

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 100040412	PAGE 1 OF 268		
2. CONTRACT NO. SPE300-22-D-4091	3. AWARD/EFFECTIVE DATE See Box 31c	4. ORDER NUMBER	5. SOLICITATION NUMBER SPE300-15-R-0042	6. SOLICITATION ISSUE DATE 2015 DEC 18			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME			
9. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Local Admin: Charmaine Ford DCW0009 Tel: DSN-312-440891 Email: Charmaine.Ford@dla.mil		CODE SPE300	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 311812 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD:				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS Net 30 days		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING			
15. DELIVER TO SEE SCHEDULE		CODE	16. ADMINISTERED BY SEE BLOCK 9 Criticality: PAS : None				
17a. CONTRACTOR/ OFFEROR KGL FOOD SERVICES WLL AL JAHRA ROAD AND GHAZALI BRIDGE SHUWAKH 130106 KUWAIT	CODE SEM83	FACILITY CODE	18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA				
TELEPHONE NO. +965.9731157		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>					
		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	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 depending on the length of ramp up). The second tier shall be an 18 month performance period immediately following the first tier. The third and final tier will be an 18 month performance period directly following the second tier. Tier 1 - November 2, 2021 - November 1, 2023 Tier 2 - November 2, 2023 - May 2, 2025 Tier 3 - May 3, 2025 - November 2, 2026						
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$689,531,298.37			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. SPE30015R0042 OFFER DATED 2020-Nov-13 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH , HEREIN IS ACCEPTED AS TO ITEMS: ALL			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) SHUSTER,JAMIE.L Digitally signed by SHUSTER,JAMIE.L Date: 2021.11.02 17:11:51 -0400				
30b. NAME AND TITLE OF SIGNER (Type or Print) Sam khatib General Manager		30c. DATE SIGNED Nov 2, 2021	31b. NAME OF CONTRACTING OFFICER (Type or Print) Jamie Shuster		31c. DATE SIGNED 11/2/2021		

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NOTE: Solicitation SPE300-15-R-0042, to include solicitation amendments 0001 through 0016, are incorporated into this contract document. Certain solicitation clauses and procurement language may have been updated as reflected below. The KGL final offer dated November 13, 2020 which is being accepted by the Government to form this contract, is incorporated by reference into this contract. In addition, KGL is required to complete its transition in accordance with its proposal submissions.

52.204-24 - Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications- Commercial Items.

(1) *Definitions.* As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(2) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(1) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use

performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(2) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(3) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

(d) *Representations.* The Offeror represents that—

(1) It [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It [] does, [] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors

relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in par(End of provision)

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People’s Republic of China. Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou

Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(1) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(2) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(b) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered

telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

**52.212-4 – CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JAN 2017)
FAR**

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

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

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

(g) *Invoice.*

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

-

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

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

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

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

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

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

performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts;

18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

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

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

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

(A) Change the name in the SAM database;

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

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

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

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

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

(u) Unauthorized Obligations.

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

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

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

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

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

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

(End of Clause)

Addendum to 52.212-4:

The following paragraph of 52.212-4 is amended as indicated below:

Paragraph (t), System for Award Management.

Add the following paragraph:

(a) Definitions.

“System for Award Management (SAM) database” means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes.

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

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or Government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

“Unique Entity Identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

“Registered in the System for Award Management database” means that—

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Contractor and Government Entity (CAGE) code, as well as date required by the Federal Funding Accountability and Transparency Act of 2006, into the SAM database;

(2) The Offeror has completed the Core Data, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service. The Offeror will be required to provide consent for TIN validation to the Government as part of the SAM registration process.

(4) The Government has marked the record “Active”.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (NOV 2017) FAR

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

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate.]

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

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

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

(4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

(6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

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

(10) [Reserved]

(11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

(ii) Alternate I (Nov 2011) of 52.219-3.

(12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

(ii) Alternate I (Jan 2011) of 52.219-4.

(13) [Reserved]

(14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

(ii) Alternate I (Nov 2011).

(iii) Alternate II (Nov 2011).

(15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

(17) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637 (d)(4)).

(ii) Alternate I (Nov 2016) of 52.219-9.

(iii) Alternate II (Nov 2016) of 52.219-9.

(iv) Alternate III (Nov 2016) of 52.219-9.

(v) Alternate IV (Nov 2016) of 52.219-9.

- (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (28) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

(36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).

(37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

(38) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514)

(ii) Alternate I (Oct 2015) of 52.223-13.

(39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-14.

(40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

(41) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-16.

(42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

(43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

(44) 52.223-21, Foams (Jun 2016) (E.O. 13696).

(45) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(ii) Alternate I (Jan 2017) of 52.224-3.

(46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

(47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C.

4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I (May 2014) of 52.225-3.

___ (iii) Alternate II (May 2014) of 52.225-3.

___ (iv) Alternate III (May 2014) of 52.225-3.

___ (48) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (49) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

X (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

___ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (55) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (56) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).

___ (60) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

[Contracting Officer check as appropriate.]

___ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

___ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

___ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

___ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

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

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

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

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

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

(e)

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

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

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vi) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

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

(xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xii) (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

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

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvii) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

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

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

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

(xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of Clause)

252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016) DFARS

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

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered defense information” means unclassified controlled technical information or other information (as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>) that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is—

- (1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or
- (2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS [252.227-7013](#), Rights in Technical Data-Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Restrictions.* The Contractor agrees that the following conditions apply to any information it receives or creates in the performance of this contract that is information obtained from a third-party’s reporting of a cyber incident pursuant to DFARS clause [252.204-7012](#), Safeguarding Covered Defense Information and Cyber Incident Reporting (or derived from such information obtained under that clause):

- (1) The Contractor shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the Government in support of the Government’s activities related to clause [252.204-7012](#), and shall not be used for any other purpose.
- (2) The Contractor shall protect the information against unauthorized release or disclosure.
- (3) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of the information.
- (4) The third-party contractor that reported the cyber incident is a third-party beneficiary of the non-disclosure agreement between the Government and Contractor, as required by paragraph (b)(3) of this clause.
- (5) A breach of these obligations or restrictions may subject the Contractor to—
 - (i) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and
 - (ii) Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third party beneficiary of this clause.

(c) *Subcontracts.* The Contractor shall include this clause, including this paragraph (c), in subcontracts, or similar contractual instruments, for services that include support for the Government’s activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items, without alteration, except to identify the parties.

(End of clause)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016) DFARS

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

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered contractor information system” means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Covered defense information” means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is—

- (1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or
- (2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and

printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

“Rapidly report” means within 72 hours of discovery of any cyber incident.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS [252.227-7013](#), Rights in Technical Data— Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Adequate security*. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause [252.239-7010](#), Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the

security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information

in Nonfederal Information Systems and Organizations” (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor’s requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to

those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) *Cyber incident reporting requirement.*

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) *Malicious software.* When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
- (5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at [252.204-7009](#), Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government’s use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor’s responsibility for other safeguarding

or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts*. The Contractor shall—

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to—

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016) DFARS

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

“Computer software” means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

“Litigation support” means administrative, technical, or professional services provided in support of the Government during or in anticipation of litigation.

"Litigation support contractor" means a contractor (including its experts, technical consultants, subcontractors, and suppliers) providing litigation support under a contract that contains the clause at [252.204-7014](#), Limitations on the Use or Disclosure of Information by Litigation Support Contractors.

“Sensitive information” means controlled unclassified information of a commercial, financial, proprietary, or privileged nature. The term includes technical data and computer software, but does not include information that is lawfully, publicly available without restriction.

“Technical data” means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(b) *Notice of authorized disclosures.* Notwithstanding any other provision of this solicitation or contract, the Government may disclose to a litigation support contractor, for the sole purpose of litigation support activities, any information, including sensitive information, received--

- (1) Within or in connection with a quotation or offer; or
- (2) In the performance of or in connection with a contract.

(c) *Flowdown.* Include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items.

(End of clause)

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

a) *Definitions.* As used in this provision,

“covered defense telecommunications equipment or services” has the meaning provided in the clause 252.204-7018 , Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

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

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

(End of provision)

252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION (DEC 2017) DFARS

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

“Advance shipment notice” means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as passive radio frequency

identification (RFID) or item unique identification (IUID) information, order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

“Bulk commodities” means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

“Case” means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

“Electronic Product Code™ (EPC)” means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC data consists of an EPC (or EPC identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC tags. In addition to this standardized data, certain classes of EPC tags will allow user-defined data. The EPC Tag Data Standards will define the length and position of this data, without defining its content.

“EPCglobal®” means a subscriber-driven organization comprised of industry leaders and organizations focused on creating global standards for the adoption of passive RFID technology.

“Exterior container” means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

“Palletized unit load” means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

“Passive RFID tag” means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the

tag response. The only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal™ Class 1 Generation 2 standard.

