I understand that false statements contained herein, may be punishable by law."

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

i. Monthly Fill Rate Report – The monthly fill-rate by line item is calculated by dividing the number of cases accepted by the customer by the number of cases ordered. Mis-picks and damaged cases should not be included in this calculation, however, all items Not-In-Stock, rejected, returned, damaged, mis-picks, etc., should be clearly identified in the report. The report should specify fill rates per customer/dining facility and an overall average for the month. In addition to the fill rate by cases, catch weight items by pounds shall be reported as defined in the fill rate section of the contract.

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- ii. Weekly Fill Rate Report – In addition to the Monthly Fill Rate Report, the Prime Vendor will also submit a weekly report reflecting the previous week's business, by customer and overall, to the Contracting Officer. This weekly report will follow the exact same format as the monthly fill rate report.

The Monthly and Weekly fill rate reports should specify fill rates grouped by contract/catalog number(s) (if applicable), DODAAC (first six positions of the delivery order) and delivery order number. The date range of the report shall be based on the customer's RDD for the previous week as defined in paragraph ii above. The report shall contain all orders for the specified time period, as well as, a worksheet summary roll-up report tab that captures all contract/catalog numbers combined. The summary shall contain the following information:

- Overall fill rate based on cases
- Overall non-catch weight fill rate based on cases
- Overall catch weight fill rate based on cases
- Overall catch weight fill rate based on pounds
- Delivery orders shall be grouped by DODAAC. Within each DODAAC sort fill rates by delivery order number

2. 832 Report (Monthly):

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

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

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

4. Socio-Economic Report (Monthly):

- i. This report shall list all products manufactured and/or supplied by small business, small disadvantaged business, minority owned small business, women-owned small business, women owned small disadvantaged business, HUB Zone small business, veteran owned small business, or service disabled veteran owned small business. This report shall be sorted by manufacturer/supplier, include quantity and dollar value, and be sorted by the applicable business size category of

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the manufacturer/supplier. The required format of this report will be provided by the Contract Specialist during post-award administration. NIB/NISH firms are not to be categorized under Small Disadvantaged Business as they are non-profit organizations and should be considered their own separate category.

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

ii. A summary page of the report shall also be submitted that highlights the total dollars and percentages for each category. This information is very important since DLA Troop Support is required to report its success in meeting these goals for the Defense Logistics Agency (DLA). Also requested, but not required since DLA does not mandate these goals be reported, is a listing of products supplied and/or manufactured by Federal Prison Industries, Labor Surplus Areas, Historically Black Colleges or Universities and Minority Institutions.

5. Monthly Rebates Report:

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

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

iii. NAPA Report: This report should summarize the savings passed along to the customers in the form of deviated allowances realized as a result of utilizing the NAPAs. The report shall list each customer, the NAPA amount, the manufacturer/broker name, and quantity ordered. NAPA figures should be listed per customer, per contract and per manufacturer.

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6. Contractor Records Retention (Annually):

The Prime Vendor must have a records retention plan in compliance with FAR 4.703. The Prime Vendor's record retention plan must be approved by the Contracting Officer. The Prime Vendor's record retention plan should include the length of time that it plans to retain contract file documents and electronic documents. The plan should also include the Prime Vendor's plan to back up electronic documents. For example, certain records must be retained until 3 years from the date of final payment. See FAR 4.703 for more information on retention of contract file documents.

7. Weekly Supply Chain Fitness Report ("SCFR"):

The Prime Vendor must be able to present real time asset visibility of its entire inventory (i.e. stock on-order, stock in-transit, and stock on-hand) as well as the anticipated usage and average demand for each item on the Prime Vendor catalog. The SCFR is a report which consists of 4 data tabs, 1 analysis Chart and 1 analysis table. The report format will be provided to the Prime Vendor post award; however, the report tracks weekly movements in demands against weekly changes in three segments of the supply chain (i.e. stock on-order, stock in-transit and stock on-hand). Each of these elements are reported and tracked at the line item level.

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

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

9. Cost Savings Report (Monthly):

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

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10. Financial Status Report (Monthly):

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

11. NAPA Report:

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

12. Vendor Catalog Report (Monthly)

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

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

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

14. Contractor Census Report (Monthly)

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

I. PRIME VENDOR 832 CATALOGS

1. During contract implementation, the Prime Vendor will be required to establish and electronically submit 832 catalogs for testing and for live customer orders. A Subsistence Total Ordering and Receipt Electronic System (STORES) EDI Implementation Guideline is included herein.

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2. It is estimated that the Prime Vendor will be required to establish a minimum of five (5) 832 catalogs. Note: The actual number of required catalogs may vary throughout the life of the contract based on factors such as the actual number of customers, their needs, and their billing requirements.

Catalog 1: This catalog should contain all items available for issue to all customers located in Kuwait and Jordan. The catalog unit price will consist of the product price + the standard distribution price.

Catalog 2: This catalog should contain all items available for issue to all customers located in Iraq. The catalog unit price will consist of the product price + the standard distribution price.

Catalog 3: This catalog should contain all items available for issue to all customers located in Syria. The catalog unit price will consist of the product price + the standard distribution price.

Catalog 4: This catalog should contain all items available for issue to all customers located in Iraq. The catalog unit price will consist of the product price + the standard distribution price.

Catalog 5: This catalog should contain all items available for issue to all customers located in Syria. The catalog unit price will consist of the product price + the standard distribution price.

Note: Catalogs 2 and 4 as well as catalogs 3 and 5 will be identical to each other with the exception of the catalog number; however, each catalog will be linked to a different administrative catalog; i.e., catalog 6, 7, 8, or 9. This is necessary to ensure the correct non-standard billing charge is applied to every line of each purchase order once the order is sent via STORES.

Catalog 6: This catalog will mirror Catalog 2 for all items with the exception of pricing. Pricing will consist of only the non-standard distribution price with private security or without private security depending on the current situation within Iraq. (Administrative Catalog)

Catalog 7: This catalog will mirror Catalog 3 for all items with the exception of pricing. Pricing will consist of only the non-standard distribution price with private security or without private security depending on the current situation within Syria. (Administrative Catalog)

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Catalog 8: This catalog will mirror Catalog 4 for all items with the exception of pricing. Pricing will consist of only the non-standard distribution price with air movement to Iraq. (Administrative Catalog)

Catalog 9: This catalog will mirror Catalog 5 for all items with the exception of pricing. Pricing will consist of only the non-standard distribution price with air movement to Syria. (Administrative Catalog)

The Government expects to use the catalogs as follows. Catalogs 1-5 will be visible to the customers. Catalogs 6 and 7 as well as 8 and 9 will be considered administrative catalogs and only visible to DLA Troop Support for use in calculating the appropriate non-standard distribution charges based upon the customer's food order generated in STORES utilizing Catalogs 2 and 3 or 4 and 5. Once charges have been calculated using the appropriate administrative catalog, an order for the non-standard distribution charges will be placed by DLA Troop Support for the customer using specific LSNs designated for non-standard billing. Catalog 6 and 7 will initially be established with the non-standard distribution pricing associated with private security and will only change as directed by the Contracting Officer if private security is no longer necessary. Catalogs 8 and 9 will initially be established with only the non-standard distribution pricing associated with air movement to Iraq and Syria, respectively. Catalogs 2 and 3 as well as 4 and 5 used for Iraq and Syria, respectively support will be linked to separate Order Points that will ensure the correct administrative catalog is used to create non-standard obligations. Customers will be given instruction on how to utilize the correct Order Point for order placement.

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

J. OTHER CONSIDERATIONS

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

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

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

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

“Inspection and acceptance of products will be performed at destination. The authorized receiving official for each customer is responsible for signing for and accepting products when they are delivered. The final disposition decision rests with the food service officer and/or the authorized Government receiving official. See Statement of Work, Military Inspection at Destination.

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

(c) *Changes*.

(1) The Contracting Officer, at his/her discretion, may unilaterally invoke any of the contingency options set forth in this contract.

(2) The Contracting Officer may at any time, by unilateral written order, make changes within the general scope of this contract in any one or more of the following:

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

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

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

3. Paragraph (m), *Termination for cause*, is deleted in its entirety and replaced with 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

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Includes color-coded amendments: 1-Green, 2-Light Blue, 3-Purple, 4-Red, 5-Grey, 6-Dark Blue, 7-Orange, 8-Olive, 9-Lavender, 10-N/A, 11-Brown, 12-Aqua, 13-Dark Red, 14-Tan, 15-Light Green

to the Government for any and all rights and remedies provided by law. If this contract is terminated in whole or in part for cause, and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of \$1350.00 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for cause following which the Government repurchases the terminated supplies or services. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

(1) Immediately notify the following personnel:

- (i) Customers that have received the recalled product
- (ii) DLA Troop Support Contracting Officer
- (iii) DLA Troop Support Integrated Supply Team (IST) Chief
- (iv) DLA Troop Support Contract Specialist
- (v) DLA Troop Support Tailored Vendor Logistic Specialist
- (vi) DLA Troop Support Consumer Safety Officer

(2) Provide the following information to the DLA Troop Support Consumer Safety Officer:

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

(3) The Prime Vendor should provide a Final Status Report of Recall, when completed, to the DLA Troop Support Consumer Safety Officer.”

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

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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), System for Award Management (SAM) is revised to add the following:

(5) Definitions.

"System for Award Management (SAM) Database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) Code" means—

(a) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(b) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code".

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

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

"Registered in the SAM Database" means that—

(a) The 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”.

<u>ADDENDUM TO FAR 52.212-1 – Instructions to Offerors – Commercial Items</u>
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252.203-7005 Representation Relating to Compensation of Former DoD Officials (NOV 2011)

(a) *Definition.* “Covered DoD official” is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

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.

X 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).

2. *Period for acceptance of offers* (Paragraph c).

Period of acceptance is 240 days from the date specified for receipt of offers (initial or revised, whichever is later).

3. *Multiple offers* (Paragraph e).

Alternative commercial items may not be considered for award on this acquisition; however, but may be utilized for market research on future requirements.

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

Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and:

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It was sent by mail or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after the receipt at the Government installation.

It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals.

If there is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

Any modification or revision of a proposal or response to requested information, including any final proposal revision, is subject to the same conditions indicated above.

Proposals may be withdrawn by written notice (including facsimile) received at any time before award.

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.

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.

6. Proposal Factors and Components

(a). The following non-price and price components shall be used to evaluate offers:

TECHNICAL PROPOSAL – TECHNICAL FACTORS (NON-PRICE COMPONENTS)

Factor I.	Warehouse Location and Capacity
Factor II.	Experience
Factor III.	Quality Control, Assurance, and Warehouse Management System/Procedures
Factor IV.	Resource Availability (Cash Flow, Equipment, and Carrier Agreements)
Factor V.	Implementation and Management Plans

TECHNICAL PROPOSAL – PAST PERFORMANCE (NON-PRICE COMPONENT)

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BUSINESS PROPOSAL/PRICING (PRICE COMPONENTS/SCENARIOS)

Price Component I – Weighted Aggregate Product Price

Price Component II – Aggregate Standard Distribution Price

Price Component III – Weighted Aggregate Non-Standard Distribution Price for Ground Movement within Iraq Inclusive of Private Convoy Security

Price Component IV – Weighted Aggregate Non-Standard Distribution Price for Ground Movement within Iraq without Private Convoy Security

Price Component V – Weighted Aggregate Non-Standard Distribution Price for Commercial Air Movement to Iraq

Price Component VI – Weighted Aggregate Non-Standard Distribution Price for Ground Movement within Syria Inclusive of Private Convoy Security

Price Component VII – Weighted Aggregate Non-Standard Distribution Price for Ground Movement within Syria without Private Convoy Security

Price Component VIII – Weighted Aggregate Non-Standard Distribution Price for Commercial Air Movement to Syria

Price Scenario I – To account for all price components when private convoy security is authorized

Price Scenario II – To account for all price components when private convoy security is not authorized

(b). General submission requirement information:

(i). All information is to be submitted in writing on 8.5 in x 11 in U.S. Standard Paper. All written offers must be in 12 point font and printed on both sides of the paper (duplex printing, bound on long edge or open to left with pages in consecutive order).

(ii). 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 by the Defense Contract Management Agency, Defense Contract Audit Agency or other qualified personnel during the evaluation process.

(iii). The solicitation, technical and business proposals, and Joint Contingency Contracting System (JCCS) Registrations are required to be submitted in writing and must be prepared separately in the quantities shown below. These documents shall be separately bound and shall not be combined. Proposals that do not provide the required information in the prescribed format may be excluded from further consideration.

WRITTEN VOLUME	TITLE	NO. OF COPIES
I	Solicitation	1
II	Technical Proposal	6
III	Business Proposal/Pricing	2
IV	JCCS Registration	1

ELECTRONIC VOLUME	TITLE	NO. OF COPIES
I	Solicitation	1
II	Technical Proposal	6
III	Business Proposal/Pricing	2
IV	JCCS Registration	1

Evaluations for volumes II and III 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 a technical non-price component. Pricing information shall only be contained in Volume III.

(iv). 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 any of the information requested may render the proposal unacceptable and may lead to a rejection of the offer.

The written technical proposal must demonstrate the offeror's ability to meet the

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Government's requirements as set forth in the solicitation. Failure to provide information as requested in any of the technical non-price components identified below in the section entitled Submission Requirement – Technical Proposal may be considered a “no response” and may not be ratable or may warrant a “Poor” rating for the applicable non-price factor or component.

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 non-price factors/components in the order in which they appear in the solicitation.** Failure to do so may result in the Technical Evaluation Panel overlooking important information.