“Radio frequency identification (RFID)” means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

“Shipping container” means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

(b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case- and palletized-unit-load packaging levels, for shipments of items that—

(i) Are in any of the following classes of supply, as defined in DoD Manual 4140.01, Volume 6, DoD Supply Chain Materiel Management Procedures: Materiel Returns, Retention, and Disposition:

(A) Subclass of Class I – Packaged operational rations.

(B) Class II – Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.

(C) Class III – Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.

(D) Class IV – Construction and barrier materials.

(E) Class VI – Personal demand items (non-military sales items).

(F) Subclass of Class VIII – Medical materials (excluding pharmaceuticals, biologicals, and reagents – suppliers should limit the mixing of excluded and non-excluded materials).

(G) Class IX – Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to one of the locations listed at http://www.acq.osd.mil/log/sci/RFID_ship-to-locations.html or to—

(A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to—

(B) The following location(s) deemed necessary by the requiring activity:

Contract Line, Subline, or Exhibit Line Item Number	Location Name	City	State	DoDAAC

(2) The following are excluded from the requirements of paragraph (b)(1) of this clause:

(i) Shipments of bulk commodities.

(ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.

(c) The Contractor shall—

(1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags and conforms to the requirements in paragraph (d) of this clause;

(2) Use passive tags that are readable; and

(3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) *Data syntax and standards.* The Contractor shall encode an approved RFID tag using the instructions provided in the EPC™ Tag Data Standards in effect at the time of contract award. The EPC™ Tag Data Standards are available at <http://www.epcglobalinc.org/standards/>.

(1) If the Contractor is an EPCglobal™ subscriber and possesses a unique EPC™ company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC™ Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located in the DoD Suppliers' Passive RFID Information Guide at <http://www.acq.osd.mil/log/sci/ait.html>. If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1).

(e) *Advance shipment notice.* The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS [252.232-7003](#), Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at <https://wawf.eb.mil/>.

(End of clause)

52.215-06 PLACE OF PERFORMANCE (OCT 1997) FAR

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, **intends**, **does not intend** [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

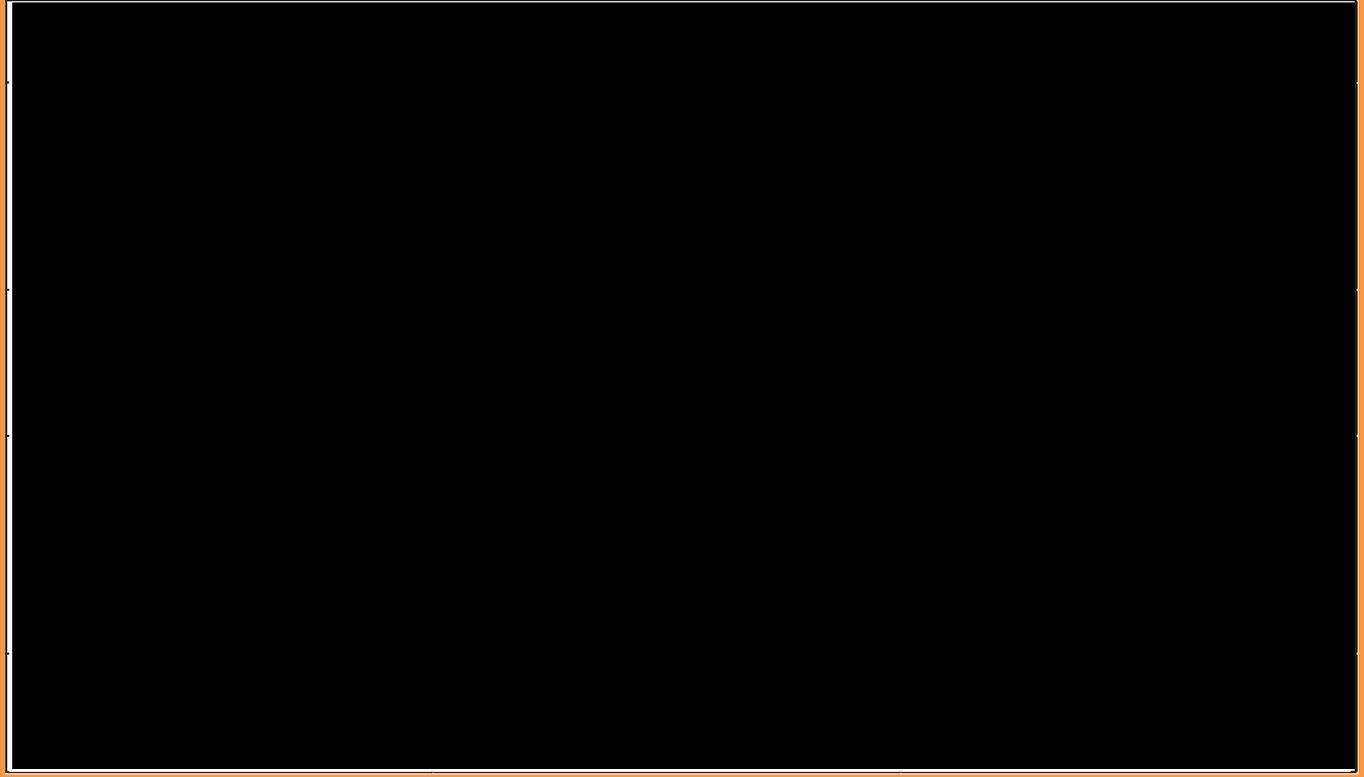
KGL OCONUS Dry Warehouse Facility Amgahra (Physical Location)		
Place of Performance	Name & Address of Operator (If Other Than Offeror or Respondent)	Name & Address of Owner (If Other Than Offeror or Respondent)

KGL OCONUS Cold Warehouse Facility (Physical Location)		
Place of Performance	Name & Address of Operator (If Other Than Offeror or Respondent)	Name & Address of Owner (If Other Than Offeror or Respondent)

KGL CONUS Source Load/Manufacturer Facilities	
[REDACTED]	[REDACTED]

KGL CONUS Warehouse Facility (Physical Location) Best American Foods Inc.	
Place of Performance	Name & Address of Owner & Operator (If Other Than Offeror or Respondent)
[REDACTED]	

KGL Administrative/Management Support Offices



(End of Clause)

52.216-19 ORDER LIMITATIONS (OCT 1995) FAR

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

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

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

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

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

(End of Clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995) FAR

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

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

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

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

(End of Clause)

252.216-7006 ORDERING (MAY 2011) DFARS

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from date of award through contract expiration.

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

(c)(1) If issued electronically, the order is considered “issued” when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered “issued” when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

**52.216-9065 ECONOMIC PRICE ADJUSTMENT – ACTUAL MATERIAL COSTS FOR DLA TROOP SUPPORT - SUBSISTENCE PRODUCT PRICE BUSINESS MODEL (OCT 2015)
DLAD**

(a) Warranties: For the portion of the schedule that is covered by this economic price adjustment (EPA) clause, the Contractor warrants that --

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

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

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

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

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

(3) “Product price” is the most recent DLA Troop Support 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 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 manufacturer'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).

(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). Product price is distinct from and not to be included in the distribution price. The distribution price may be further segregated into pricing segments covering discrete, solicitation-specific performance requirements.

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

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

(8) “United States Defense Transportation System (DTS) Ocean Shipping Costs:” DTS ocean transportation costs (for shipping the product from the Prime Vendor’s CONUS facility(s) to the prime vendor’s OCONUS facility(s), aka “point to point” delivery via DTS), shall be excluded from the distribution price. The Defense Transportation System is responsible for point-to-point delivery.

(c) Price adjustments:

(1) General:

(i) All contract unit prices shall be fixed and remain unchanged until changed pursuant to this clause or other applicable provision of the contract. Only the product price component of the Contract unit price is

subject to adjustment under this clause. After the first ordering month, if the Contractor’s product price changes for any or all contract unit prices, the Contract unit price shall be changed in the next month’s ordering catalog upon the Contractor’s request, submitted in accordance with paragraph iii below, by the same dollar amount of the change in the Product price, subject to the limitations in paragraph (d). The price change shall be effective at the beginning of the next ordering month. All ordering catalog unit prices computed in accordance with this clause and in effect when an order is placed shall remain in effect for that order through delivery. DLA Troop Support will be charged the Contract unit price in effect at the time of each order regardless of any changes in the unit price occurring in any subsequent ordering month.

(ii) Catalog product prices must be reflective of the prime vendor’s last receipt price (the price of the stock most recently received into the OCONUS inventory). For all distribution categories, when multiple sources are being utilized and more than one manufacturer’s product is receipted prior to a catalog update, the Contractor shall establish the product price based on the mix of invoices received after the previous changes period. The product price would be derived as follows:

Supplier A – {40% x \$5.70 = \$2.28}

Supplier B – {30% x \$5.90 = \$1.77}

Supplier C – {30% x \$6.30 = \$1.89}

Product price = {\$5.94}

(iii) Updates to the product price: All notices and requests for new item product prices and price changes shall be submitted monthly, no later than {5:00 PM} local Philadelphia, Pennsylvania, United States (U.S.) time one week prior to the first day of the next ordering month, to be effective in the next ordering month’s catalog prices. The product price shall have any and all product allowance subtractions made prior to presenting the product price to DLA Troop Support. The Contractor shall notify the Contracting Officer of its notice/request in the form of an electronic data interchange (EDI) 832 transaction set. The

change notice shall include the Contractor's adjustment in the product price component of the applicable Contract unit price. Upon the Contracting Officer's acceptance of such electronic data interchange (EDI) 832 price changes in accordance with (v) below, the price change transaction sets will post in the next month's ordering catalog and each Contract unit price shall be changed by the same dollar amount of the change in the product price in the next month's ordering catalog.