(v). In the Business Proposal, the offeror is required to furnish limited pricing information as outlined below in the solicitation section entitled Submission Requirement – Business Proposal/Pricing – Volume III. To be acceptable, the firm's pricing must be complete, fair, and reasonable. **Failure to provide information as requested in any of the technical non-price components identified below in the section entitled Submission Requirement – Technical Proposal may be considered a “no response” and may not be ratable or may warrant a “Marginal or Unacceptable” rating for the applicable non-price factor or component.**

The Business Proposal Market Basket product prices are used for evaluation purposes; but, the market basket 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 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.

(c) Submission Requirement – Solicitation – Volume I

1. The solicitation document, to include this attachment and amendments, as applicable, must be completed to include all required fill-ins and signatures. Each document must be printed in its entirety for submission. Required fill-ins/signature blocks include, but are not limited to, the following. Solicitation amendments may contain additional required fill-ins.

- The solicitation document page 1, blocks 17a, 30a, 30b, and 30c.
- The solicitation document pages 32-46, FAR 52.212-3 Representations and Certifications, unless otherwise updated by the offeror via its Online Representations and Certifications Application (“ORCA”) record.
- This solicitation attachment 1, pages 2, 3, and 6.
- Each solicitation amendment, page 1, blocks 8, 15A, 15B, and 15C.

Note: The solicitation documents can be found on the DLA Troop Support website: <https://www.troopsupport.dla.mil/subs/pv/regions/fscat.asp> or the DLA Internet Bid Board System (DIBBS): <https://www.dibbs.bsm.dla.mil/default.aspx>.

2. On a separate word document, submit a complete list of your affiliates, subsidiaries, and partially or wholly-owned companies that will be utilized for this contract. If not applicable, a negative reply is required.

(d) Submission Requirement – Technical Proposal – Volume II

SECTION A – TECHNICAL FACTORS

FACTOR I – Warehouse Location and Capacity

Submission Requirement – Factor I

1. In accordance with FAR 52.215-6 Place of Performance, the offeror shall identify in the following format the name and location of their OCONUS and CONUS warehouse distribution facilities, CONUS Source Load Manufacturing Facilities, and any Administrative Management Support Offices that will be utilized in support of its distribution network for this requirement. Also, identify the owner and operator of each facility.

OCONUS Warehouse Distribution Facilities	
Place of Performance (Street Address, City, State, County, Zip Code)	Name & Address of Owner & Operator of the Plant or Facility if other than Offeror or Respondent

CONUS Warehouse Distribution Facilities	
Place of Performance (Street Address, City, State, County, Zip Code)	Name & Address of Owner & Operator of the Plant or Facility if other than Offeror or Respondent

CONUS Source Load/Manufacturer Facilities	
Vendor (Name & CAGE)	Place of Performance Street Address, City, State, County, Zip Code

Administrative/Management Support Offices	
Place of Performance (Street Address, City, State, County, Zip Code)	Name & Address of Owner & Operator of the Plant or Facility if other than Offeror or Respondent

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NOTE: No change in the places(s) of performance shall be permitted between the closing date of the solicitation and the award date except where time permits and then only upon receipt of the Contracting Officer's written approval. Any change in the place(s) of performance cited in this offer and in any resulting contract is prohibited unless it is specifically approved in advance by the Contracting Officer at no additional charge to the Government. No longer using, possessing, or having access to an offered facility, as described in an offeror's proposal, may result in an offeror's proposal being considered unacceptable.

2. For the proposed OCONUS facility(ies), discuss whether owned or leased. If the facility(ies) is leased, provide a copy of each lease agreement or memorandum of understanding as well as a detailed narrative explaining the nature and duration of each agreement.
3. For the proposed CONUS facility(ies), discuss the concept of operations between the parties for purchasing, warehousing, and transporting product via the Defense Transportation System from CONUS to OCONUS locations. Describe the roles of each party and provide a copy of any existing agreement or memorandum of understanding. Discuss advantages and disadvantages of your selection of an East Coast versus a West Coast facility in terms of arrival times and costs to the Government when product is transported via the Defense Transportation System.
4. Discuss in detail any ongoing or proposed construction which will be necessary in support of their proposed OCONUS and CONUS warehouse facilities. Provide detailed information regarding applicable agreements, contracts, deeds and leases in support of their facility(ies) and specific timelines in regards to construction (i.e. groundbreaking through certificate of occupancy). Clearly address whether construction is contingent upon award (i.e. to commence upon award announcement) or whether currently ongoing. If some aspects of construction are ongoing, while others are contingent, this must be clearly described (e.g. groundbreaking will be 01 May 2016 irrespective OR groundbreaking will be 01 May 2016 IF award is made by 02 Apr 2016). Real-time dates must be supplied and milestones already achieved must be highlighted. Photographs and diagrams must be provided and properly labeled.
5. Discuss in detail any proposed upgrades which will be necessary in support of their proposed OCONUS and CONUS warehouse facilities. Provide detailed information and specific timelines regarding its need to upgrade their proposed OCONUS and CONUS warehouse facilities to meet solicitation requirements (i.e. food storage (racking/material handling equipment/etc.), food defense (fencing/lighting/security cameras/etc.), quality control, etc.).

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6. Discuss how you intend to meet the quantity demand requirements of this solicitation in terms of the size of your OCONUS facilities (i.e. warehouse capacity for prime vendor product and GFM; American sized pallet spaces; refrigerated and dry space; etc. that will be available for use to fulfill the requirements of this solicitation). Provide clearly marked photographs of each OCONUS warehouse and a diagram of the layout in terms of the American sized pallet locations as it relates to the ordering volume of this contract.

7. For the proposed OCONUS facilities, discuss your available yard space for receiving inbound shipments for prime vendor product and GFM, retrograding trucks to include your capability to ship and receive simultaneously, staging of out bound product for shipment and/or waiting to join a convoy. Include the number of doors available for shipping and receiving and any impediments to simultaneous use.

FACTOR II – Experience

Submission Requirement – Factor II

For purposes of evaluating Factor II only, offerors that are proposing a joint venture, partnership or a teaming approach may provide experience information on their team members (e.g. partners, key subcontractors or other affiliates that will perform essential functions of the contract). Offerors that are relying on the experience information of their team members must clearly demonstrate that the team member will have meaningful involvement in the performance of the resultant contract for that experience to be considered. The most relevant experience, and that which will receive the most credit, however, is the information directly related to the offering entity.

Provide a brief performance record of up to five (5) of your highest dollar value and most comparable contracts, whether they are commercial or Government contracts, from the 18 month period preceding the closing date of the solicitation. Note: No more than 2 team member contracts may be included in the 5 (selected contracts). Provide the following information for EACH of the 5 selected contracts:

1. Contract/Account Number or Identifier.
2. Contract Holder Point of Contact Information (Name, E-mail address, and phone number).
3. Time period that the account has been serviced.
4. Annual sales dollar value
5. Number of customers that you deliver to on a routine schedule
6. Brief statement of the work performed to include a discussion of experience performing deliveries as a full line food distributor in contingency operations.
7. Narrative to explain how the contract is similar in size and/or complexity to the solicited requirements.

FACTOR III – Quality Control, Assurance, and Warehouse Management System Procedures

Submission Requirement – Factor III

1. Discuss your Supply Chain Management Plan to include tasks associated with purchasing inventory, replenishing inventory, and managing your inventory levels to achieve a consistent 98% fill rate and meet the 300% surge requirement.
2. Identify and discuss the Warehouse Management System that will be used in the performance of the proposed contract.
3. 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 in the discussion the procedures used to control shelf life and proper shelf life dating for normal inventoried items. Discuss the procedures and methods used to ensure the correct open “Date of Pack” designation is used on case labels. Discuss what procedures will be used to meet the “minimum shelf-life remaining” requirements of the various items.
4. Discuss your firm’s inventory rotation methods, monitoring procedures, methodology of identifying and correcting discrepancies in inventory management and order preparation.
5. Identify the position of the person that will be assigned the responsibility of ensuring quality procedures are monitored and include the authority said person will have in making decisions regarding the quality procedures.
6. Discuss procedures, training requirements, and security protocol for allowing Government personnel access to your firm’s warehouse management system in order to obtain real-time data.

FACTOR IV – Resource Availability (Cash Flow, Equipment, and Carrier Agreements)

Submission Requirement – Factor IV

1. The offeror must describe its financial capability to perform during the 6-month contract implementation period and throughout the life of a resultant contract (i.e. bank commitment letter, financial strength of your firm, etc.). If additional finances will be required, discuss the intended method and lead time required to obtain said finances.

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2. The offeror must identify the quantity, type, and location of the distribution equipment resources (i.e. trucks, material handling equipment, etc.) that it will utilize to meet the requirements of the instant solicitation. For each item, identify if it is leased or owned by the offeror. For leased equipment, provide a copy of the lease agreement, memorandum of understanding, or similar agreement with the lessor. If additional equipment/resources will be required to handle the proposed contract, discuss the intended method and lead-time required to obtain said resources.
3. The offeror will provide a detailed plan for maintaining and servicing vehicles and equipment to include the number and experience of personnel that it intends to utilize for this effort.
4. Describe your firms experience utilizing United States Transportation Command (USTRANSCOM) designated carriers for the movement of product over ocean and via air. Provide a copy of your existing USTRANSCOM designated carrier agreement with Maersk, American President Lines (APL), and/or Hapag Lloyd, who typically handle routes to Kuwait, Iraq, Syria, and Jordan or obtain and submit a copy of a new agreement with one of these carriers. The agreement should address: ocean and/or air movement of product, related issues such as claims processing and dispute resolution for losses and damage to Prime Vendor cargo by the carrier, process for resolution of claims by the carrier against the Prime Vendor for detention of carrier containers, port storage for detained containers, and maintenance provided by a carrier for detained refrigerated containers. If you are unable to obtain the agreement prior to proposal submission, explain how you will be able to obtain the required agreements from all three carriers on a post award basis (include the lead-time required to obtain).

FACTOR V – Implementation and Management Plan

Submission Requirement – Factor V

1. The offeror must discuss all elements of its implementation plan from contract award to fully operational capability (“FOC”) in accordance with section III “Contract Implementation Phase” of the statement of work. The offeror’s proposal must provide dated milestones that identify each step of the plan within the specified 6 month implementation timeframe. Any actions that will cause a delay and impact the successful FOC must be clearly identified.
2. The offeror must discuss how all elements of its supply chain management plan to include purchasing, Defense Transportation System (DTS) transit times, and warehouse and inventory management is taken into consideration to ensure a seamless implementation from the incumbent Prime Vendor operation to the proposed Prime Vendor operation.

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3. The offeror must identify all aspects of the proposal that are dependent upon Government action and/or information for the offeror to successfully perform its transition to full implementation.

4. Provide an organizational/management chart for the key personnel or the positions of personnel who are responsible for the day to day management and overall success of this Prime Vendor Program. Do not submit corporate charts unless the people listed are directly involved in the performance of the proposed contract. 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.

SECTION B – PAST PERFORMANCE

Submission Requirement – Past Performance

For purposes of evaluating Past Performance, offerors that are proposing a joint venture, partnership or a teaming approach may provide past performance information on team members (i.e. partners, key subcontractors or other affiliates that will perform essential functions of the contract). Offerors that are relying on past performance information of their team members must clearly demonstrate that the team member will have meaningful involvement in the performance of the resultant contract for that past performance to be considered. The most relevant past performance, and that which will receive the most credit, however, is the information directly related to the offeror.

1. Provide a brief performance record of up to five (5) of your highest dollar value and most comparable contracts, whether they are commercial or Government contracts, from the 18 month period preceding the closing date of the solicitation. Note: No more than 2 team member contracts may be included in the 5 (selected contracts). Provide the following information for EACH of the 5 selected contracts:

- a. Contract/Account Number or Identifier.
- b. Contract Holder Point of Contact Information (Name, E-mail address, and phone number).
- c. Time period that the account has been serviced.
- d. Annual sales dollar value
- e. Number of customers that you deliver to on a routine schedule
- f. Brief statement of the work performed to include a discussion of experience performing deliveries as a full line food distributor in contingency operations.
- g. Narrative to explain how the contract is similar in size and/or complexity to the solicited requirements.
- h. Discuss problems that you have encountered during performance and what steps were taken to resolve the problems, along with their resolutions

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2. The offeror shall distribute the below questionnaire to each contract holder identified in response to paragraph 1 above. Questionnaires shall be completed by the contract holder and e-mailed directly from the contract holder to the following e-mail addresses: linda.ford@dla.mil, raynard.jamison@dla.mil, and cedric.marlow@dla.mil no later than the solicitation closing date (original or amended). Offerors should follow-up with the contract holders to ensure the timely submission of questionnaires. This is not the responsibility of the Government or the Contracting Officer. The Government may contact the offeror's listed references to confirm the provided information and further survey the performance of the offeror. The Government may also obtain and use past performance information from sources other than those identified by the offeror, including those from publicly available, non-confidential verifiable sources.

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DLA Troop Support

Performance Questionnaire

Your willingness to complete the following questionnaire is appreciated. The information that you provide will be used in the awarding of a federal contract(s). Therefore, it is important that your information be as factual, accurate, and complete as possible to preclude the need for any follow-up by the evaluators. Request that the completed questionnaire is returned via e-mail to linda.ford@dla.mil; raynard.jamison@dla.mil; and cedric.marlow@dla.mil. Thank you.

Contract Information:

Evaluator's Name & Agency/Company	_____
Evaluator's Phone Number	_____
Evaluator's E-mail Address	_____
Contract Number	_____
Contractor's Name	_____
Contractor's Address	_____
Contractor's CAGE Code, if applicable	_____
Contract Award Date	_____
Contract Annual Dollar Value	_____
Contract Term (Start date and End date)	_____
Description of Supplies/Services Provided	_____

Contract Performance

Please circle, underline, or highlight in bold, one of the numbers for each question using the most appropriate scale description:

Excellent No Problems 5	Very Good Rare Problems 4	Acceptable Occasional Problems 3	Poor Frequent Problems			Unacceptable Daily Problems 1	N/A N/A
1. Warehousing operations	5	4	3	2	1	N/A	
2. Quality control & condition of delivered products	5	4	3	2	1	N/A	
3. Customer support and satisfaction	5	4	3	2	1	N/A	
4. Fill Rates (product accepted/product ordered)	5	4	3	2	1	N/A	
5. Financial management	5	4	3	2	1	N/A	
6. Overall Contract Performance	5	4	3	2	1	N/A	

REMARKS (instances of problems or instances of exceptional performance): _____

Note: N/A means Not Applicable.

SPE300-15-R-0042 Subsistence Prime Vendor Kuwait, Iraq, Syria, and Jordan – Attachment 1
Includes color-coded amendments: 1-Green, 2-Light Blue, 3-Purple, 4-Red, 5-Grey, 6-Dark Blue, 7-Orange, 8-Olive, 9-Lavender, 10-N/A, 11-Brown, 12-Aqua, 13-Dark Red, 14-Tan, 15-Light Green

(e). Submission Requirement – Business Proposal/Pricing – Volume III

- Price Component I – Weighted Aggregate Product Price
Calculated by multiplying each product price for all items in the selected market basket by its respective estimated quantity for each tiered pricing period and totaling the results, and then multiplying the resulting number by .30 for evaluation purposes only.
- Price Component II – Aggregate Standard Distribution Price
Calculated by multiplying each standard distribution price by its respective estimated quantity for each tiered pricing period and totaling the results. This calculation is performed for all items in the selected market basket and for distribution categories 12-17, which do not have associated item product prices.
- Price Component III – Weighted Aggregate Non-Standard Distribution Price for Ground Movement within Iraq Inclusive of Private Convoy Security
Calculated by multiplying each non-standard distribution price for ground movement within Iraq inclusive of private convoy security for all items in the selected market basket by its respective estimated quantity for each tiered pricing period and totaling the results, and then multiplying the resulting number by .95 for evaluation purposes only.
- Price Component IV – Weighted Aggregate Non-Standard Distribution Price for Ground Movement within Iraq without Private Convoy Security
Calculated by multiplying each non-standard distribution price for ground movement within Iraq without private convoy security for all items in the selected market basket by its respective estimated quantity for each tiered pricing period and totaling the results, and then multiplying the resulting number by .95 for evaluation purposes only.
- Price Component V – Weighted Aggregate Non-Standard Distribution Price for Commercial Air Movement to Iraq
Calculated by multiplying each non-standard distribution price for commercial air movement to Iraq for all items in the selected market basket by its respective estimated quantity for each tiered pricing period and totaling the results, and then multiplying the resulting number by .05 for evaluation purposes only.
- Price Component VI – Weighted Aggregate Non-Standard Distribution Price for Ground Movement within Syria Inclusive of Private Convoy Security
Calculated by multiplying each non-standard distribution price for ground movement within Syria inclusive of private convoy security for all items in the selected market basket by its respective estimated quantity for each tiered pricing period and totaling the results, and then multiplying the resulting number by .95 for evaluation purposes only.
- Price Component VII – Weighted Aggregate Non-Standard Distribution Price for Ground Movement within Syria without Private Convoy Security
Calculated by multiplying each non-standard distribution price for ground movement within Syria without private convoy security for all items in the selected market basket by its respective estimated quantity for each tiered pricing period and totaling the results, and then multiplying the resulting number by .95 for evaluation purposes only.
- Price Component VIII – Weighted Aggregate Non-Standard Distribution Price for Commercial Air Movement to Syria
Calculated by multiplying each non-standard distribution price for commercial air movement to Syria for all items in the selected market basket by its respective estimated quantity for each tiered pricing period and totaling the results, and then multiplying the resulting number by .05 for evaluation purposes only.
- Price Scenario I – To account for all price components when private convoy security is authorized
Calculated by adding Price Components I, II, III, V, VI, and VIII and multiplying the total by .90 for evaluation purposes only.
- Price Scenario II – To account for all price components when private convoy security is not authorized
Calculated by adding Price Components I, II, IV, V, VII, and VIII and multiplying the total by .10 for evaluation purposes only.

To address the above Price Components, the offeror is required to submit the below elements 1-5.

Notes:

- i. The solicitation attachment 2 spreadsheet consists of seven (7) tabs: “Totals,” “Distribution Category Worksheet,” “Market Basket,” “Currently Cataloged Items,” “Totals Formulas,” “Distribution Category Formulas,” and “Market Basket Formulas,” respectively. The first three tabs are designed for the submission of all product and distribution prices. It is mandatory that all contractors submit product prices and distribution prices in this format. Failure to submit the product and distribution prices using Attachment 2, tabs Totals, Distribution Category Worksheet, and Market Basket may result in the rejection of the contractor’s entire proposal.
- ii. The TOTALS tab calculates the offeror’s aggregate offer, pulling information from the other two tabs.
- iii. The DISTRIBUTION CATEGORY WORKSHEET tab list each distribution category, along with demand data, measured in cases/pounds/pallets/each, for all tiers. The demand data in this tab, for each distribution category, is a compilation of each market basket item in that category, or as specified directly on the worksheet.
- iv. The MARKET BASKET tab lists each item along with demand data, measured in cases/pounds/each, for all tiers.
- v. The CURRENTLY CATALOGED ITEMS tab lists the items that were cataloged for customer support as of May 2015. It includes the market basket items, but identifies other items that are most likely to be cataloged by the Prime Vendor post award. This tab is provided for informational purposes only.

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Includes color-coded amendments: 1-Green, 2-Light Blue, 3-Purple, 4-Red, 5-Grey, 6-Dark Blue, 7-Orange, 8-Olive, 9-Lavender, 10-N/A, 11-Brown, 12-Aqua, 13-Dark Red, 14-Tan, 15-Light Green

- vi. The three formula tabs: “TOTALS FORMULAS,” “DISTRIBUTION CATEGORY FORMULAS,” and “MARKET BASKET FORMULAS,” are provided for information purposes only to display the formulas on the Totals, Distribution Category Worksheet, and Market Basket tabs.
- vii. Elements 1, 2, and 3 below must be in writing using attachment 2, tabs Totals, Distribution Category Worksheet, and Market Basket. Two written copies of the spreadsheet and one electronic copy of the spreadsheet on a CD must be submitted. Please use an Anti-Virus utility to ensure that your CD is virus free before submitting. The information and formulas provided on the attachment 2 spreadsheet, all tabs, are locked and may not be altered. Offerors are required to complete the cells that are highlighted in yellow.
- viii. Element 4 must be collated in sequential numerical order. Two separate copies (preferably in folder or booklet form) of the quotes must be submitted.
- ix. Element 5 must be in writing in a word document format.
- x. All pricing shall be offered in accordance with the pricing provisions of the solicitation; i.e., $\text{Contract Unit Price} = \text{Product Price} + \text{Standard Distribution Price} + \text{Non-Standard Distribution Price}$, as applicable. See DLAD 52.216-9065 – Economic Price Adjustment – Actual Material Costs for DLA Troop Support – Subsistence Product Price Business Model as well as the above Price Definitions and Provisions and Invoicing sections.

Element 1 – Aggregate Offer using attachment 2, tab “Totals.”

DLA Troop Support has provided offerors with a tab titled “TOTALS” inside the price proposal workbook. Other than the offeror’s name and commercial government entity (CAGE) code in cell E4, the offerors do not enter information in this tab. Rather, this tab calculates the offeror’s aggregate offer, based on the information contained in the distribution category worksheet and market basket tabs.

These calculations include all tiers as well as quantity adjustments which derive from alternate offers. These calculations rely on the information the offeror enters into the other portions of the spreadsheet; any incorrect information, therefore, will skew this stated total.

After the offeror submits the price proposal, DLA Troop Support will verify the offeror- entered information based on the offeror-submitted documentation: quotes.

SPE300-15-R-0042 Subsistence Prime Vendor Kuwait, Iraq, Syria, and Jordan – Attachment 1

Includes color-coded amendments: 1-Green, 2-Light Blue, 3-Purple, 4-Red, 5-Grey, 6-Dark Blue, 7-Orange, 8-Olive, 9-Lavender, 10-N/A, 11-Brown, 12-Aqua, 13-Dark Red, 14-Tan, 15-Light Green

Note: This is not the offeror's total evaluated price. The total evaluated price is determined through the process described below under evaluation criteria.

Element 2 - Category/Distribution Prices using attachment 2, tab Distribution Category Worksheet.

The distribution price categories to be used on this solicitation are listed on Attachment 2, tab Distribution Category Worksheet. The Distribution Prices must be offered as a dollar amount. Distribution Prices offered as a percentage are not acceptable. Prices must not extend more than two (2) places to the right of the decimal point. Pricing for all tiers shall be provided for the Distribution Price portion of the Contract Unit Price only. Acceptance of all tiers is mandatory, and if an offeror does not submit, the offeror's proposal may be rejected. The awarded Distribution Prices shall remain fixed for each applicable contract ordering period and shall be the same price for all customers.

The pricing scheme utilizes a total of 23 item distribution categories (categories 1 through 18 and sub-categories 1A through 5A). Sub-categories were established to be utilized in combination with Product Price Exceptions, see DLAD 52.216-9065 (b)(3)(i) – (B), (C), (D), and (E), as described in element 3 below, to prevent overstated unit price charges. The same distribution cost that is included in an individual items product price because it is identified as an exception shall not be included in that individual items distribution price. Therefore, all sub-category distribution prices (1A through 5A) shall be lower than their corresponding category distribution prices (1 through 5). Disposal, Restocking, and GFM Distribution, Storage, Rework, and Relabel, categories 12 – 17, respectively, do not have associated item product prices. The estimated annual quantities associated with categories 12-17 are identified on the distribution category worksheet in cells F22-F27.

1. In Column G, Rows 6 through 28, offerors will insert their standard distribution price for the first Tiered Pricing Period (a 24-month performance period, to include a 6-month ramp up) per the unit of measure (UoM) in column E.
2. In Column H, Rows 6 through 28, offerors will insert their standard distribution price for the second Tiered Pricing Period (an 18-month performance period) per the unit of measure (UoM) in column E.
3. In Column I, Rows 6 through 28, offerors will insert their standard distribution price for the third (final) Tiered Pricing Period (an 18-month performance period) per the unit of measure (UoM) in column E.
4. In Column K, Rows 6 through 28, offerors will insert their Iraq non-standard distribution price for ground movement with private security for the first Tiered Pricing Period (a 24-month performance period, to include a 6-month ramp up) per the unit of measure (UoM) in column E.
5. In Column L, Rows 6 through 28, offerors will insert their Iraq non-standard distribution price for ground movement with private security for the second Tiered Pricing Period (an 18-month performance period) per the unit of measure (UoM) in column E.
6. In Column M, Rows 6 through 28, offerors will insert their Iraq non-standard distribution price for ground movement with private security for the third (final) Tiered Pricing Period (an 18-month performance period) per the unit of measure (UoM) in column E.
7. In Column O, Rows 6 through 28, offerors will insert their Syria non-standard distribution price for ground movement with private security for the first Tiered Pricing Period (a 24-month performance period, to include a 6-month ramp up) per the unit of measure (UoM) in column E.
8. In Column P, Rows 6 through 28, offerors will insert their Syria non-standard distribution price for ground movement with private security for the second Tiered Pricing Period (an 18-month performance period) per the unit of measure (UoM) in column E.

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Includes color-coded amendments: 1-Green, 2-Light Blue, 3-Purple, 4-Red, 5-Grey, 6-Dark Blue, 7-Orange, 8-Olive, 9-Lavender, 10-N/A, 11-Brown, 12-Aqua, 13-Dark Red, 14-Tan, 15-Light Green

9. In Column Q, Rows 6 through 28, offerors will insert their Syria non-standard distribution price for ground movement with private security for the third (final) Tiered Pricing Period (an 18-month performance period) per the unit of measure (UoM) in column E.
10. In Column S, Rows 6 through 28, offerors will insert their Iraq non-standard distribution price for ground movement without private security for the first Tiered Pricing Period (a 24-month performance period, to include a 6-month ramp up) per the unit of measure (UoM) in column E.
11. In Column T, Rows 6 through 28, offerors will insert their Iraq non-standard distribution price for ground movement without private security for the second Tiered Pricing Period (an 18-month performance period) per the unit of measure (UoM) in column E.
12. In Column U, Rows 6 through 28, offerors will insert their Iraq non-standard distribution price for ground movement without private security for the third (final) Tiered Pricing Period (an 18-month performance period) per the unit of measure (UoM) in column E.
13. In Column W, Rows 6 through 28, offerors will insert their Syria non-standard distribution price for ground movement without private security for the first Tiered Pricing Period (a 24-month performance period, to include a 6-month ramp up) per the unit of measure (UoM) in column E.
14. In Column X, Rows 6 through 28, offerors will insert their Syria non-standard distribution price for ground movement without private security for the second Tiered Pricing Period (an 18-month performance period) per the unit of measure (UoM) in column E.
15. In Column Y, Rows 6 through 28, offerors will insert their Syria non-standard distribution price for ground movement without private security for the third (final) Tiered Pricing Period (an 18-month performance period) per the unit of measure (UoM) in column E.
16. In Column AA, Rows 6 through 28, offerors will insert their Iraq non-standard distribution price for air movement for the first Tiered Pricing Period (a 24-month performance period, to include a 6-month ramp up) per the unit of measure (UoM) in column E.
17. In Column AB, Rows 6 through 28, offerors will insert their Iraq non-standard distribution price for air movement for the second Tiered Pricing Period (an 18-month performance period) per the unit of measure (UoM) in column E.
18. In Column AC, Rows 6 through 28, offerors will insert their Iraq non-standard distribution price for air movement for the third (final) Tiered Pricing Period (an 18-month performance period) per the unit of measure (UoM) in column E.
19. In Column AE, Rows 6 through 28, offerors will insert their Syria non-standard distribution price for air movement for the first Tiered Pricing Period (a 24-month performance period, to include a 6-month ramp up) per the unit of measure (UoM) in column E.
20. In Column AF, Rows 6 through 28, offerors will insert their Syria non-standard distribution price for air movement for the second Tiered Pricing Period (an 18-month performance period) per the unit of measure (UoM) in column E.
21. In Column AG, Rows 6 through 28, offerors will insert their Syria non-standard distribution price for air movement for the third (final) Tiered Pricing Period (an 18-month performance period) per the unit of measure (UoM) in column E.