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

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

(vi) Should the Contracting Officer determine that, or question whether, a price change request contained an erroneous unit price or price change, or cannot otherwise determine the changed price(s) to be fair and reasonable, such as when the changed price(s) is (are) higher than lower product prices for items of comparable quality which are reasonably available to the Government or Contractor from other sources, the Contracting Officer will so advise the Contractor, prior to close of business local Philadelphia, Pennsylvania, U.S. time on the **{Friday}** immediately following the **{Monday}**. If the Contracting Officer cannot determine a price fair and reasonable, and the Contracting Officer and the Contractor cannot negotiate a fair and reasonable price, the Contracting Officer may reject any price change and direct in writing that the item in question be removed from the Contractor's ordering catalog, without Government liability. The Contracting Officer may subsequently remove any such item from the ordering catalog if the Contractor fails to remove it. The Government has the right to procure such removed items from any alternate source of supply, and the failure of the Contractor to supply such item will be considered a negative instance of performance.

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

(2) Limitations: All adjustments under this clause shall be limited to the effect on contract unit prices of actual increases or decreases in the product prices for material. There shall be no upward adjustment for --

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

(ii) Changes in the quantities of material; and

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

(d) Upward ceiling on economic price adjustment: The aggregate of contract product price increases for each item under this clause during the contract period inclusive of any option period(s) or tiered pricing period(s) shall not exceed {30} (%) {60} (%) for fresh fruits and vegetables (FF&V) of the initial Contract product price, except as provided below:

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

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

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

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

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

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

(End of Clause)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2017) DFARS

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

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

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

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

- Australia
- Austria
- Belgium
- Canada
- Czech Republic
- Denmark
- Egypt
- Estonia
- Finland
- France
- Germany
- Greece
- Israel
- Italy
- Japan
- Latvia
- Luxembourg
- Netherlands
- Norway
- Poland
- Portugal
- Slovenia

Spain
Sweden
Switzerland
Turkey
United Kingdom of Great Britain and Northern Ireland.

“Structural component of a tent”—

(i) Means a component that contributes to the form and stability of the tent (e.g., poles, frames, flooring, guy ropes, pegs);

(ii) Does not include equipment such as heating, cooling, or lighting.

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

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

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

(1) Food.

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

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

(ii) Tarpaulins; or

(iii) Covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

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

(8) Canvas products.

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

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

(c) This clause does not apply—

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

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

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

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

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

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

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

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

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

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

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal

Supply Group 84, Clothing, Individual Equipment and Insignia;

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

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

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

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

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

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

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

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015) DFARS

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

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

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

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

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to

the extent such information can be made available prior to travel outside the United States; and

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

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

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from (DLA Intelligence Office; telephone DSN 444-2248 or Commercial 215-737-2248).

(End of clause)

252.225-7048 EXPORT CONTROLLED ITEMS (JUNE 2013) DFARS

(a) *Definition.* “Export-controlled items,” as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes:

(1) “Defense items,” defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120.

(2) “Items,” defined in the EAR as “commodities”, “software”, and “technology,” terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

- (1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, *et seq.*);
- (2) The Arms Export Control Act (22 U.S.C. 2751, *et seq.*);
- (3) The International Emergency Economic Powers Act (50 U.S.C. 1701, *et seq.*);
- (4) The Export Administration Regulations (15 CFR Parts 730-774);
- (5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and
- (6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012) DFARS

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

- (1) “Contract financing payment” and “invoice payment” have the meanings given in section 32.001 of the Federal Acquisition Regulation.
- (2) “Electronic form” means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.
- (3) “Payment request” means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.
- (4) “Receiving report” means the data required by the clause at [252.246-7000](#), Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

- (1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the

Contractor shall include a copy of the Contracting Officer’s determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

252.237-7019 TRAINING FOR CONTRACTOR PERSONNEL INTERACTING WITH DETAINEES (JUN 2013) DFARS

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

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

“Detainee” means a person in the custody or under the physical control of the Department of Defense on behalf of the United States Government as a result of armed conflict or other military operation by United States armed forces.

“Personnel interacting with detainees” means personnel who, in the course of their duties, are expected to interact with detainees.

(b) *Training requirement.* This clause implements Section 1092 of the National Defense Authorization Act for Fiscal Year 2005 (Pub. L. 108-375).

(1) The Combatant Commander responsible for the area where a detention or interrogation facility is located will arrange for training to be provided to contractor personnel interacting with detainees. The training will address the international obligations and laws of the United States applicable to the detention of personnel, including the Geneva Conventions. The Combatant Commander will arrange for a training receipt document to be provided to personnel who have completed the training.

(2)(i) The Contractor shall arrange for its personnel interacting with detainees to—

(A) Receive the training specified in paragraph (b)(1) of this clause—

(1) Prior to interacting with detainees, or as soon as possible if, for compelling reasons, the Contracting Officer authorizes interaction with detainees prior to receipt of such training; and

(2) Annually thereafter; and

(B) Provide a copy of the training receipt document specified in paragraph (b)(1) of this clause to the Contractor for retention.

(ii) To make these arrangements, the following points of contact apply:

US Central Command (USCENTCOM)

Commander, Combined Forces Land Component Commander (CFLCC)

a.k.a. Third Army, Ft. McPherson, Atlanta, GA

Staff Judge Advocate (SJA) Forward, Kuwait

POC: Lieutenant Colonel Gary Kluka

E-mail: Gary.Kluka@arifjan.arcent.army.mil

Comm: 011-965-389-6303; DSN: 318-430-6303; Alt. US numbers: 404-464-3721 or 404-464-4219

(3) The Contractor shall retain a copy of the training receipt document(s) provided in accordance with paragraphs (b)(1) and (2) of this clause until the contract is closed, or 3 years after all work required by the contract has been completed and accepted by the Government, whichever is sooner.

(c) *Subcontracts.* The Contractor shall include the substance of this clause,

including this paragraph (c), in all subcontracts, including subcontracts for commercial items, that may require subcontractor personnel to interact with detainees in the course of their duties.

(End of clause)

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012) DFARS

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including

(1) Certified cost or pricing data, if required, in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustments under an incentive provision of the contract.

(End of clause)

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

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

<http://www.dla.mil/Acquisition> and

<http://farsite.hill.af.mil/>

(End of Clause)

CLAUSES INCORPORATED BY REFERENCE

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991) DFARS

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Subsistence Prime Vendor Kuwait, Iraq, Syria, and Jordan – KGL Food Services WLL

52.203-03 GRATUITIES (APR 1984) FAR

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011) DFARS

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013) DFARS

252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012) DFARS

52.204-04 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) FAR

52.204-07 SYSTEM FOR AWARD MANAGEMENT (OCT 2016) FAR

52.204-09 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) FAR

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016) FAR

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016) FAR

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016) FAR

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS

252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014) DFARS

252.204-7011 ALTERNATIVE LINE ITEM STRUCTURE (SEP 2011) DFARS

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991) DFARS

52.208-09 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014) FAR

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS STATE SPONSOR OF TERRORISM (OCT 2015) DFARS

52.211-05 MATERIAL REQUIREMENTS (AUG 2000) FAR

52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR

252.211-7007 REPORTING OF GOVERNMENT FURNISHED PROPERTY (AUG 2012) DFARS

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Subsistence Prime Vendor Kuwait, Iraq, Syria, and Jordan – KGL Food Services WLL

52.219-08 UTILIZATION OF SMALL BUSINESS CONCERNS (NOV 2016) FAR

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (MAR 2016),
ALT I (MAR 2016) DFARS

52.222-29 NOTIFICATION OF VISA DENIAL (APR 2015) FAR

52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN
(MAR 2015) FAR

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF
CONTRACT (FEB 2000) FAR

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN
ACTIVITIES OR TRANSACTIONS RELATING TO IRAN – REPRESENTATION AND
CERTIFICATIONS (OCT 2015) FAR

252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (DEC 2017)
DFARS

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 2017) DFARS

252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND
CANADA - SUBMISSION AFTER AWARD (OCT 2015) DFARS

252.225-7005 IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES (JUN 2005)
DFARS

252.225-7021 TRADE AGREEMENTS (DEC 2017) DFARS

252.225-7041 CORRESPONDENCE IN ENGLISH (JUN 1997) DFARS

252.225-7042 AUTHORIZATION TO PERFORM (APR 2003) DFARS

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN OWNED ECONOMIC
ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004) DFARS