SPE300-15-R-0042 Subsistence Prime Vendor Kuwait, Iraq, Syria, and Jordan – Attachment 1
Includes color-coded amendments: 1-Green, 2-Light Blue, 3-Purple, 4-Red, 5-Grey, 6-Dark Blue, 7-Orange, 8-Olive, 9- Lavender,
10-N/A, 11-Brown, 12-Aqua, 13-Dark Red, 14-Tan, 15-Light Green

Distribution Category Worksheet – Prepopulated or Calculated Fields:

Column	Description
B	Cat. # – Distribution Price category number
C	Category Description – description of the food category
D	# of Items in Category – number of items in the Market Basket that are cataloged within a specific Distribution Price Category
E	Distribution Price Category Unit of Measure – unit used to calculate the quantity in its respective category
F	Annual Quantity in UOM Listed in Column E – estimated annual quantity per UoM (Column E) for all items in the Market Basket that are cataloged within a specific category
AI/AJ AK/AL AM/AN AO	Annual Quantity Adjusted in UOM Listed in Column E – Standard and non-standard distribution quantities (standard, Iraq non-standard for ground movement with private security, Iraq non-standard for ground movement without private security, Iraq non-standard for air movement, Syria non-standard for ground movement with private security, Syria non-standard for ground movement without private security, and Syria non-standard for air movement, respectively)
AQ	Tier 1 Standard Distribution – total Standard Distribution Price per Distribution Price category for the tier 1 period (Column G * Column AI)
AR	Tier 2 Standard Distribution – total Standard Distribution Price per Distribution Price category for the tier 2 period (Column H * Column AI)
AS	Tier 3 Standard Distribution – total Standard Distribution Price per Distribution Price category for the tier 3 period (Column I * Column AI)
AU	Tier 1 Iraq Non-Standard Distribution price for Ground movement with Private Security – total Iraq Non-Standard Distribution for Ground movement with Private Security Price category for the tier 1 period (Column K*Column AJ)
AV	Tier 2 Iraq Non-Standard Distribution price for Ground movement with Private Security – total Iraq Non-Standard Distribution for Ground movement with Private Security Price category for the tier 2 period (Column L*Column AJ)
AW	Tier 3 Iraq Non-Standard Distribution price for Ground movement with Private Security – total Iraq Non-Standard Distribution for Ground movement with Private Security Price category for the tier 3 period (Column M*Column AJ)
AX	Tier 1 Syria Non-Standard Distribution price for Ground movement with Private Security – total Syria Non-Standard Distribution for Ground movement with Private Security Price category for the tier 1 period (Column O*Column AM)
AY	Tier 2 Syria Non-Standard Distribution price for Ground movement with Private Security – total Syria Non-Standard Distribution for Ground movement with Private Security Price category for the tier 2 period (Column P*Column AM)
AZ	Tier 3 Syria Non-Standard Distribution price for Ground movement with Private Security – total Syria Non-Standard Distribution for Ground movement with Private Security Price category for the tier 3 period (Column Q*Column AM)
BB	Tier 1 Iraq Non-Standard Distribution price for Ground movement without Private Security – total Iraq Non-Standard Distribution for Ground movement without Private Security Price category for the tier 1 period (Column S*Column AK)
BC	Tier 2 Iraq Non-Standard Distribution price for Ground movement without Private Security – total Iraq Non-Standard Distribution for Ground movement without Private Security Price category for the tier 2 period (Column T*Column AK)
BD	Tier 3 Iraq Non-Standard Distribution price for Ground movement without Private Security – total Iraq Non-Standard Distribution for Ground movement without Private Security Price category for the tier 3 period (Column U*Column AK)
BE	Tier 1 Syria Non-Standard Distribution price for Ground movement without Private Security –

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Includes color-coded amendments: 1-Green, 2-Light Blue, 3-Purple, 4-Red, 5-Grey, 6-Dark Blue, 7-Orange, 8-Olive, 9-Lavender, 10-N/A, 11-Brown, 12-Aqua, 13-Dark Red, 14-Tan, 15-Light Green

Column	Description
	total Syria Non-Standard Distribution for Ground movement without Private Security Price category for the tier 1 period (Column W*Column AN)
BF	Tier 2 Syria Non-Standard Distribution price for Ground movement without Private Security – total Syria Non-Standard Distribution for Ground movement without Private Security Price category for the tier 2 period (Column X*Column AN)
BG	Tier 3 Syria Non-Standard Distribution price for Ground movement without Private Security – total Syria Non-Standard Distribution for Ground movement without Private Security Price category for the tier 3 period (Column Y*Column AN)
BI	Tier 1 Iraq Non-Standard Distribution price for Air movement – total Iraq Non-Standard Distribution for Air movement Price category for the tier 1 period (Column AA*Column AL)
BJ	Tier 2 Iraq Non-Standard Distribution price for Air movement – total Iraq Non-Standard Distribution for Air movement Price category for the tier 2 period (Column AB*Column AL)
BK	Tier 3 Iraq Non-Standard Distribution price for Air movement – total Iraq Non-Standard Distribution for Air movement Price category for the tier 3 period (Column AC*Column AL)
BL	Tier 1 Syria Non-Standard Distribution price for Air movement – total Syria Non-Standard Distribution for Air movement Price category for the tier 1 period (Column AE*Column AO)
BM	Tier 2 Syria Non-Standard Distribution price for Air movement – total Syria Non-Standard Distribution for Air movement Price category for the tier 2 period (Column AF*Column AO)
BN	Tier 3 Syria Non-Standard Distribution price for Air movement – total Syria Non-Standard Distribution for Air movement Price category for the tier 3 period (Column AG*Column AO)

Element 3 – Item/Product Prices, using attachment 2, tab Market Basket and a supporting word document, which confirms the item description quoted

Attachment 2, tab Market Basket represents as a minimum 40% of the anticipated dollar value of this solicitation. The distribution category for each item has been pre-designated as indicated on the attachment 2, tab Market Basket, Column N. No changes may be made to an item's designated category. The estimated quantities for the items selected are indicated in Columns O-U and are for information and evaluation purposes only.

All offered items should match to the solicited LSN specification requirements to include item description, unit package size, units per purchase pack, grade or fabrication. If the offeror's proposed item does not adhere to the requirement, it may not be considered an acceptable item.

Meat items shall meet all the general and detailed requirements of the Government's item description in accordance with the IMPS or NAMPS equivalent. Regarding fat limitations, unless otherwise specified, the maximum average fat thickness shall be 0.25 inch, and trim, weight and thickness tolerances shall be as the specified quality grade.

Product prices entered on the Market Basket tab should match the supporting manufacturer's quote, see Element 4 below. Offerors shall not convert pricing to match the solicited LSN specification requirements when proposing an item. Any conversion will be done by DLA Troop Support and will be for evaluation purposes only.

1. For each item on the market basket tab, the offeror shall confirm in a separate word document if the item quoted is or is not an exact match to the market basket item description. For items offered as an exact match, "Exact Match" must be stated. For items that are not offered as an exact match, "Alternate Item" must be stated to include a full description of the quoted item. Also, the specific difference(s) between the requested item description and the quoted item description must be clearly explained.
2. Offerors shall complete column F, Rows 3 through 92, Evaluation Units per Unit of Measure (UOM) Offered. The evaluated units per UOM offered must be based on the submitted manufacturer's quote (see Element 4 below). This is the number of evaluation units of measure the Contractor is offering per case; e.g.,

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Includes color-coded amendments: 1-Green, 2-Light Blue, 3-Purple, 4-Red, 5-Grey, 6-Dark Blue, 7-Orange, 8-Olive, 9- Lavender, 10-N/A, 11-Brown, 12-Aqua, 13-Dark Red, 14-Tan, 15-Light Green

the number of pounds per case, gallons per case, etc. If offering the actual requirement, this number should match the number in column E.

3. Offerors shall complete column G, Rows 3 through 92, Quoted Product Price. The product price must be based on the submitted manufacturer's quote (see Element 4 below). **DO NOT deduct Food Show allowances** from the product price. **NAPA Discounts shall be deducted** from the product price; **however, the discount must be stated on the manufacturer's quote.**

4. Offerors shall complete column H, Rows 3 through 92, Case Price. Annotate either a "Y" for Yes, or an "N" for No whether the offered UOM is a case price.

5. Offerors shall complete column I, Rows 3 through 62 indicating if a product rice exception applies to the quoted product price in accordance with DLAD 52.216-9065(b)(3)(i) – (B) Contiguous United States (CONUS) based manufacturer, grower, or private label holder's product pricing; (C) Mandatory source item; (D) Prime Vendor table displays/decorations; or (E) A CONUS-based redistributor's price for a specific manufacturer's product with either a "Y" for Yes, or an "N" for No.

Market Basket – Prepopulated or Calculated Fields:

Column	Description
A	Line Item – item number in the Market Basket
B	Stock # – Local Stock Number (LSN) requirement
C	Item Description – basic concept of the item of supply within a specific federal supply class (FSC)
D	Item Description Unit of Measure – The exact unit of issue per item shown as each or pound
E	Evaluated Units per Units of Measure – the number of units that have historically been within the case currently purchased by DLA Troop
K	Distribution Price Category UoM as identified on the Distribution Category Worksheet tab
L	Quoted Product Price as adjusted for the number of evaluated units offered in column F
N	Distribution Category # - The distribution category number assigned to the market basket item.
O/P/Q/R	Annual Quantity Based on Offered Items – Column O-Kuwait/Iraq/Jordan estimated standard distribution quantity, Column P-Iraq estimated non-standard distribution quantity for ground movement with private security, Column Q-Iraq estimated non-standard distribution quantity for ground movement without private security, Column R-Iraq estimated non-standard distribution quantity for air movement.
S/T/U	Annual Quantity Based on Offered Items – Column S-Syria estimated non-standard distribution quantity for ground movement with private security, Column T-Syria estimated non-standard distribution quantity for ground movement without private security, Column U-Syria estimated non-standard distribution quantity for air movement.
W/X/Y/Z	Annual Quantity – Adjusted for Offered Item Size – Column W Kuwait/Iraq/Jordan adjusted standard distribution quantity, Column X Iraq adjusted non-standard distribution quantity for ground movement with private security, Column Y Iraq adjusted non-standard for ground movement without private security, Column Z Iraq adjusted non-standard for air movement.
AA/AB/AC	Annual Quantity – Adjusted for Offered Item Size – Column AA Syria adjusted non-standard distribution quantity for ground movement with private security, Column AB Syria adjusted non-standard for ground movement without private security, Column AC Syria adjusted non-standard for air movement.
AE-AK	Aggregate Product Price – Column AE Annual Product Price for Kuwait/Iraq/Syria/Jordan standard distribution, Column AF Annual Product Price for Iraq non-standard for ground movement with private security, Column AG Annual Product Price for Iraq non-standard for ground movement without private security, Column AH Annual Product Price for and Iraq non-standard for air movement, Column AI Annual Product Price for Syria non-standard for ground

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Includes color-coded amendments: 1-Green, 2-Light Blue, 3-Purple, 4-Red, 5-Grey, 6-Dark Blue, 7-Orange, 8-Olive, 9-Lavender, 10-N/A, 11-Brown, 12-Aqua, 13-Dark Red, 14-Tan, 15-Light Green

Column	Description
	movement with private security, AJ Annual Product Price for Syria non-standard for ground movement without private security, AK Annual Product Price for Syria non-standard for air movement.
AL	Brand Name Specific Items

Element 4 – Manufacturer Quotes

1. To substantiate the product prices submitted in response to element 3 above, the offeror shall submit the below quote sheet; one for each item in the market basket.

- The offeror shall distributed a copy of the below quote sheet to each individual manufacturer.
- The quote sheet is required to be completed by the manufacturer and returned to the offeror.
- The offeror shall submit the collective quote sheets in line item number sequence (1-90) along with its offer.

The Government may contact the manufacturer point of contact to confirm the provided information.

2. Manufacture quotes should reflect prices effective no earlier than December 18, 2015.

Note: An individual manufacturer's quoted price may expire before your offer expires. Your offer should be valid 240 days from the date specified for receipt of offers (initial or revised, which is later). Furthermore, the first post award catalog will be established at the award price. Product prices will only be eligible for change 30 days later in accordance with the economic price adjustment clause. Therefore, the risk of not being able to make your first set of purchases for the market basket items at the exact quoted price must be factored into your distribution price.

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Includes color-coded amendments: 1-Green, 2-Light Blue, 3-Purple, 4-Red, 5-Grey, 6-Dark Blue, 7-Orange, 8-Olive, 9- Lavender, 10-N/A, 11-Brown, 12-Aqua, 13-Dark Red, 14-Tan, 15-Light Green

OFFICIAL DLA TROOP SUPPORT OCONUS SUBSISTENCE QUOTE SHEET**MUST BE COMPLETED BY MANUFACTURER****Solicitation: SPE300-15-R-0042****Region: Kuwait, Iraq, Syria, and Jordan**

Offeror Name:	
Offeror Address:	

This is the official quote sheet for the above referenced solicitation and region. In order for this quote to be valid, all fields must be completed by the manufacturer (MFG). A completed copy of this sheet must accompany each offered item. This form may not be changed or alternated in any way other than by completing the required information.