52.228-03 WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014) FAR

52.228-05 INSURANCE WORK ON A GOVERNMENT INSTALLATION (JAN 1997) FAR

52.229-06 TAXES FOREIGN FIXED PRICE CONTRACTS (FEB 2013) FAR

252.229-7000 INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUN 1997) DFARS

252.229.7001 TAX RELIEF (SEP 2014) DFARS

SF 1449– SPE300-22-D-4091

Subsistence Prime Vendor Kuwait, Iraq, Syria, and Jordan – KGL Food Services WLL

52.232-17 INTEREST (MAY 2014) FAR

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (JUL 2013) FAR

52.232-37 MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999) FAR

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012) DFARS

252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (JUN 1997) DFARS

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUN 1997) DFARS

52.233-9001 DISPUTES AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (DEC 2016) DLAD

252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JUN 2013) DFARS

52.242-13 BANKRUPTCY (JUL 1995) FAR

52.242-15 STOP-WORK ORDER (AUG 1989) FAR

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) DFARS

252.243-7002 REQUEST FOR EQUITABLE ADJUSTMENT (DEC 2012) DFARS

52.245-01 GOVERNMENT PROPERTY (JAN 2017) FAR

52.245-09 USE AND CHARGES (APR 2012) FAR

252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT FURNISHED PROPERTY (APR 2012) DFARS

252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (DEC 2017) DFARS

252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012) DFARS

252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (DEC 2017) DFARS

252.246-7004 SAFETY OF FACILITIES, INFRASTRUCTURE AND EQUIPMENT FOR MILITARY

SF 1449– SPE300-22-D-4091

Subsistence Prime Vendor Kuwait, Iraq, Syria, and Jordan – KGL Food Services WLL

OPERATIONS (OCT 2010) DFARS

52.247-34 F.O.B. DESTINATION (NOV 1991) FAR

52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. - FLAG COMMERCIAL VESSELS (FEB 2006) FAR

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

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000) DFARS

52.247-9012 REQUIREMENTS FOR TREATMENT OF WOOD PACKAGING MATERIAL (WPM) (FEB 2007) DLAD

52.251-01 GOVERNMENT SUPPLY SOURCES (APR 2012) FAR

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (AUG 2012) DFARS

52.253-01 COMPUTER GENERATED FORMS (JAN 1991) FAR

ADDITIONAL PROCUREMENT LANGUAGE

The following additional procurement language is also incorporated.

FEDERAL FOOD, DRUG AND COSMETIC ACT-WHOLESALE MEAT ACT

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

(1) Shipped in interstate commerce,

(2) Seized under either Act or inspected by the Food and Drug Administration or Department of Agriculture.

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

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

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

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

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

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

(End of Text)

IN PERSONAM JURISDICTION FOR CIVIL OR CRIMINAL ACTIONS BROUGHT BY THE UNITED STATES GOVERNMENT (DEC 2009)

a. Definitions, as used in this clause,

(1). Contractor- For purposes of this clause the term “contractor” includes both the contractor and subcontractors at any tier and any employees of the contractor or any subcontractor performing work under or in connection with the contract.

(2). United States- For purposes of this clause the term “United States” means the 50 States and the District of Columbia. The term does not include any military installation or facility located outside the United States, as so defined.

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

c. Consent to in personam jurisdiction pursuant to this clause shall not operate to deprive or terminate in personam jurisdiction in any other court that otherwise has in personam jurisdiction under applicable law.

d. Where a cause of action arises from an act or omission occurring outside the United States, in personam jurisdiction shall lie in the United States District Court for the District of Columbia if it cannot

be established in another Federal court.

e. In the event that the value of the contract (including options) equals or exceeds \$5,000,000 and the contractor does not maintain an office in the United States, the contractor shall designate an agent located in the United States for service of process in any action covered by this clause, and provide the name and address of that agent to the Contracting Officer.

f. The contractor shall include this clause in any subcontracts under this contract, and each subcontractor shall include this clause in any of its subcontracts.

(End of Text)

SANITARY CONDITIONS

(a) Food establishments.

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

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

(i) Meat and meat products and poultry and poultry products may be supplied from establishments which are currently listed in the "Meat, Poultry and Egg Inspection Directory,] published by the United States Department of Agriculture, Food Safety and Inspection Service (USDA, FSIS), at <http://www/fsis/usda.gov/wps/portal/fsis/topics/inspection/mpi-directory> . The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the USDA shield and applicable establishment number. USDA listed establishments

processing products not subject to the Federal Meat and Poultry Products Inspection Acts must be listed in the Worldwide Directory for those items.

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

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

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

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

(vi) Pasteurized milk and milk products may be supplied from plants having a pasteurization plant compliance rating of 90 percent or higher, as certified by a state milk sanitation officer and listed in “Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers” (IMS), published by the U.S. Department of Health and Human Services, Food and Drug Administration (USDHHS, FDA) at <http://www.fda.gov/Food/GuidanceRegulation/FederalStateFoodPrograms/ucm2007965.htm>. These plants may serve as sources of pasteurized milk and milk products as defined in Section I of the “Grade ‘A’ Pasteurized Milk Ordinance” (PMO) published by the USDHHS, FDA at <http://www.fda.gov/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/Milk/default.htm>.

(vii) Manufactured or processed dairy products only from plants listed in Section I of the “Dairy Plants Surveyed and Approved for USDA Grading Service”, published electronically by Dairy Grading Branch, AMS, USDA (available at: <http://www.ams.usda.gov/AMSV1.0/getfile?dDocName=STELPRD3651022>) may serve as sources of manufactured or processed dairy products as listed by the specific USDA

product/operation code. Plants producing products not specifically listed by USDA product/operation code must be Worldwide Directory listed (e.g., plant is coded to produce cubed cheddar but not shredded cheddar; or, plant is coded for cubed cheddar but not cubed mozzarella). Plants listed in Section II and denoted as “P” codes (packaging and processing) must be Worldwide Directory listed.

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

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

(4) Subsistence items other than those exempt from listing in the Worldwide Directory, bearing labels reading “Distributed By”, “Manufactured For”, etc., are not acceptable unless the source of manufacturing/processing is indicated on the label or on accompanying shipment documentation.

(5) When the Military Medical Service or other Federal agency acceptable to the Military Medical Service determines the levels of food safety and food defense of the establishment or its products have or may lead to product contamination or adulteration, the Contracting Officer will suspend the work until such conditions are remedied to the satisfaction of the appropriate inspection agency. Suspension of the work shall not extend the life of the contract, nor shall it be considered sufficient cause for the Contractor to request an extension of any delivery date. In the event the Contractor fails to correct such objectionable conditions within the time specified by the Contracting Officer, the Government shall have the right to terminate the contract in accordance with the “Default” clause of the contract.

(b) Delivery conveyances.

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

(End of Text)

(1) From the commencement of performance of this contract until 3 years after the final contract payment, the contractor must allow the contracting officer, ACO, Defense Contract Management Agency (DCMA), Defense Contract Audit Agency (DCAA), and any other duly authorized representative of the contracting officer access to all records and information pertaining to those items or services for which the Government is relying on the contractor's purchasing system to determine that competition was obtained or to justify that prices are fair and reasonable. The contractor must maintain records subject to this clause for not less than 3 years after the contract final payment.

(2) The contracting officer may conduct reviews of purchased items or services provided under this contract regardless of dollar value that meet the criteria in paragraph (1) to ascertain whether the contractor has obtained the best value. The contractor must obtain competition to the maximum extent practicable for all purchases. Prior to purchasing any supplies or services, the contractor must solicit a competitive quotation from at least two independently-competing firms. For other than sole source items, the request for quotations must, to the maximum extent practical, solicit offers from different manufacturers or producers. If the contractor is unable to obtain quotes for competing items from two or more independently-competing firms, the contractor must retain documentation supporting its rationale for selection of the suppliers solicited and selected and its determination that the price was fair and reasonable. The contractor is responsible for maintaining this documentation for all sole source/non-competitive actions. The following price reasonableness and documentation requirements are applicable to all purchases, regardless of dollar value:

(i) A price is reasonable if it does not exceed a price incurred by a prudent person in the conduct of competitive business. The contracting officer will examine the prices with particular care in connection with buys that may not be subject to effective competition restraints. The contractor's price will not be presumed to be reasonable. If an initial review of the facts results in a challenge of a specific price by the contracting officer or the contracting officer's representative, the burden of proof must be upon the contractor to establish that the price is reasonable under the standards in FAR Subpart 15.4 and FAR 31.201-3.

(ii) The contractor must keep the documentation to a minimum, but must retain data supporting the purchases either by paper or electronically. At a minimum, price quotations and invoices must be retained. Should the contractor receive an oral price quotation, the contractor must document who the supplier or subcontractor is by complete name, address, telephone number, price, terms and other conditions quoted by each vendor. Price quotes for supplies must be broken down by individual items, shipping costs, and any other included expenses. Price quotes for incidental services which are not pre-priced in the contract must include labor hours and costs or prices, as applicable, including the total price of the job, individual pricing for the portions of the work if applicable, materials, and all other elements of cost, overhead, and profit. This price breakdown documentation must be made for each subcontractor performing work on this contract.