MANUFACTURER INFORMATION:

MFG Name (Label and Parent Company):	
MFG POC for Military Sales (First and Last Name / Valid Phone Number and E-mail address):	
Date of quote	

ITEM INFORMATION:

Market Basket Stock Number	
Quoted Stock Number (if different from Market Basket item)	
MFG Item Description and Case Size	
Global Trade Item Number (GTIN)(or MFG SKU)	
Market Basket QTY and Unit of Measure	

PRICING INFORMATION:

A	FOB Origin Product Price, without exception, as appears on quote:	
B	DLAD 52.216-9065 Product Price Exception (Circle one A, B, C, D or E) as appears on quote:	
C	NAPA Discount, if applicable:	
D	Final Product Price without exception (A minus C = D):	
E	Final Product Price (B minus C = E):	
F	Time period Price Quote is effective:	
G	Payment Terms (Early payment discount no more than 2% / Early payment required within 10 days to obtain the discount):	

NOTE: 1) MFK SKU can only be used if GTIN is not available
 2) Block F must be valid through the first month of contract performance

Element 5 – Discounts, Rebates, Allowances or Other Similar Economic Incentives or Benefits

The offeror shall identify all discounts, rebates, allowances or other similar economic incentives or benefits that will be received by the contractor. These discounts, rebates, allowances or other similar economic incentives or benefits shall be reported monthly as identified in the management reports section of the statement of work.

THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ALL ASPECTS OF AN OFFEROR'S PRICE PROPOSAL.

(f). Submission Requirement – Joint Contingency Contracting System (JCCS) Registration – Volume IV

(1) All offerors and their proposed OCONUS subcontractors, at all tiers are required to register with JCCS as follows:

1. Go to www.jccs.gov
2. Read Registration Instructions
3. Enter Company and Financial Information
4. Enter Point of Contact Information
5. Registration Confirmation – User ID and Password Issued
6. Complete JCIIAS Vendor Questionnaire
7. Upload Documents

(2) All offerors are required to submit a listing of its proposed OCONUS subcontractors, at all tiers to the contracting officer with the submission of the proposal, and provide updates during discussions, as applicable if OCONUS subcontractors are added or removed. The listing must include the subcontractors name, JCCS Registration number or JCCS Registration status, and the product or service that will be provided. If no OCONUS subcontractors are expected to perform during the life of the contract, the offeror must submit a negative response to the Contracting Officer with its proposal.

ADDENDUM TO FAR 52.212-2 – EVALUATION – COMMERCIAL ITEMS

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

TECHNICAL PROPOSAL – TECHNICAL FACTORS (NON-PRICE COMPONENTS)

Factor I. Warehouse Location and Capacity

Factor II. Experience

Factor III. Quality Control, Assurance, and Warehouse Management System/Procedures

Factor IV. Resource Availability (Cash Flow, Equipment, and Carrier Agreements)

Factor V. Implementation and Management Plans

TECHNICAL PROPOSAL – PAST PERFORMANCE (NON-PRICE COMPONENT)

BUSINESS PROPOSAL/PRICING (PRICE COMPONENTS/SCENARIOS)

Price Component I – Weighted Aggregate Product Price

Price Component II – Aggregate Standard Distribution Price

Price Component III – Weighted Aggregate Non-Standard Distribution Price for Ground Movement within Iraq Inclusive of Private Convoy Security

Price Component IV – Weighted Aggregate Non-Standard Distribution Price for Ground Movement within Iraq without Private Convoy Security

Price Component V – Weighted Aggregate Non-Standard Distribution Price for Commercial Air Movement to Iraq

Price Component VI – Weighted Aggregate Non-Standard Distribution Price for Ground Movement within Syria Inclusive of Private Convoy Security

Price Component VII – Weighted Aggregate Non-Standard Distribution Price for Ground Movement within Syria without Private Convoy Security

Price Component VIII – Weighted Aggregate Non-Standard Distribution Price for Commercial Air Movement to Syria

Price Scenario I – To account for all price components when private convoy security is authorized

Price Scenario II – To account for all price components when private convoy security is not authorized

The Government will use Best-Value Continuum Procedures, specifically the Tradeoff Source Selection Process. This process allows the Government to accept other than the lowest priced proposal or other than the highest technically rated proposal to achieve a best value contract award.

Each of the Technical Factors I–V and Past Performance are of equal importance to each other and will be evaluated on a comparative basis among offerors. Technical Factors I–V and Past Performance are significantly more important than price. However, as proposals become more equal in their technical merit, the evaluated price becomes more important. Any offeror that receives an Unacceptable rating on any individual factor will be considered Technically Unacceptable and will not be eligible for award.

2. Add paragraph (d) as follows:

(d) Source Selection and Evaluation Procedures:

Evaluation Process – Evaluations for each volume of the proposal will be performed exclusive of one another. Factors I through V and Past Performance are considered technical factors and will be evaluated in accordance with the Technical Evaluation Process outlined below. Price will be evaluated in accordance with the Price Evaluation Process outlined below.

SPE300-15-R-0042 Subsistence Prime Vendor Kuwait, Iraq, Syria, and Jordan – Attachment 1

Includes color-coded amendments: 1-Green, 2-Light Blue, 3-Purple, 4-Red, 5-Grey, 6-Dark Blue, 7-Orange, 8-Olive, 9-Lavender, 10-N/A, 11-Brown, 12-Aqua, 13-Dark Red, 14-Tan, 15-Light Green

Technical Evaluation Process – Offerors are required to present all of their information in writing, as prescribed in the section of this solicitation entitled Submission Requirement – Technical Proposal – Volume II. Proposals so technically deficient as to make them technically unacceptable will be rejected as unacceptable. 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.

Evaluation Criteria – Section A – Factor I – Warehouse, Location, and Capacity

The Government will evaluate the offeror's proposed distribution network. The location of warehouses and facilities, as well as the nature of and risk attendant with the offeror's access to and control over said warehouses and facilities will be evaluated. Proposals containing CONUS facility locations that minimize time and/or costs to the Government's Defense Transportation System are likely to result in a higher rating than those that add time and/or costs. Proposals containing OCONUS facilities that are owned and existing as well as those with legally-binding long term lease agreements or commitments to enter into a long term agreement that provide full use of facilities conforming to the requirements of the solicitation are likely to result in a higher rating than a proposal containing a proposed or contingent arrangement, or one which provides only partial use of a facility or otherwise raises questions concerning whether the offeror will have complete facilities available or capacity for contract performance when needed. Proposals containing existing facilities that are owned by the offeror will be rated more favorably than those proposals providing facilities that are either under construction or leased due to the lower risk involved with ownership.

Each offeror's physical OCONUS facility(ies), 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.

Evaluation Criteria – Section A – Factor II - Experience

The Government will evaluate the offeror's record of Experience through its written proposal. If the offeror submits more than 5 comparable contracts, only the 5 highest dollar value contracts will be used for evaluation. The Government may contact the offeror's 1 to 5 points of contacts to confirm the provided information. In establishing what is relevant for experience, consideration shall be given to those aspects of an offeror's contract history which provide the most confidence that the offeror will satisfy the current procurement. Those aspects of relevancy include experience performing deliveries as a full line food service distributor, experience performing deliveries in contingency operations, dollar value, and number of customers.

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Includes color-coded amendments: 1-Green, 2-Light Blue, 3-Purple, 4-Red, 5-Grey, 6-Dark Blue, 7-Orange, 8-Olive, 9- Lavender, 10-N/A, 11-Brown, 12-Aqua, 13-Dark Red, 14-Tan, 15-Light Green

The estimated requirements of the solicited contract are as follows:

	Kuwait, Iraq, Syria& Jordan
Annual Dollar Value	\$137,906,259.67
Number of Customers Supported on a Routine Schedule	26

Evaluation Criteria – Section A – Factor III – Quality Control, Assurance, and Warehouse Management System/Procedures

The offeror's quality control and warehouse procedures will be evaluated to determine if the quality requirements of the instant solicitation will be met. Product movement procedures, warehouse management systems, inventory rotation methods, quality assurance positions, open date of pack labeling procedures, shelf life procedures, and warehouse management system access for Government personnel will be assessed.

Evaluation Criteria – Section A – Factor IV – Resource Availability (i.e., Cash Flow, Equipment, and Carrier Agreements)

The Government will evaluate each offeror's resources (i.e. financial assessment by the Defense Contract Management Agency, quantity and type of trucks and material handling equipment, plans and personnel utilized for maintaining and servicing vehicles and equipment, and carrier agreements) available to successfully meet the requirements of the instant solicitation. Proposals with adequate existing resources and agreements with carriers will generally be rated more favorably than those without.

Evaluation Criteria – Section A - Factor V – Implementation and Management Plans

The Government will evaluate each offeror's implementation plan from contract award to fully operational capability ("FOC") and seamless implementation. Proposals that are less dependent upon Government action will generally be rated more favorably. 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.

Evaluation Criteria – Section B – Past Performance

The Government will evaluate the offeror's record of Past Performance through its written proposal, Government in-house records (if applicable), and the information provided by the points of contact or references designated by the offeror. Government in-house records will be considered more reliable than information provided by other references. Government in-house records include, but are not limited to, Past Performance Information Retrieval System (PPIRS), Contractor Performance Assessment Reporting System (CPARS), information received through the Subsistence Total Order and Receipt Electronic System (STORES), and Customer Surveys.

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Includes color-coded amendments: 1-Green, 2-Light Blue, 3-Purple, 4-Red, 5-Grey, 6-Dark Blue, 7-Orange, 8-Olive, 9- Lavender, 10-N/A, 11-Brown, 12-Aqua, 13-Dark Red, 14-Tan, 15-Light Green

Note: The Government may contact the offeror's listed references to confirm the accuracy of the provided information as well as further survey the performance of the offeror. The Government may also obtain and use past performance information from sources other than those identified by the offeror, including those from publicly available, non-confidential sources.

There are two aspects to the past performance evaluation. The first is to evaluate whether each offeror's past performance is relevant to the performance requirements of the contract identified in the solicitation. The second aspect of the past performance evaluation is to determine how well the offeror performed on its prior contracts.

In establishing what is relevant for past performance, consideration shall be given to those aspects of an offeror's contract history which provide the most confidence that the offeror will satisfy the current procurement requirements. Those aspects of relevancy include similarity of experience performing as a full line food distributor in contingency operations, dollar value, and number of customers supported.

The estimated requirements of the solicited contract are as follows:

	Kuwait, Iraq, Syria& Jordan
Annual Dollar Value	\$137,906,259.67
Number of Customers Supported on a Routine Schedule	26

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 the market basket items. Included in this process is the evaluation of tier pricing periods. The purpose of the price evaluation are to provide a final evaluated price for use in the award decision, and to provide a basis for determining that the contract price is fair and reasonable. Price or cost realism will not be evaluated. The following business proposal/pricing factors will be used.

Price Component I – Weighted Aggregate Product Price

Calculated by multiplying each product price for all items in the selected market basket by its respective estimated quantity for each tiered pricing period and totaling the results, and then multiplying the resulting number by .30 for evaluation purposes only.

Price Component II – Aggregate Standard Distribution Price

Calculated by multiplying each standard distribution price by its respective estimated quantity for each tiered pricing period and totaling the results. This calculation is performed for all items in the selected market basket and for distribution categories 12-17, which do not have associated item product prices.

Price Component III – Weighted Aggregate Non-Standard Distribution Price for Ground Movement within Iraq Inclusive of Private Convoy Security

Calculated by multiplying each non-standard distribution price for ground movement within Iraq inclusive of private convoy security for all items in the selected market basket by its respective estimated quantity for each tiered pricing period and totaling the results, and then multiplying the resulting number by .95 for evaluation purposes only.

Price Component IV – Weighted Aggregate Non-Standard Distribution Price for Ground Movement within Iraq without Private Convoy Security

Calculated by multiplying each non-standard distribution price for ground movement within Iraq without private convoy security for all items in the selected market basket by its respective estimated quantity for each tiered pricing period and totaling the results, and then multiplying the resulting number by .95 for evaluation purposes only.

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Includes color-coded amendments: 1-Green, 2-Light Blue, 3-Purple, 4-Red, 5-Grey, 6-Dark Blue, 7-Orange, 8-Olive, 9-Lavender, 10-N/A, 11-Brown, 12-Aqua, 13-Dark Red, 14-Tan, 15-Light Green

Price Component V – Weighted Aggregate Non-Standard Distribution Price for Commercial Air Movement to Iraq

Calculated by multiplying each non-standard distribution price for commercial air movement to Iraq for all items in the selected market basket by its respective estimated quantity for each tiered pricing period and totaling the results, and then multiplying the resulting number by .05 for evaluation purposes only.

Price Component VI – Weighted Aggregate Non-Standard Distribution Price for Ground Movement within Syria Inclusive of Private Convoy Security

Calculated by multiplying each non-standard distribution price for ground movement within Syria inclusive of private convoy security for all items in the selected market basket by its respective estimated quantity for each tiered pricing period and totaling the results, and then multiplying the resulting number by .95 for evaluation purposes only.

Price Component VII – Weighted Aggregate Non-Standard Distribution Price for Ground Movement within Syria without Private Convoy Security

Calculated by multiplying each non-standard distribution price for ground movement within Syria without private convoy security for all items in the selected market basket by its respective estimated quantity for each tiered pricing period and totaling the results, and then multiplying the resulting number by .95 for evaluation purposes only.

Price Component VIII – Weighted Aggregate Non-Standard Distribution Price for Commercial Air Movement to Syria

Calculated by multiplying each non-standard distribution price for commercial air movement to Syria for all items in the selected market basket by its respective estimated quantity for each tiered pricing period and totaling the results, and then multiplying the resulting number by .05 for evaluation purposes only.

Price Scenario I – To account for all price components when private convoy security is authorized

Calculated by adding Price Components I, II, III, V, VI, and VIII and multiplying the total by .90 for evaluation purposes only.