(3) When applicable, if the contractor is purchasing from subcontractors or other sources and receives a discount or rebates, the contractor must immediately pass these savings to the Government in the contract price and invoice for payment. The contractor is required to use diligence in the selection of the most economical method of delivery of the product or services by selecting a best value method of delivery based on the urgency and nature of the work or product required. When labor hours are involved in the work to be accomplished and the contractor has not already pre-priced the effort to use its own labor

force, the contractor must provide the labor at rates required by the contract (for example, Service Contract Act or Davis-Bacon Act rates) or at rates based on competition if mandatory rates are not required by the contract.

(4) If the contracting officer determines that the purchased product or service is unreasonably priced, the contractor must refund to the Government the amount the contracting officer determines is in excess of a reasonable price. The contracting officer must notify the contractor in writing in accordance with FAR 32.604 Demand for Payment, giving the basis for the determination and the amount to be refunded. The contractor must make the refund payment in accordance with directions from the contracting officer, and must provide proof of the refund payment to the contracting officer. The contracting officer may collect the amount due using all available means in accordance with FAR Subpart 32.6. FAR 52.232-17, Interest, is applicable to payments not made within 30 days of the demand for payment. Any disputes arising under this provision must be handled in accordance with the “Disputes” clause of this contract.

(End of Text)

RP001: DLA PACKAGING REQUIREMENTS FOR PROCURMENT

(1) Additional Packaging and Marking Requirements:

- (a) Prohibited cushioning and wrapping materials. Use of asbestos, excelsior, newspaper, shredded paper (all types, including wax paper and computer paper) and similar hygroscopic or non-neutral materials and all types of loose-fill material, 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 material to the Government to provide both linear bar codes and two-dimensional (2D) symbols on shipping labels. Shipping labels with 2D symbols are referred to as Military Shipping Labels (MSL) and are required on all CONUS and OCONUS shipments with the following exceptions:
 - (1) Subsistence items provided 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 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 Web Site at: <http://www.dla.mil/LandandMaritime/Offers/Services/TechnicalSupport/Logistics/Packaging.aspx>.

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

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

(3) Palletization shall be in accordance with **MD00100452, REVISION C, DATED 09/2016** found at: <https://www.dla.mil/LandandMaritime/Offers/Services/TechnicalSupport/Logistics/Packaging/Palletization.aspx>.

(End of Text)

252.225-7981 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS (OTHER THAN USCENTCOM)(DEVIATION 2015-O0016) (SEP 2015)

(a) In addition to any other existing examination-of-records authority, the Government is authorized to examine any records of the Contractor and its subcontractors to the extent necessary to ensure that funds, including supplies and services, available under this contract are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over \$50,000 and will be performed outside the United States and its outlying areas.

(End of clause)

252.225-7993 PROHIBITION ON PROVIDING FUNDS TO THE ENEMY (DEVIATION 2015-O0016) (SEP 2015)

(a) The Contractor shall—

(1) Exercise due diligence to ensure that none of the funds, including supplies and services, received

under this contract are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities;

(2) Check the list of prohibited/restricted sources in the System for Award Management at www.sam.gov

(i) Prior to subcontract award; and

(ii) At least on a monthly basis; and

(3) Terminate or void in whole or in part any subcontract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Contracting Officer provides to the Contractor written approval of the Head of the Contracting Activity to continue the subcontract.

(b) The Head of the Contracting Activity has the authority to—

(1) Terminate this contract for default, in whole or in part, if the Head of the Contracting Activity determines in writing that the contractor failed to exercise due diligence as required by paragraph (a) of this clause; or

(2)(i) Void this contract, in whole or in part, if the Head of the Contracting Activity determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

(ii) When voided in whole or in part, a contract is unenforceable as contrary to public policy, either in its entirety or with regard to a segregable task or effort under the contract, respectively.

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over \$50,000 and will be performed outside the United States and its outlying areas.

(End of clause)

252.225-7994 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION [2015-O0013]) (DATED)

(a) In addition to any other existing examination-of-records authority, the Department of Defense is authorized to examine any records of the Contractor to the extent necessary to ensure that funds available under this contract are not—

(1) Subject to extortion or corruption; or

(2) Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or

otherwise actively opposing United States or coalition forces in a contingency operation.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this contract that have an estimated value over \$100,000.(End of clause)

252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2015-O0009)(JAN 2015)

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

“Combatant Commander” means the Commander of the United States Central Command Area of Responsibility.

“Contractors authorized to accompany the Force,” or “CAAF,” means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Designated reception site” means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

“Law of war” means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

“Non-CAAF” means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

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

(b) *General.*

(1) This clause applies to both CAAF and non-CAAF when performing in the United States Central Command (USCENTCOM) Area of Responsibility (AOR)

(2) Contract performance in USCENTCOM AOR may require work in dangerous or austere conditions.

Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, contractor personnel are only authorized to use force for individual self-defense.

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

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

(c) *Support.*

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

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

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

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

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

(iii) Medical or dental care beyond this standard is not authorized.

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the USCENCOM AOR. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under

this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USCENTCOM AOR under this contract.

(d) *Compliance with laws and regulations.*

(1) The Contractor shall comply with, and shall ensure that its personnel performing in the USCENTCOM AOR are familiar with and comply with, all applicable—

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

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

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

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that CAAF and non-CAAF are aware—

(i) Of the DoD definition of “sexual assault” in DoDD 6495.01, Sexual Assault Prevention and Response Program;

(ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—

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

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

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(iii) This section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—

(i) US Army Criminal Investigation Command at <http://www.cid.army.mil/reportacrime.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;

(iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>;

(v) To any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces deployed outside the United States are aware of their rights to—

(A) Hold their own identity or immigration documents, such as passport or driver's license;

(B) Receive agreed upon wages on time;

(C) Take lunch and work-breaks;

(D) Elect to terminate employment at any time;

(E) Identify grievances without fear of reprisal;

(F) Have a copy of their employment contract in a language they understand;

(G) Receive wages that are not below the legal in-country minimum wage;

(H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and

(I) If housing is provided, live in housing that meets host-country housing and safety standards.

(e) *Preliminary personnel requirements.*

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

(i) All required security and background checks are complete and acceptable.

(ii) All CAAF deploying in support of an applicable operation—

(A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;

(B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander’s website or other venue); and

(C) Have received all required immunizations as specified in the contract.

(1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.

(2) All other immunizations shall be obtained prior to arrival at the deployment center.

(3) All CAAF and selected non-CAAF, as specified in the statement of work, shall bring to the USCENTCOM AOR a copy of the Public Health Service Form 791, “International Certificate of Vaccination” that shows vaccinations are current.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USCENTCOM AOR and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

(iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.

(v) All deploying personnel have received personal security training. At a minimum, the training shall—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all CAAF. The basic training will be provided through—

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some

Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, *et seq.*);

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

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

(iv) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(v) Such employees are required to report offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(vi) Such employees will be provided victim and witness protection and assistance.

(f) *Processing and departure points.* CAAF shall—

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

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

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific USCENTCOM AOR entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) *Personnel data.*

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system to enter and maintain data for all Contractor employees covered by this clause, following the procedures in paragraph (g)(3) of this clause.

(2) Upon becoming an employee under this contract, the Contractor shall enter into SPOT, and shall continue to use SPOT web-based system to maintain accurate, up-to-date information throughout the employment in the AOR. Changes to status of individual contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the employment in the AOR with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the

timelines established in the SPOT business rules.¹

(i) In all circumstances, this includes any personnel performing private security functions and CAAF.

(ii) For personnel other than those performing private security functions and CAAF, this requirement excludes anyone—

(A) Hired under contracts valued below the simplified acquisition threshold;

(B) Who will be performing in the CENTCOM AOR less than 30 continuous days; or

(C) Who, while afloat, are tracked by the Diary message Reporting System.

(3) Follow these steps to register in and use SPOT:

(i) SPOT registration requires one of the following login methods:

(A) A Common Access Card (CAC) or a SPOT-approved digital certificate; or

(B) A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those individuals who are not authorized to obtain a CAC or an external digital certificate, and requires SPOT Program Management Office approval.

(ii) *To register in SPOT:*

(A) Contractor company administrators should register for a SPOT account at <https://spot.dmdc.mil>; and

(B) The customer support team must validate user need. This process may take two business days. Company supervisors will be contacted to validate Contractor company administrator account requests and determine the appropriate level of user access.

(iii) Upon approval, all users will access SPOT at <https://spot.dmdc.mil/>.

(iv)(A) Refer SPOT application assistance questions to the Customer Support Team at—

(1) Phone: 703-578-5407, DSN 312-698-5407; or

(2) Email: dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil.

(B) Refer to the SPOT OSD Program Support website at <http://www.acq.osd.mil/log/PS/spot.html> for additional training resources and documentation regarding registration for and use of SPOT.

(h) *Contractor personnel.*

¹ Hyperlink to <http://www.acq.osd.mil/log/PS/spot.html>

- (1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government’s discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.
- (2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer’s representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.
- (3) The Contractor shall ensure that contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.
- (4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) *Military clothing and protective equipment.*

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

- (i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and
- (ii) Carry the written authorization with them at all times.

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

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

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

(j) *Weapons.*

(1) If the Contractor requests that its personnel performing in the USCENTCOM AOR be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

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

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

(A) Safely;

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

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

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

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

(iv) Comply with applicable Combatant Commander and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

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

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

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

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

(m) *Evacuation.*

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

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

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

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

(2) In the case of isolated, missing, detained, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) *Mortuary affairs.* Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

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

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are performing in the USCENTCOM AOR.

(End of clause)

AUTHORIZED NEGOTIATORS

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this contract.

-
1. Sam Khatib, Chief Business Development Officer



2. Scott Beverly, Director of Government Programs



STATEMENT OF WORK

I. INTRODUCTION

This contract involves 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 contract award, is subject to change depending upon numerous factors affecting the region. The Prime Vendor must remain aware of the overall fluidity of the political, legal, economic, security, and military climate of the region and 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”) has entered into an Indefinite Delivery Indefinite Quantity (“IDIQ”) Firm Fixed Price – Fixed Price with Economic Price Adjustment (“EPA”) contract with KGL Food Services WLL (KGL); who will act as the 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 shall supply 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 is 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 contract describes existing customers known to the Contracting Officer at the time of the contract’s issuance, other customers, including military, Department of Defense (“DoD”), or non-DOD, may be added as necessary during the life of the contract. The addition of said customers located within the contract’s specified region will be at no additional cost to the Government.

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 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 is included in the

Prime Vendor's fixed Distribution Prices. 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 the Prime Vendor'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 contract, will refer to all of the delivery points under this contract.
- The terms "contractor" and "Prime Vendor", as well as the terms "purchase order" and "delivery order" are used interchangeably throughout this Statement of Work.
- Prices were submitted in KGL's proposal, and payment will be made for performance under this 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 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 were strongly advised to take these concerns into consideration when preparing its proposal in response to solicitation SPE300-15-R-0042. All offerors were advised to 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 contract is \$689,531,298.37. The maximum dollar value is \$1,379,062,596.75 inclusive of all tiered pricing periods and surge requirements. The guaranteed minimum for the entire contract is 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 contract includes multiple ordering facilities (i.e. customers), as listed in the Deliveries and Performance section of this statement of work. Ordering facilities within the regions covered by this contract 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.

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.

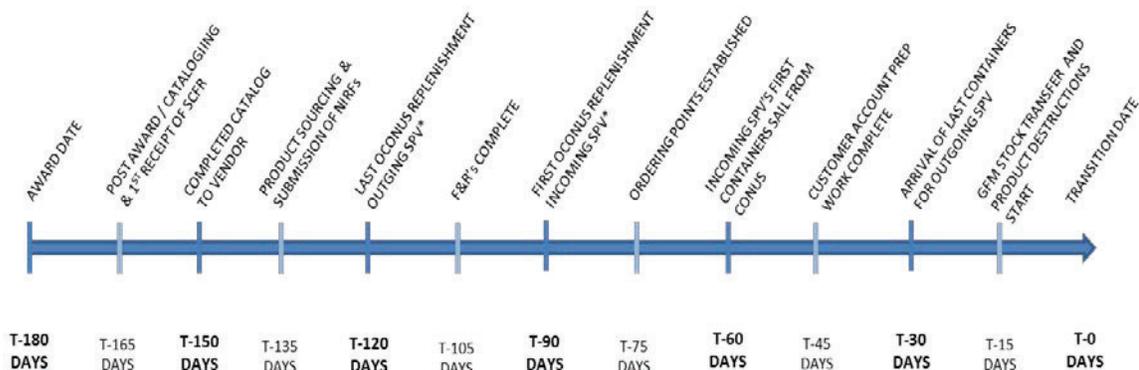
iii. The incumbent Prime Vendor may have stocked product available for sale to the new Prime Vendor. If available, the new Prime Vendor is required to procure the available product offered for sale from the incumbent Prime Vendor. Any such sale shall be in accordance with the following terms and conditions. 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 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 Prime Vendor 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.

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 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.).

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 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 manufacturer'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). Product price is distinct from and not to be included in the distribution price. The distribution price may be further segregated into pricing segments covering discrete, solicitation-specific performance requirements.”

4. In accordance with the above, the Distribution Price for this contract 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 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 required 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 was 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 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 required 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 was 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

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).

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

2. No substitutions, deletions, or additions to the categories or units of measure indicated

above are authorized. However, if the Prime Vendor feels that a substantial category has been omitted, the Prime Vendor must immediately bring it to the attention of the Contracting Officer. A determination will be made at that time whether or not to add the category via a modification to the contract.

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 contract remains for domestic product. The 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 contract, are applicable to the procurement of food items. In general, the Berry Amendment requires that food items procured and delivered under this contract be grown, manufactured, 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 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.

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.

2. Estimated market ready items and their usage quantities were identified in the solicitation’s schedule of items and are included in the total estimated annual sales dollar values.

E. BRAND NAME ITEMS

1. Based on the ordering habits of the customers listed in this contract, the solicitation’s Market Basket included 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. Offerors were 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.

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.
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 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 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

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.

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 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 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 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 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 this contract for the life of this 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. The Prime Vendor is required to have the ability to sustain surges of 300% of pre-surge demand levels for 30 days without advance notice. If, for example, an item has a pre-surge demand of 100 cases per week, the contractor is expected to be able to support 300 cases per week for 30 days during the surge period.

Military Operations – The 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. 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.

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
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

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, 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.

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.

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.

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 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).

<https://www.sddc.army.mil/sealift/Pages/IntlTrans.aspx?RootFolder=%2Fsealift%2Fdistribution%2FUNIVERSAL%20SERVICE%20CONTRACT%20%28USC%29%2D7&FolderCTID=0x0120009398740C50E6494F810C27B2B238BBC2&View={0989BBAD-F96A-4B4D-97E6-B5087E2F3CD0}>

2. During the implementation period as defined herein and/or as a requirement for offeror submission as defined in solicitation SPE300-15-R-0042, 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 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 Prime Vendor 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. 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 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 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.
- 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.
- 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 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

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.

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.

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.

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 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/advisories/Pages/CCA.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---

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 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.

J. 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.

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 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

K. 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

L. 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:

- 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.

M. 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. The Prime Vendor is therefore responsible for ascertaining, for all countries to which performance applies, 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 must maintain 105 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 contract to include surge requirements. The standard American pallet size is 48x40 inches. The Prime Vendor is responsible for developing its own demand estimates to ensure proper stocking levels, including average weekly and average monthly demands (AWD/AMD). Note: Solicitation estimates were 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 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</u> (HDR)	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. The Prime Vendor 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

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 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.
3. 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, ¼”. 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)	

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Subsistence Prime Vendor Kuwait, Iraq, Syria, and Jordan – KGL Food Services WLL

Miscellaneous Kitchen utensils, plates, cups, cleaning supplies	2 Large Trash Cans for food inspection area
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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 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 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.

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, subcontractors, 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 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 ("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 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.

Note: In circumstances where an exception to the above shelf life requirements has been granted based on an offered product price reduction, the reduced product price must be reflected on the customer's catalog before the excepted items are ordered by customer. The Prime Vendor must submit a catalog price change via 832 EDI transaction to reflect the agreed upon product price reduction. It is the Prime Vendor's responsibility to monitor the inventory which has been approved and notify the Contracting Officer and/or Contract Specialist when that inventory is depleted. Once the product with a short shelf life has been depleted, the Prime Vendor is responsible for submitted another catalog price change via 832 EDI transaction to change the catalog price to the appropriate product price. While DLA Troop Support will attempt to request special catalog runs to process these transactions, special catalog runs are not guaranteed. After approved short shelf

life product is depleted, the Prime Vendor remains responsible for full contract performance, including filling orders for those items, throughout the time until the catalog can be updated. DLA Troop Support will not entertain any off catalog price reconciliations for products that were sold at the reduced product price before the catalog could be updated. DLA Troop Support will not grant any fill rate exceptions relating to product not shipped before an 832 transaction is run to update the product price.

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) 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.

v. Prior to issuing any products that have been approved for shelf life extensions or have otherwise been excepted from the shelf life requirements of the contract, the Prime Vendor must submit a catalog price change via 832 EDI transaction to reflect the approved product price reduction. It is the Prime Vendor's responsibility to monitor the inventory with shelf life extensions and notify the Contracting Officer and/or Contract Specialist when that inventory is depleted. Once the product with extended shelf life has depleted, the Prime Vendor is responsible for submitting another catalog price change via 832 EDI transaction to change the catalog price to the appropriate product price. While DLA Troop Support will attempt to request special catalog runs to process these transactions, special catalog runs are not guaranteed. After approved short shelf product is depleted, the Prime Vendor remains responsible for full contract performance, including filling orders for those items, throughout the time until the catalog can be updated. DLA Troop Support will not entertain any off catalog price reconciliations for products that were sold at the reduced product price before the catalog could be updated. DLA Troop Support will not grant any fill rate exceptions relating to product not shipped before an 832 transaction is run to update the product price.