Price Scenario II – To account for all price components when private convoy security is not authorized

Calculated by adding Price Components I, II, IV, V, VII, and VIII and multiplying the total by .10 for evaluation purposes only.

Total Evaluated Price

The aggregate distribution prices (Components II-VIII) are more important than the aggregate product prices (Component I) 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 the discussion of Component I above.

Aggregate non-standard distribution prices (Components III-VIII) are reduced, or weighted to account for the anticipated volumes of ground versus air movement. Thus for evaluation purposes only, the aggregate non-standard distribution prices (Components III-VIII) are reduced, or weighted, as stated in the discussion of Components III-VIII above.

Price scenarios (I and II) were developed to calculate the total evaluated price because ground movement inclusive of private convoy security is anticipated more than ground movement without private convoy security:

The total evaluated price is calculated by adding the results of Price Scenario I and Price Scenario II as described above. 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 the total evaluated price will be used as the evaluation component for the Business Proposals, individual product and distribution prices will be evaluated and individual outliers will be identified and reviewed to determine if offered prices are reasonable. The information requested on attachment 2 will be evaluated using price analysis techniques. The attachment 2 Market Basket was established to be used in the evaluation process. Offerors are required to submit a quote sheet for every item included with the Market Basket. After award, quotes for items not included in the market basket will be reviewed for authenticity, accuracy, and price reasonableness prior to inclusion of the item in the catalog.

To insure an objective price evaluation, the pricing of all offerors are to be based on the exact item in our schedule of items. When offerors qualify the salient characteristics of an item or items in the schedule and or when the government detects (through a relative pricing review and or a review of supporting invoices or quotes) that the pricing proposed is on an item which differs from the schedule of items description then the government reserves the right to employ remedies such as:

- (a) Where an insignificant number of items differ from the schedule of item descriptions, those items will be eliminated from the evaluation of all offerors;
- (b) Single serve items with small quantity differences may be evaluated without adjustment, as any additional quantity provides no additional value; and
- (c) Larger, generally case size items, with quantity differences may be evaluated on a per pound or similar basis.
- d) If a significant number of items differ from the schedule of item descriptions then the offeror may be eliminated from the competitive range or may be ineligible for award.

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Includes color-coded amendments: 1-Green, 2-Light Blue, 3-Purple, 4-Red, 5-Grey, 6-Dark Blue, 7-Orange, 8-Olive, 9-Lavender, 10-N/A, 11-Brown, 12-Aqua, 13-Dark Red, 14-Tan, 15-Light Green

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

Competitive Range Determination. If discussions are required, after initial evaluations are completed, the contracting officer will make a competitive range determination. The Government reserves the right to reduce the competitive range for efficiency. Offerors in the competitive range will be included in discussions. Offerors not in 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.



Subsistence Total Ordering and Receipt Electronic System (STORES)

EDI Implementation Guidelines

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

SECTION 1.0 GENERAL INFORMATION

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

SECTION 2.0 PRODUCTION PROCEDURES

- 2.1 TRANSMISSION SCHEDULES.....
- 2.2 PROBLEM RECOVERY.....

SECTION 3.0 EDI Guidelines.....

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

Section 1.0 General Information

1.1 DLA Troop Support EDI Test Contacts

Contact For	POC
EDI 832 (Catalog) Testing	<p>Bob Thistle – robert.thistle@dla.mil (215) 737-7558</p> <p>Charles Benn – charles.benn@dla.mil (215) 737-7318</p> <p>Lou Milano – louis.milano@dla.mil (215) 737-7315</p>
EDI 850 (Purchase Order) Testing	<p>Lou Milano – louis.milano@dla.mil (215) 737-7315</p> <p>Charles Benn – charles.benn@dla.mil (215) 737-7318</p>

EDI 810 (Invoice) Testing	Karen Conroy-Hegarty – karen.hegarty@dla.mil (215) 737-7550
DLA Transaction Services	Edi@dla.mil (937) 656-3333

1.2 *Electronic Data Interchange (EDI) – Testing Process*

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

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

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

Catalog files are transmitted to STORES through an electronic mailbox at DLA Transaction Services. Some vendors choose to use a Third Party VAN (VAN) to manage their catalogs. VANs are companies that specialize in the creation, maintenance and transmission of EDI files. When a VAN is used, vendors will provide stock item updates to the VAN, and that company will edit the catalog and transmit the file through DLA Transaction Services to STORES.

When vendors "go-live" and begin supplying items to customers, catalog updates are normally sent on a weekly basis for those items that have changed since the previous catalog submission.

Once catalogs have been approved, the next step in the test process is for a DLA Troop Support person to create and send an order (850) using the stock items from the received catalog. Vendors will then notify DLA that the order was successfully received and will create and send back an invoice (810) file. When DLA confirms that the 810 file was successfully received and processed, EDI Testing is deemed complete.

In production, orders are generated by customers either by manually keying the order directly into STORES or by uploading an order to STORES from one of the service systems. These orders are then translated into an 850 (purchase order) EDI file by STORES and sent through DLA Transaction Services to a vendor's electronic mailbox. Vendors should keep in mind that there are times when a customer could place more than one order in the same day.

Once a vendor receives an order from a customer, the order is filled and the requested stock items are shipped to the customer's delivery location. These locations are determined by the customer and can be a

dining facility, warehouse, depot, hospital, ship, child care center, or other facility. Note: Vendors should only deliver items that are on the order and should not substitute any similar items.

After the vendor has delivered the product, customers will verify shipment quantities and make any necessary adjustments to the receipt in STORES. Customers then send the receipt in STORES which generates an electronic validation of the receipt in the DLA Troop Support Financial System. This receipt is then matched to the vendor 810 (invoice) and all matching lines are paid. Any discrepancies between receipt and invoice must be researched before payment is made.

1.3 Transaction Sets

The EDI transaction sets listed below are described in detail in later sections of this guideline. Vendors must be able to support 832-Catalog, 850-Purchase Order and 810-Invoice file transmissions.

1.4 Networks

DLA Troop Support pays the network charges for delivery of the customer's documents to the network. The vendor will pay the charges for delivery of the customer's documents from the network to the vendor's system. Vendors may access the network by various means.

Section 2.0 Production Procedures

2.1 Transmission Schedules

Vendors should provide 832 catalog updates to DLA Troop Support before 12:00 Noon (EST) on Fridays each week so stock item changes may be reviewed prior to the update of all the weekly catalogs. Catalog updates sent after Noon on Friday will be reflected in the following weeks catalog update and may result in additional catalog pricing errors and erroneous payments. As mentioned earlier, outbound 850 purchase orders can be generated anytime during the day seven days a week. Therefore, vendors should be prepared to retrieve order data throughout the day.

2.2 Problem Recovery During Production

After moving into production mode, delays, omissions, duplicates or any other type of error have to be addressed promptly. In the unlikely event that a delay lasts longer than one day, DLA Troop Support customers will contact the vendor regarding the option to fax or email a copy of orders.

If the Interchange Control Number (ISA13 element) is received more than once, the vendor should not process the duplicate transmission. Although the DLA Troop Support standard software has the constraints to prevent sending out duplicate purchase orders, the vendor may still need to consider making a software check for purchase order numbers that may be inadvertently sent more than once.

The STORES Help Desk or DLA Troop Support Subsistence Contract Specialist and/or Account Manager should be contacted promptly with operational concerns related to purchase order and catalog transactions.

Section 3.0 EDI Guidelines

This EDI Guideline is to be used for new EDI partners of DLA Troop Support for the STORES System

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

3.1 832 Catalog (Vendor to DLA Troop Support)

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

NOTE:

DLA is in the process of migrating current EDI X12 Maps from their current version to an upgraded 4010 version. The details of this migration are not yet defined, but will be provided when available. All EDI capable vendors will be required to migrate to the new 4010 EDI X12 map version once it is made available.

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

Points of contact for 832 EDI Testing are:

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

Guidelines for 832 – Catalog

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
ST Transaction	ST01	Transaction Set Identifier Code Definition: A Transaction Set Identifier Code that classifies the EDI file as an 832 catalog Value: ["832"]	3 ID	M

Set Header	ST02	Transaction Set Control Number Definition: The Transaction Set Control Number. Value: [Transaction Set Control Number]	4-9 AN	M
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<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
BCT Beginning Element for Price/Sales Catalog	BCT01	Price Catalog Identifier Code Definition: Indicates the beginning of the Price Catalog transaction set Value: ["PC"]	2 ID	M
BCT Beginning Element for Price/Sales Catalog	BCT02	Contract Number Definition: Specifies catalog number information Value: [Contract Number]	13 AN	M
DTM Date/Time	DTM01	Effective Date of Change Definition: The code identifying the date and time of the catalog change Value: ["152"]	3 ID	M
DTM Date/Time	DTM02	Update-date (YYMMDD) Definition: The effective date of the catalog change Value: [YYMMDD]	Date	M
DTM Date/Time	DTM03	Update-time (HHMMSS) Definition: The effective time of the catalog change Value: [HHMMSS]	Time	M

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LIN Item	LIN01	Line number Definition: Sequential Line numbers for the items on the catalog. Value: [Line Number]	1-11 N	M
LIN Item	LIN02	Stock Number Identifier Code Definition: Code identifying the type of descriptive number used in LIN03. The code 'SW' indicates that LIN03 will hold the DLA Troop Support Stock Number for the item on the catalog. Value: ["SW"]	2 ID	M

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
LIN Item	LIN03	Stock number Definition: Identifying Code DLA Troop Support uses to identify an item on a catalog. Value: [Stock Number]	13 AN	M
LIN Item	LIN04	Vendor Part Identifier Code Definition: Code identifying the type of descriptive number used in LIN05. The code 'VP' indicates that LIN05 will hold the Vendor's Part Number for the item on the catalog. Value: ["VP"]	2 ID	M
LIN Item	LIN05	Part Number Definition: Identifying Code of the vendor's product on the catalog Value: [Part Number]	25 AN	M

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LIN Item	LIN06	Mutually Defined Identifier Code Definition: This is a constant 'ZZ' which indicates that the value in LIN07 is a mutually agreed upon code between the Vendor and DLA. Value: ["ZZ"]	2 ID	M
LIN Item	LIN07	update indicator Definition: The update indicator for an item on the catalog. 'C' for a Change or Add, or 'D' for Delete Value: ['C' or 'D']	1 AN	M
LIN Item	LIN08	Mutually Defined Identifier Code Definition: This is a constant 'ZZ' which indicates that the value in the LIN09 is a mutually agreed upon code between the Vendor and DLA. Value: ["ZZ"]	2 ID	M

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

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

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

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

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	REF03	DLA Troop Support Unique Indicator Definition: This element designates either ‘Y’=Yes the item is DLA Troop Support Unique or ‘N’=No the item is not DLA Troop Support Unique Value: [Either ‘Y’ or ‘N’]	1 AN	M
CTB Restrictions/ Conditions	CTB01	Ordering Restrictions Identifier Code Definition: This element specifies the	2 ID	M

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

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	PID02	General Description Identifier Code	3 ID	M
		Definition: This code of ‘GEN’ (General Description) indicates that PID05 will provide a general description of the line item.		
	PID03	Value: [“GEN”] Mutually Defined Identifier Code	2 ID	C ⁵
		Definition: This is a constant ‘ZZ’ which indicates that the value in PID07 is the Producer Price Index Categories Value: [“ZZ”]		
	PID04	Not Used		
	PID05	DLA Troop Support Item Description	80 AN	M
		Definition: The vendor will enter a general		

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
		description of the line item in this element. Value: [DLA Troop Support Item Description]		
	PID06	Not Used		
	PID07	Producer Price Index Categories Definition: Producer Price Index as defined by the bureau of labor statistics Value [Producer Price Index Categories]	1/15 AN	C ⁵
	PID08	DLA Troop Support Standards Acceptance Indicator Definition: This element designates either 'Y'=Yes, the vendor accepts that their provided item does not deviate in any way from the DLA Standardized Item Description, or 'N'=No, the vendor does not provide this guarantee. Value: [“Y” or “N”]	1 ID	M

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

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

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

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

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

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	MEA02	Plastic Identifier Code Definition: The code identifying the broad category to which a measurement applies. If the packaging is Plastic, a value of “VIN” is entered. (Total weight of plastic packaging for item) Value: [“VIN”]	3 ID	C ¹
	MEA03	Plastic Weight Value Definition: The Plastic Weight Value Value: [Plastic Weight Value]	9,2 Decimal	C ¹
	MEA04	Plastic Weight Unit of Measure Definition: The Plastic Weight Unit of Measure Value: [Plastic Weight Unit of Measure]	2 ID	C ¹

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

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P04 Item Physical Detail	MEA03	Glass Weight Value Definition: The Glass Weight Value Value: [Glass Weight Value]	9,2 Decimal	C ¹
	MEA04	Glass Weight Unit of Measure Definition: The Glass Weight Unit of Measure Value: [Glass Weight Unit of Measure]	2 ID	C ¹
	PO401	Units-per-purchase-pack Definition: The number of inner pack units per outer pack unit Value: [Units per purchase pack] Element Example: [24] Catalog Item Example: 24 -12 OZ CN	4 UI	M
	PO402	Package-size Definition: The size of supplier units in a pack Value: [Package Size] Example: [12] Catalog Item Example: 24 -12 OZ CN	8 Explicit Decimal 2 “12345.78”	M
	PO403	Package-unit-of-measure	2 AN	M

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

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

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
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		the item is part of the Prompt Payment Act Value: [“16”]		
	ITD02	Not Used		
	ITD03	Not Used		
	ITD04	Not Used		
	ITD05	Not Used		
	ITD06	Not Used		
	ITD07	Not Used		
	ITD08	Not Used		
	ITD09	Not Used		
	ITD10	Not Used		
	ITD11	Not Used		
	ITD12	Brand Name Definition: A description field that allows for entry of an items Brand Name Value: [Brand Name]	1-80 AN	M
LDT Lead Time	LDT01	Shelf Life Identifier Code Definition: This code identifies the LDT line as dealing with Lead Time/Shelf Life for a stock item. It is a mutually defined Lead Time Code, where AU = Shelf Life Value: [“AU”]	2 ID	O
	LDT02	Shelf Life Definition: A numeric value designating the Shelf Life (the number of months or days) of the product. Value: [Shelf Life]	3 Integer	O

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	LDT03	Shelf life Unit Definition: The unit of shelf life time – either months or days Value: [Either “MO” – Month or “DY”- Day]	2 ID	O
LDT Lead Time	LDT01	Lead Time Identifier Code	2 ID	O

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
		Definition: A lead time code of “AF” indicates lead time from purchase order (PO) date to required delivery date (RDD) Value: [“AF”]		
	LDT02	Required Lead Time in Days Definition: The numeric quantity of the Required Lead Time Quantity in Days Value: [Required lead time in days]	3 Integer	O
	LDT03	Calendar days Definition: A code of ‘DA’ indicates the time period is in “Calendar Days” Value: [“DA”]	2 ID	O
DTM Date/Time Reference	DTM01	Voucher Date Identifier Code. Definition: This code of ‘518’ indicates the Voucher Date of a manufacturing product purchased by the Prime Vendor Value: [“518”]	3 ID	C ⁴
	DTM02	MPA Purchase Date Definition: This field allows entry of the MPA Purchase Date (required for OCONUS MPA items) Value: [YYMMDD]	Date	C ⁴

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SAC Service, Promotion, Allowance or Charge Information	SAC01	Allowance Identifier Code Definition: This element is an allowance indicator Value: ["A"]	1 ID	C ²
	SAC02	NAPA Allowance Identifier Code Definition: This allowance code of "C260" indicates a 'Discount – Incentive (NAPA) Value: ["C260"]	4 ID	C ²

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

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	SAC05	Food Show Allowance Definition: The monetary amount of the Food Show Allowance Value: [Food Show Allowance \$]	10,2 Decimal Explicit	C ²
	SAC01	Allowance Identifier Code Definition: This element is an allowance indicator Value: ["A"]	1 ID	C ²
	SAC02	Promotional Allowance Identifier Code Definition: This allowance code of "C310" indicates a 'Discount – Promotional' Value: ["C310"]	4 ID	C ²
	SAC05	Promotional Allowance Definition: The monetary amount of the Discount – Promotional Allowance	10,2 Decimal Explicit	C ²

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
		Value: [Promotional Allowance]		
	SAC01	Charge Identifier Code Definition: This element is a charge indicator Value: ["C"]	1 ID	M

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	SAC02	Distribution Price Identifier Code Definition: This charge code of “C330” indicates a ‘Distribution Price’ Definition (Fixed Unit Price): This charge code of “C330” indicates a ‘Distribution Price’ (storage and/or handling fee) Value: [“C330”]	4 ID	M
	SAC03	Mutually Defined Identifier Code Definition: The mutually agreed upon Agency Qualifier Code (between the Vendor and DLA) Value: [“ZZ”]	2 ID	M
	SAC04	Distribution Price Category Code Definition: The Agency maintained Distribution Price Category Code identifying the charge. Definition (Fixed Unit Price): The Agency maintained Distribution Price (storage and/or handling fee) Category Code identifying the charge. For Fixed Unit Price (FUP) type contracts, where the item represents a Food Service Operating Supplies (FSOS) or a Producer Price Index (PPI) item, the value submitted should be “NA” Value: [Distribution Price Category Code]	4 AN	M
	SAC05	Distribution Price for Unit of Measure Definition: The monetary amount of the Distribution Price. If no Distribution Price is applicable, the value submitted should be 0.00.	10,2 Decimal Explicit	M

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
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Definition (Fixed Unit Price): The monetary amount of the Distribution Price (storage and/or handling fee). If no Distribution Price is applicable, the value submitted should be 0.00.

Value: [Distribution Price for Unit of Measure]

CTP Pricing Information	CTP01	Not used	2 ID	O
	CTP02	Standard Price Identifier Code Definition: The standard price identifier code Value: [STA]	3 ID	M
	CTP03	Unit price Definition: The unit price per unit of product. This price includes the distribution price per unit of measure, standard freight, and includes a reduction for all applicable allowances Definition (Fixed Unit Price): The unit price per unit of product. This price contains all elements of price including the distribution price (storage and/or handling fee) Value: [Unit Price]	10,2 Decimal Explicit	M
	CTP04	Catch weight multiple Definition: The Catch Weight multiple number of units (in pounds (lbs.)) that must be ordered to purchase one case of product Value: [Catch Weight Multiple Number of Units]	6 Integer (entered for catch weight items only) otherwise blank	C ³

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

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Information	CTP02	Product Price (Pertains to OCONUS contracts) / Delivered Price (Pertains to CONUS contracts) Identifier Code Definition: The price identifier code. Specifically the Manufacturer's unit price (Price excluding distribution price but includes standard freight and a reduction for all applicable allowances per unit of measure) Definition (Fixed Unit Price): The price identifier code. Specifically the unit price	3 ID	M
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<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
		excluding distribution price (storage and/or handling fee) Value: ["PRO"]		
	CTP03	Product Price (Pertains to OCONUS contracts) / Delivered Price (Pertains to CONUS contracts) Definition (Product Price): The Manufacturer unit price. This price excludes the distribution price but includes standard freight and a reduction for all applicable allowances per unit of measure Definition (Delivered Price): The unit price excluding distribution price (storage and/or handling fee) Value: [Product Price]	10 Explicit Decimal 2 R	M
CTP Pricing Information	CTP01	Not Used		

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

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

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

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

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

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

832 Example File:

ISA~00~ ~00~ ~ZZ~ABC ~ZZ~S39017 ~120312~1234~U~
00200~000000593~0~P~^_
GS~SC~ABC~S39017~120312~1234~587~X~003040
ST~832~100535
BCT~PC~SPM30010DXXXX
DTM~152~120312~1234
LIN~1~SW~892501E19XXXX~VP~100068~ZZ~C~ZZ~00
REF~ZZ~SO
REF~ZZ~FS~N
REF~ZZ~SK~01232
REF~ZZ~DU~N
PID~F~GEN~~~CANDY, CHOC COV PEANUTS, PAN-COATED, ASST COLORS, 48/1.00 OZ PG~~~Y
PO4~48~1.00~OZ~PG~~1.00~CS~10.00~CS
ITD~16~~~~~~MARS
LDT~AU~329~DY
LDT~AF~2~DA
SAC~A~C260
SAC~A~C300
SAC~A~C310
SAC~C~C330~ZZ~ 14~11.49
CTP~~STA~243.66~~CS~SEL~1~1
CTP~~PRO~100.00
LIN~2~SW~891501E09XXXX~VP~100041~ZZ~C~ZZ~03
REF~ZZ~SO
REF~ZZ~FS~N
REF~ZZ~SK~53181
REF~ZZ~DU~N
PID~F~GEN~~~RAISINS, SDLS, NAT, US GRA, 144/1.5 OZ PG~~~Y
PO4~144~1.00~OZ~PG~~10.00~CS~100.00~CS
ITD~16~~~~~~REGENT
LDT~AU~546~DY
LDT~AF~2~DA
SAC~A~C260
SAC~A~C300
SAC~A~C310
SAC~C~C330~ZZ~ 14~11.49
CTP~~STA~10.00~~CS~SEL~1~1
CTP~~PRO~10.00
LIN~3~SW~892501E19XXXX~VP~181164~ZZ~C~ZZ~00
REF~ZZ~SO

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REF~ZZ~FS~N

REF~ZZ~SK~65CLGF

REF~ZZ~DU~N

PID~F~GEN~~~HONEY, WHITE, US GRADE A, 5 LB CO, 6/CS~~~Y

PO4~6~1.00~LB~CO~~10.00~CS~100.00~CS

ITD~16~~~~~AMERICAN BOUNTY

LDT~AU~728~DY

LDT~AF~2~DA

SAC~A~C260

SAC~A~C300

SAC~A~C310

SAC~C~C330~ZZ~ 22~12.63

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

CTP~~PRO~10.00

CTT~3

SE~54~100535

GE~1~587

IEA~1~000000593

3.2 850 Purchase Order Version 3040 (Customer to Vendor)

All food ordering sites will use the 850 Purchase Order. Once the order is complete, the user will send the 850 to the vendor. Orders may be sent any number of times during the day.

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

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

Points of contact for 850 EDI Testing are:

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

Guidelines for 850 – Purchase Order

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

	BEG02	Purchase Order Type Code Definition: This is the Purchase Order Type Code and the value of 'NE' indicates that this is a new Order. Value: ["NE"]	2 A
--	--------------	---	-----

Segment	Element	Definition / Value	Size
	BEG03	Purchase Order Number Definition: This is the purchase order number for the current order. Value: [Purchase Order Number]	14 AN
	BEG04	Contract Order Number Definition: This is the Release Number; it holds the contract-order-number which is an alpha-numeric value. Value: [Contract Order Number]	4 AN
	BEG05	Contract Order Date Definition: This is the Date the order was created. Value: [Contract Order Date]	date
	BEG06	Contract Number Definition: This is the contract number field and it holds the contract number for the contract that the customer will order from when placing orders. Value [Contract Number]	13 AN

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DTM Date/Time Reference	DTM01	Delivery Requested Definition: This is a constant value of ‘002’ to indicate delivery requested. Value: [“002”]	3 AN
	DTM02	Required Delivery Date Definition: This is the required delivery date for the items on the purchase order. Value: [Required Delivery Date]	6 AN

Segment	Element	Definition / Value	Size
N1 Name	N101	Ship To Definition: The constant value “ST” is required in this segment. Value: [“ST”]	2 A
	N102	Not Used	
	N103	Department of Defense Activity Address Code (DoDAAC) Definition: The constant value “10” is required and indicates the next segment hold the DoDAAC. Value: [“10”]	2 AN
	N104	Ship To Dodaac Definition: This is the DoDAAC of the Ship To Address of the location to where the items will be shipped. Value: [Ship To Dodaac]	6 AN

N2 Additional Name Information	N201	Ship To Facility Name or Number Definition: This is the facility name or number of the location to where the items will be shipped. Value: [Ship To Facility Name or Number]	35 AN
	N202	Ship To Building Name Or Number Definition: This is the building name or number of the location to where the items will be shipped. Value: [Ship To Building Name Or Number]	35 AN
N3 Address Information	N301	Ship To Address-1 Definition: This is the first line address of	35 AN

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

	N402	Ship To State Definition: This is the State of the ship to location for the items that will be shipped. Value: [Ship To State]	2 AN
	N403	Ship To Zip Definition: This is the Zip Code of the ship to location for the items that will be shipped. Value: [Ship To Zip]	9 UI
PO1 Baseline Item	PO101	Line Item Number Definition: This is the line item number for the item on the order. This is a sequential number for each new order. Value: [Line Item Number]	4 UI
	PO102	Quantity Definition: This is the quantity ordered for the item.	5 UI

Segment	Element	Definition / Value	Size
		Value: [Quantity]	
	PO103	Unit of Measure Definition: The standard Unit of Measure Value: [Unit of Measure]	2 AN

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	PO104	Vendor Selling Price Definition: This is the vendor's selling price for the item Value: [Vendor Selling Price]	10 explicit decimal 2 "1234567.90"
	PO105	Not Used	
	PO106	Vendor Part Number Definition: This is a constant value of "VP". This value indicates that the next segment will hold the vendor's part number. Value: ["VP"]	2 AN
	PO107	Vendor Part Number Definition: This is the vendor's part number for the item being ordered. Value: [Vendor Part Number]	25 AN
	PO108	Stock-Number Definition: This is a constant value of "SW". This value indicates that the next segment will contain the DLA stock number. Value: ["SW"]	15 AN
	PO109	Stock Number Definition: This is the DLA stock number for the item being ordered.	15 AN

Segment	Element	Definition / Value	Size
		Value: [Stock Number]	

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	PO110	<p>Mutually Defined</p> <p>Definition: This is a constant value of ‘ZZ’ and it means that the next element is mutually defined element between DLA Troop Support and the STORES EDI vendor.</p> <p>Value: [“ZZ”]</p>	
	PO111	<p>FIC</p> <p>Definition: This is the Food Identification Code (FIC). The FIC is used by Navy ordering sites only. It is the identification code used to identify an item on the catalog or order.</p> <p>Value: [FIC]</p>	3 AN
PID Production/Item Description	PID01	<p>Free Form</p> <p>Definition: The code indicating the format of the DLA Troop Support Item Description.</p> <p>Value: [“F”]</p>	
	PID02	Not Used	
	PID03	Not Used	
	PID04	Not Used	
	PID05	<p>DLA Troop Support Item Description</p> <p>Definition: This is the DLA Troop Support item description of the item that is on the order. The description is taken from the DLA Troop Support catalog.</p> <p>Value: [DLA Troop Support Item Description]</p>	80 AN
CTT Transaction Totals	CTT01	<p>Line Item Number</p> <p>Definition: This is the total number of line items in the purchase order.</p>	4 UI

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

850 Example File:

```

ISA*00*          *00*          *ZZ* CHUCK1          *ZZ*STORES          *120214*2103*U*00200*000001161*0*P*<~
GS*PO*CHUCK1*STORES*120214*2103*1161*X*003040
ST*850*000000001
BEG*00*NE* CHUCK120455695*025N*120214*SPM30011DXXXX
DTM*002*120221
N1*ST*SAM CAFE*10* CHUCK1
N2*SAM CAFE*BLDG# 335
N3*SAM CAFE*A1C REEDY
N4*Philadelphia*PA*19111
PO1*0086*88*LB*1.97**VP*11111*SW*891501E213585*ZZ*V03
PID*F****APPLES, EATING, RED, SWT, FRESH, BU
PO1*0087*88*LB*2.06**VP*2222*SW*891501E213586*ZZ*V04
PID*F****APPLES, EATING, YELLOW, FRESH, BULK
PO1*0088*81*LB*.8**VP*33333*SW*891501E213590*ZZ*V11

```

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PID*F****BANANAS, FRESH, BULK, BUY IN 1 LB I

PO1*0089*108*LB*.83**VP*44444*SW*891501E211702

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

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PO1*0090*4*CS*20.94**VP*55555*SW*891001E299881*ZZ*U47

PID*F****CHEESE, COTTAGE, CHL, ESL, SMALL CU

PO1*0091*11*LB*3.25**VP*66666*SW*891501E213599*ZZ*V

42

PID*F****CUCUMBERS, BULK, FRESH, US NO. 1

GR

PO1*0092*36*LB*2.28**VP*77777*SW*891501E213

252

PID*F****GRAPES,FRESH,RED,GLOBE,BULK,US NO.