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.

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 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 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

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 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.

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 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.
- 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.

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 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 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 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") (Formally VETCOM) shall be conducted in accordance with 48 CFR Part 246, Army Regulation (AR) 40-657, AR 40-656, and any other rule, regulation, or standard food inspection policy applicable to the 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.
- 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.

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.

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 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.

ShipTo DoDAAC	Base	Country
FT9293	Al Jaber	Kuwait
FT929M	Al Mubarak	Kuwait
FT9294	Ali Al Salem	Kuwait
WQWNY1	ARMY Vessel LSV 5	Kuwait Naval Base
W56YXM	ARMY Vessel LSV 6	Kuwait Naval base
W9SPOB	Bottled Water DODAAC	Kuwait
W98BER	Camp Buehring	Kuwait
W98AIA	Camp Arifjan - ZONE 1 DFAC	Kuwait
WZONE2	Camp Arifjan - ZONE 2 DFAC	Kuwait
WARLTN	Camp Arifjan - ZONE 6 DFAC	Kuwait
W98MRL	SOF Units	Kuwait
W9UNIT	Special Unit DODAAC	Kuwait
W9SPOD	SPOD at Shuabia Port	Kuwait
Various NAVY Ships	Visiting NAVY Ship	Kuwait

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.

ShipTo DoDAAC	Base	Country
W98B01	Al Asad	Iraq
W98AAC	Al Asad	Iraq
W98HAV	Al Asad DFAC	Iraq
W98TRP	Al Asad DFAC	Iraq
W98D53	BDSC - DoS	Iraq
W98J01	BEC (IZ) - DoS	Iraq
WATGW4 / W98DAN	Erbil DFAC	Iraq
WATGWK / W98CLN	Erbil DFAC	Iraq
WATGWL / W98ROB	Erbil DFAC	Iraq
WATGWM / W98TF9	Erbil DFAC	Iraq
WATGWN / W98BAS	Erbil DFAC	Iraq
W98C02	Erbil DFAC	Iraq
W98IRB	Erbil DFAC	Iraq
W98PSH	PESH Support	Iraq
W98MSD	Q-West DFAC	Iraq
W98QWS	Q-West DFAC	Iraq
W98AAS	SOF Units	Iraq
W98SOF	SOF Units	Iraq

WATGW0	Taji	Iraq
W98U03	Union 3	Iraq

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.

ShipTo DoDAAC	Base	Country
W9PHRB	Camp PHRB	Jordan
W98TII	Camp Titin	Jordan
W98H05	H5 Base	Jordan
W98NTC	Joint Training Center	Jordan
FT9289	MSAB - AZRAQ	Jordan
WATGU4	Syria Site by way of Jordan	Jordan
W98BOR	Tower 22 (Border Site)	Jordan
M94000	USMC - Camp Titin	Jordan

WATGU4	Syria Site by way of Jordan	Syria by way of T22 in Jordan
W50UA0	HA Support to Syria	Syria by way of H5 in Jordan

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.

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 169-171. The Iraq Dining Facility (DFAC) locations, MKTs or Class I Points will be the destination of delivery. For Iraq 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 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.”
- 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.
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.

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 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 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:

i. 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.

ii. 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.

iii. Cases accepted: For non-catch weight items, the product quantity that the customer has received and receipted, not including damaged cases, and mis-picks.

iv. Cases ordered: For non-catch-weight items, the product quantity requested by a customer.

v. Pounds accepted: For catch weight items, the product quantity that the 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 cancelation 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.

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

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

A. CONTRACTING AUTHORITY

1. The DLA Troop Support Contracting Officer is the only person authorized to approve changes, or modify any requirement of the contract. Notwithstanding any provisions contained elsewhere in the contract, said authority remains solely with the DLA Troop Support Contracting Officer.
2. In the event 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 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. 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.

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.

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;
- 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 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.

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 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.

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).

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.

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)

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, received, 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.

AWARDED DISTRIBUTION PRICES

STANDARD DISTRIBUTION PRICES

Distribution Category #	Distribution Category Description	Distribution Price Category Unit of Measure	Kuwait Iraq Syria & Jordan Standard Distribution Tier 1	Kuwait Iraq Syria & Jordan Standard Distribution Tier 2	Kuwait Iraq Syria & Jordan Standard Distribution Tier 3
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	████	████	████

NON-STANDARD DISTRIBUTION PRICES FOR GROUND MOVEMENT WITHIN IRAQ INCLUSIVE OF PRIVATE CONVOY SECURITY (PCS)

Distribution Category #	Distribution Category Description	Distribution Price Category Unit of Measure	Non-Standard Distribution Price for Ground Movement within Iraq Inclusive of PCS Tier #1	Non-Standard Distribution Price for Ground Movement within Iraq Inclusive of PCS Tier #2	Non-Standard Distribution Price for Ground Movement within Iraq Inclusive of PCS Tier #3
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			

Non-Standard Distribution Price for Ground Movement within Syria Inclusive of Private Convoy Security (PCS)

Distribution Category #	Distribution Category Description	Distribution Price Category Unit of Measure	Non-Standard Distribution Price for Ground Movement within Syria Inclusive of Private Convoy Security Tier #1	Non-Standard Distribution Price for Ground Movement within Syria Inclusive of Private Convoy Security Tier #2	Non-Standard Distribution Price for Ground Movement within Syria Inclusive of Private Convoy Security Tier #3
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	████	████	████

Non-Standard Distribution Price for Ground Movement within Iraq Without Private Convoy Security

Distribution Category #	Distribution Category Description	Distribution Price Category Unit of Measure	Non-Standard Distribution Price for Ground Movement within Iraq Without Private Convoy Security Tier #1	Non-Standard Distribution Price for Ground Movement within Iraq Without Private Convoy Security Tier #2	Non-Standard Distribution Price for Ground Movement within Iraq Without Private Convoy Security Tier #3
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	■	■	■

Non-Standard Distribution Price for Ground Movement within Syria Without Private Convoy Security

Distribution Category #	Distribution Category Description	Distribution Price Category Unit of Measure	Non-Standard Distribution Price for Ground Movement within Syria Without Private Convoy Security Tier #1	Non-Standard Distribution Price for Ground Movement within Syria Without Private Convoy Security Tier #2	Non-Standard Distribution Price for Ground Movement within Syria Without Private Convoy Security Tier #3
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	■	■	■

Non-Standard Distribution Price for Commercial Air Movement to Iraq -UOM converted to LBS

Distribution Category #	Distribution Category Description	Distribution Price Category Unit of Measure	Non-Standard Distribution Price for Commercial Air Movement to Iraq - UOM converted to LBS Tier #1	Non-Standard Distribution Price for Commercial Air Movement to Iraq - UOM converted to LBS Tier #2	Non-Standard Distribution Price for Commercial Air Movement to Iraq - UOM converted to LBS Tier #3
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			

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Subsistence Prime Vendor Kuwait, Iraq, Syria, and Jordan – KGL Food Services WLL

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	■	■	■

NON-STANDARD DISTRIBUTION PRICES FOR COMMERCIAL AIR MOVEMENT TO SYRIA

Distribution Category #	Distribution Category Description	Distribution Price Category Unit of Measure	Non-Standard Distribution Price for Commercial Air Movement to Syria - UOM converted to LBS Tier #1	Non-Standard Distribution Price for Commercial Air Movement to Syria - UOM converted to LBS Tier #2	Non-Standard Distribution Price for Commercial Air Movement to Syria - UOM converted to LBS Tier #3
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	████	████	████

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Subsistence Prime Vendor Kuwait, Iraq, Syria, and Jordan – KGL Food Services WLL