PO1*0093*54*LB*.99**VP*88888*SW*891501E213604*ZZ*V

61

PID*F****HONEYDEW MELONS, FRESH, BULK, US NO

PO1*0094*28*LB*3.33**VP*99999*SW*891501E213605*ZZ*V66

PID*F****KIWIFRUIT, FRESH, BULK, US GR NO. 1

PO1*0095*72*LB*2.37**VP*12222*SW*891501E213607*ZZ*V69

PID*F****LETTUCE, ICEBERG, FRESH, BULK, US N

PO1*0096*11*LB*2.95**VP*21222*SW*891501E213614*ZZ*V

87

PID*F****ONIONS, GREEN, FRESH, US NO. 1 GR,

PO1*0097*88*LB*.67**VP*32333*SW*891501E310

466

PID*F****ONIONS, YELLOW, LG, DRY, BUY IN 1 L

PO1*0098*22*LB*3.94**VP*43444*SW*891501E213620*ZZ*W

02

PID*F****PEPPERS, BELL, SWT, FRESH, US NO 1

PO1*0099*66*LB*1.07**VP*54555*SW*891501E213622*ZZ*W07

PID*F****PINEAPPLE, FRESH, BULK, US NO. 1 GR

PO1*0100*66*LB*.85**VP*65666*SW*891501E211

782

PID*F****POTATOES, FRESH, MAYQUEEN 2L, US#1

PO1*0101*44*LB*.82**VP*17777*SW*891501E213626*ZZ*W15

PID*F****POTATOES, WHITE, FRESH, FOR BAKING,

PO1*0102*72*LB*3.08**VP*32888*SW*891501E2117

85

PID*F****TOMATOES, FRESH, LARGE, US#1 OR LOC

PO1*0103*18*CS*6.6**VP*88865*SW*891001E391626*ZZ*U

95

PID*F****YOGURT, REG, VARIETY, CHL, ESL, FRU

PO1*0104*34*LB*1.14**VP*65555*SW*891501E213601*ZZ*V

54

PID*F****GRAPEFRUIT, FRESH, US NO. 1 GRADE,

PO1*0105*190*LB*1.21**VP*867567676*SW*891501E213615*ZZ*V89

PID*F****ORANGES, FRESH, ANY VARIETY EXCEPT

PO1*0106*44*LB*1.37**VP*32323111*SW*891501E213633*ZZ*W3

9

PID*F****TANGERINES, FRESH, BULK, US NO. 1 G

CTT*21*2038.4

SE*51*000000001

GE*1*1161

IEA*1*000001161

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3.3 810 INVOICE - VERSION 3040/3050

This Draft Standard for Trial Use contains the format and establishes the data contents of the Invoice. Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. The transaction set can be used to provide for customary and established business and industry practice relative to the billing for goods and services provided.

Certain data segments will require data transmitted as it appears on the Purchase Order. .

Points of contact for 810 Invoice Testing are:

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

Guidelines for 810 – Invoices

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

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

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

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	N102	Customer Name Definition: The Customer Name Value: [Customer Name]	1/35 AN	M
	N103	Identification Code Qualifier Definition: This Identification Code will always be '10', designating it as a Dept of Defense Activity Address Code (DoDAAC) Value: ["10"]	1/2 AN	M

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
	N104	Ship To DoDAAC Definition: The Ship-To DoDAAC for the invoice. Value: [Ship To DoDAAC]	6/6 AN	M
Reference Numbers (REF)	REF01	Reference I.D. Qualifier Definition: This Reference Number Qualifier will always be 'RQ', the code for Purchase Requisition Number Value: ["RQ"]	2/2 ID	M
	REF02	Purchase Order Number Definition: The Purchase Order Number (or Reference ID) Value: [PO Number]	14/14 AN	M

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

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
	IT102	Quantity Invoiced Definition: The quantity of supplier units invoiced Value: [Numeric quantity]	1/10 R	M
	IT103	Unit or Basic Measurement Definition: The unit of measurement Value: [Unit of measurement]	2/2 ID	M
	IT104	Price-extended CLIN Definition: Price-extended for CLIN, quantity invoiced * price. Value: [Price per unit]	1/14 R	M

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	IT105	Not Used		
	IT106	Product/Service I.D. Qualifier Definition: This Product ID Qualifier will always be 'FS', designating a National Stock Number Value: ["FS"]	2/2 ID	M
	IT107	Product/Service I.D. NSN Definition: The Product ID/NSN (National Stock Number) Value: [National Stock Number]	13/13 AN	M
	IT108	Product/Service I.D. Qualifier Definition: The mutually agreed upon transaction set product qualifier code. Value: ["ZZ"]	2/2 ID	C
	IT109	Product/Service I.D. Definition: The identifying code for a prime vendor Value: ["PV"]	2/2 AN	C

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
	IT110	Vendor Number Definition: The code specifying the next element will display the Vendor's Item Number Value: ["VN"]	2/2 ID	O
	IT111	Vendor Item Number Definition: The Vendor's Item Number identifying the item on the invoice Value: [Vendor Item Number]	1/30 AN	C

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Total Monetary Value Summary (TDS)	TDS01	Amount of Total Invoice Definition: The total invoice amount Value: [Invoice Amount]	1/10 N2	M
Transaction Totals (CTT)		Number of line items invoiced Definition: The total number of line items invoiced Value: [Number of line items invoiced]	1/6 No	M
SE Segment Elements	SE01	Number of included segments Definition: Total number of segments in the 810 Value: [Number of included segments]	1/10 No	M
	SE02	Transaction Set Control Number Definition: The unique identifying control number for the 810 transaction set Value: [Transaction Set Control Number]	4/9 AN	M

810 Invoice Example

ISA*00* *00* *ZZ*COMPANYABC *ZZ*DTDN
 *20120301*0900*U*00401*000129756*I*P*>
 GS*IN*COMPANYABC*HBSUB*20120301*0900*129756*X*
 004010
 ST*810*0001
 BIG*20120301*281082**SPM300010DXXXX*642T*
 *DI*ZZ N1*ST*HEYRATAN*10*WZZZZZ
 REF*RQ*WYYYYY20430641
 DTM*011*120301

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

SPE300-15-R-0042 Subsistence Prime Vendor Kuwait, Iraq, Syria, and Jordan – Attachment 1

Includes color-coded amendments: 1-Green, 2-Light Blue, 3-Purple, 4-Red, 5-Grey, 6-Dark Blue, 7-Orange, 8-Olive, 9-Lavender, 10-N/A, 11-Brown, 12-Aqua, 13-Dark Red, 14-Tan, 15-Light Green

Subsistence 864 Inventory Reporting

Example of 864 Transaction and MSG Segment Layout

Data delimited with the pipe (|) symbol.

ST*864*000000001

BMG*00*INVENTORY REPORT

DTM*097*20110330*064640

N1*FR*COMPANY A*33*CAGEC

N1*TO**10*SC0500

MIT*001*INVENTORY REPORT

MSG*895001E098779|PV|123A|6|0|1|1|13.00|12.42|11.87|12.04|645|FT9455|1531413|08009809
9878787|Y|343|R|156|TEST DESCRIPTION

890123456789012345|23.43|145|Y|A|CS|Y|61414187001121

MSG*894001E591135|PV|234B|2|108|324|17|10.50|9.87|8.88|9.01|78|FT9455|1481169|0980039
9333667|Y|265|X|129|TEST DESCRIPTION

890123456789012345|263.87|4351|N|A|CS|N|64264441772555

MSG*894001E190210|PV|675C|151|50|0|22|12.75|12.34|11.99|12.10|193|FT9455|800078|00987
7668844|N|110|X|98|TEST DESCRIPTION 890123456789012345|45.1|98325|N|I|CS|Y|621466552286

MSG*891501E297578|PV|189D|3|0|0|3|9.15|8.88|8.05|8.55|67|FT9455|820100|09006999605758
505858|Y|65|R|33|TEST DESCRIPTION 890123456789012345|421.65|145|Y|A|CS|N|624472266451

SE*11*000000001

864 MSG Segment Format:

#	Column Name	Column Length	DEFINITION	VALID ENTRIES
1	NSN	13	National Stock Number	Government Stock Number
2	Item Category	3	Type Category Code	Either PV, GFM or LMR
3	Distribution Fee Category	4	Vendor Internal Category	Vendor Internal Reference Number NTE 4 positions
4	Stock-On-Hand	10	Quantity of Item On-Hand	Numeric NTE 10 positions, No Commas
5	In-Transit	10	Quantity In-Transit	Numeric NTE 10 positions, No Commas
6	On-Order	10	Quantity On-Order	Numeric NTE 10 positions, No Commas
7	In-Demand	10	Quantity Demand	Numeric NTE 10 positions, No Commas
8	Item Unit Price	7	Item Unit Price	Numeric NTE 7 positions,

SPE300-15-R-0042 Subsistence Prime Vendor Kuwait, Iraq, Syria, and Jordan – Attachment 1

Includes color-coded amendments: 1-Green, 2-Light Blue, 3-Purple, 4-Red, 5-Grey, 6-Dark Blue, 7-Orange, 8-Olive, 9-Lavender, 10-N/A, 11-Brown, 12-Aqua, 13-Dark Red, 14-Tan, 15-Light Green

				No Commas
9	Product Price	7	Product Price of Item	Numeric NTE 7 positions, No Commas. Decimal explicit (must be sent)
10	Distributor Price	7	Distributor Unit Price of Item	Numeric NTE 7 positions, No Commas. Decimal explicit (must be sent)
11	Premium Distributor Price	7	Premium Distributor Unit Price of Item	Numeric NTE 7 positions, No Commas. Decimal explicit (must be sent)
12	Cases Filled	10	Number of Cases Filled this period	Numeric NTE 10 positions, No Commas
13	Inventory Location	6	Actual Location of Items (DODAAC)	Alpha/numeric data
14	Vendor Code	15	Vendor Internal Item Number	Alpha/numeric data NTE 15 positions
15	SKU Field	25	SKU Number	Alpha/numeric data NTE 25 positions
16	MLL	1	Master Load List Number	Alpha/numeric data NTE 1 position; Y or N
17	Stock on Hold	10	Quantity on Hold	Alpha/numeric data NTE 10 position
18	Hold Reason Code	1	Hold Reason	R = recalled; X = expired
19	In Transfer	10	Quantity in Transfer	Alpha/numeric data NTE 10 position
20	Item Description	35	Item Descriptive Data	Alpha/numeric data NTE 35 positions
21	Cube	5	Item cubic size	Numeric NTE 5 positions. No Commas. Decimal explicit (must be sent)
22	Gross Weight	5	Item weight	Numeric NTE 5 positions
23	Category	1	New Item Category	Y = yes; N = no
24	Item Status	1	Status of item	A = active; I = inactive
25	Unit of Measure	2	Item's Unit of Measurement Code	CS = cases (always reported in cases)
26	Mandatory Status	1	Item's Mandatory Status Code	Y = yes; N = no
27	Global Trade Item Number	14	Item's Global Trade Item Number	Numeric data NTE 14 positions

SPE300-15-R-0042 Subsistence Prime Vendor Kuwait, Iraq, Syria, and Jordan – Attachment 1
Includes color-coded amendments: 1-Green, 2-Light Blue, 3-Purple, 4-Red, 5-Grey, 6-Dark Blue, 7-Orange, 8-Olive, 9-Lavender, 10-N/A, 11-Brown, 12-Aqua, 13-Dark Red, 14-Tan, 15-Light Green

Example Format of Output File

DTM02|N104|N102|MSG01|MSG02|MSG03|MSG04|MSG05|MSG06|MSG07|MSG08|MSG09|MSG10|MSG11|MSG12|MSG13|MSG14|MSG15|MSG16|MSG16|MSG17|

MSG18|MSG19|MSG20|MSG21|MSG22|MSG23|MSG24|MSG25|MSG26|MSG27

Translated Output would look similar to this:

Output file data delimited with the pipe (|) symbol.

20110330|CAGEC|COMPANY A|895001E098779|PV|123A|6|0|1|1|13.00|12.42|11.87|12.04|645|
FT9455|1531413|080098099878787|Y|343|R|156|TEST DESCRIPTION
890123456789012345|23.43|145|Y|A|CS|Y|61414187001121

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

20110330|CAGEC|COMPANY
A|894001E190210|PV|675C|151|50|0|22|12.75|12.34|11.99|12.10|193|FT9455|800078|009877668844|N|
110|X|98|TEST DESCRIPTION 890123456789012345|45.1|98325|N||CS|Y|621466552286

20110330|CAGEC|COMPANY
A|891501E297578|PV|189D|3|0|0|3|9.15|8.88|8.05|8.55|67|FT9455|820100|09006999605758505858|Y|6
5|R|33|TEST DESCRIPTION 890123456789012345|421.65|145|Y|A|CS|N|624472266451

Document Changes:

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