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	████	████	████

AWARDED MARKET BASKET PRODUCT PRICES

Line Item	Stock Number	Item Description	Distribution Price Category Unit of Measure	Product Price	Distribution Category
1	896001E622856	DRINK,VRTY,8EA CITRUS PUNCH,GRAPE,SBERRY KIWI,VITMN FORTFED, 24/12 FL OZ CO	CS	████	1
2	896001E615145	DRINK, CBERRY COCKTAIL, 27% JUICE, 24/10 FL OZ CO	CS	████	1
3	892501E610410	NUTS, MIXED, SHL, W/PEANUTS, OIL RST, 6/3.5# CANS	CS	████	1A
4	894001E612327	MEAL REPLACEMENT BAR, DOUBLE CHOC, W/PROTEIN, 48/1.59 OZ EA, SPECIAL K	CS	████	1A
5	894001E612326	MEAL REPLACEMENT BAR, CHOC PEANUT BTR, FORTIFIED W/PROTEIN, 48/1.59 OZ PG	CS	████	1A
6	890501E950082	TUNA, LIGHT, 6/43 OZ FLEXIBLE POUCH PG	CS	████	1A
7	892001E603473	CEREAL, VARIETY, HEALTHY, 60/1.25 -2.7 OZCO, 1/8.25 LB CS	CS	████	1A
8	892001E622162	CEREAL, VARIETY, GEN MILLS, FAMILY PACK, 60/1.3-2.6 OZ CUP, 1/6.98 LB CS	CS	████	1A
9	892001E598920	CEREAL, VARIETY, KELLOGG'S, 1.3 -2.8 OZ CUPS, 60 CT, 1/7.5 LB CS	CS	████	1A
10	891501E099539	BEANS, BLK-EYED PEAS, CN, IN BRINE, 6/#10 CN	CS	████	1A
11	891501E293066	APPLESAUCE, CN, SWT, MIN 108 OZ CN, 6/#10 CN	CS	████	1
12	892001E094466	TOASTER PASTRY, BLBERRY, FRST, 2 CT PG, 72/3.6 OZPG	CS	████	1A

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Subsistence Prime Vendor Kuwait, Iraq, Syria, and Jordan – KGL Food Services WLL

13	895001E613475	GARLIC, GRANULATED, CALIFORNIA, 1/25 OZ CO, 1 LB SIZE CO (IND UNIT SALE ONLY)	EA	████	2
14	895001E613246	SPICE, PEPPER, BLACK, GRD, GOURMET, 1/16 OZ PLASTIC CO (IND UNIT SALE ONLY)	EA	████	2
15	895001E613478	SPICE, PAPRIKA, GRD, DOMESTIC, 1/16 OZ CO, (1 LB SIZE) (IND UNIT SALE ONLY)	EA	████	2
16	895001E621985	CUMIN, GRD, 16 OZ CO, 1	EA	████	2
17	895001E622849	SPICE BLEND, CURRY PDR, W/O MSG, 1/16 OZ CO	EA	████	2
18	895001E613469	SPICE BLEND, LEMON PEPPER, 1/28 OZ CO, (IND UNIT SALE ONLY)	EA	████	2
19	895001E613487	SPICE MIX, TACO W/O MSG, 1/9 OZ CO (IND UNIT SALE ONLY)	EA	████	2
20	891001E950073	EGG MIX, SCRAMBLED, LIQ, FZN, W/CITRIC ACID & MILK, PAST, 6/5 LB CO	CS	████	3
21	891001E607245	CHEESE, CHDR, NAT, SHRD, FRZ, MILD, 4/5 LB PG	CS	████	3
22	891501E607896	BROCCOLI, FZN, FLORETS, 12/2 LB CO	CS	████	3
23	892001E590477	CAKE, CHEESE, FZN, CLASSIC, 2/102 OZ EA	CS	████	3A
24	892001E612723	FRENCH TOAST STICKS, FZN, P/C, 4/2.5 LB CO	CS	████	3
25	891501E606756	POTATOES, FR FRIES, STRAIGHT, FZN, 3/8 IN. THK, TFF, 6/5 LB CO	CS	████	3
26	894001E590070	APTZR, FZN, JALAPENO POPPERS, W/CRM CHEESE, BRD, FOR BK, 6/2 LB BG	CS	████	3
27	894001E603661	APTZR, CHEESE STICKS, BTRD, FZN, MOZZ, 2 3/4" LG, 6/2 LB CO	CS	████	3
28	890501E950119	CHOICE RIBEYE STEAK, BNLS, FZN, LIP-ON, 10OZ/64EA	LB	████	4
29	890501E950037	BACON, SL, P/C, FZN, X-THK, 200/PG, 6/4 LB PG	LB	██	NA
30	890501E950120	BEEF RIBEYE, LIP-ON, BNLS, F/C, FZN, US SEL GR, RARE, 2/12-16 LB EA, N#630A	LB	████	4A
31	890501E621221	CKN, TENDERLOIN FRITTER, VARIETY, F/C, FZN, 1/5 LB BG GOLDEN CRISPY & 1/5 LB BG HOT N SPICY, MIN 80 CT	LB	████	4
32	890501E613677	TROUT FLT, RAW, FZN, RAINBOW, BNLS, SKIN-ON, 50/5-7 OZ EA, 1/18 LB CS	LB	████	4
33	890501E607950	BEEF CHUCK, ROLL, TIED, FZN, US CH GR, 10-14 LB EA, 4-5 CT/CS, N#116A/114A/B	LB	████	4
34	890501E092184	TURKEY BRST, BNLS, CKD, SL, FZN, VAC PAC, 2/5 LB PG	LB	████	4A
35	890501E950071	CORNISH HEN, HALVED, FZN, US GRA, 24/13 OZ AVG	LB	████	4

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36	890501E950319	BEEF, GRD, BULK, FZN, 90% MIN LEAN, 4/10 LB PKG, N#136	LB	██████	4
37	890501E950064	CKN WINGS, UNBRD, P/C, FZN, JT 1&2, JUMBO, H&S, BUFFALO, MARIN, 1/10 LB CS	LB	██████	4
38	890501E950060	CKN FAJITA STRIPS, BRST MEAT, RAW, FRZ, MARIN, 10/5 LB BG	LB	██████	4
39	890501E950023	PORK RIBS, SPARERIBS, CKD, FZN, ST. LOUIS STYLE, 10/2.2-3.1 LB AVG NAMP 559A	LB	██████	4A
40	890501E950230	BEEF FAJITA STRIPS, CHUCK, RAW, FZN, MARIN, SEASONED, 4/5 LB BG, FROM N#130	LB	██████	4
41	890501E950038	BEEF FOR STEWING, FZN, DICED, 8/7 LB BG	LB	██████	4
42	890501E622661	CKN WINGS, BRD, F/C FZN, WHL, SEASONED, IQF, 8/5 LB BG	LB	██████	4
43	890501E607309	BEEFSTK, SWISS (BRAISING), FZN, MIN US CH GR, 138/5-7 OZ EA, N#1102	LB	██████	4A
44	890501E621371	SHRIMP, WHL, BRD, P/C, FZN, BFLY, PUFY, OVEN READY, 21-25/LB, 10/3 LB CO	LB	██████	4
45	890501E950062	CKN, 8 CUT, BRD, P/C, FZN, OVEN OR FRYER, 48-58 CT CS, 1/15 LB CS	LB	██████	4
46	890501E950061	CKN BRST FLT, RAW, FZN, SKLS, MAX 15% SOL, 4-5 OZ EA, IQF, 2/5 LB BG	LB	██████	4
47	890501E623783	BACON, BEEF BRKT, SL, FZN, C&S, 14-16/LB, 3/2LB PG	LB	██████	4
48	890501E612177	SHRIMP, PIECES, P&D, RAW, FZN, U-60 CT/LB, 12/3 LB CO	LB	██████	4
49	890501E622573	CATFISH, FLT, RAW, FZN, MIN 60 CT. 5-12 OZ EA, 3-15 LB. CS	LB	██████	4
50	890501E599381	CRAB, CLUSTERS, ALASKAN SNOW, 5-12 OZ AVG, PACKED 1/45 LB CASE	LB	██████	4
51	890501E590053	CKN, QTR FZN US GRA RAW IQF 48 CT, 1/30 LB CS-AF	LB	██████	4
52	890501E608827	BEEF, CHP & FRM, PATTIES, P/C FZN, FLAME BROILED, 78/3.8 OZ EA	LB	██████	4A
53	890501E605001	VEAL STEAK, FLAKED AND FORMED, BRD PRECKS, FZN 80/4 OZ	LB	██████	4A
54	891501E612235	JUICE, ORANGE, CHL, CONC, 4/1, 1/5 GL BIB, FOR DISP	EA	██████	5
55	891001E091811	CHEESE, SWISS, NAT, SL, CHL, VAC PAC, 8/1.5 LB PG	CS	██████	5
56	891001E620020	MILK, ALT, SS, SOY VAN, 24/8 FL OZ CO	CS	██████	5
57	891001E295471	CHEESE, AM, SL, CHL, YELLOW, 160 SL PG, 4/5 LB PG	CS	██████	5A
58	891001E609550	MILK ALT, SS, SOY CHOC, 24/8.25 OZ CO	CS	██████	5

59	891001E950072	CRM CHEESE,SPREAD, 100/1 OZ PG	CS		5A
60	895001E298031	HORSERADISH, PREP, CHL, 6/1 QT CO	CS		5
61	891001E293555	MILK, RF, UHT, 1% OR 2%, ASEPTIC PG, 24/250 ML CO	CS		6
62	891501E291239	JUICE, ORANGE, SS, 24/250 ML CO	CS		6
63	891501E291237	JUICE, APPLE, SS, 24/250 ML CO	CS		6
64	892001E292029	BREAD, WHITE, FRESH, SL, THK, (FORTEXAS TOAST),20/450 GM PG	CS		6
65	892001E398467	BISCUITS, BTRMILK, FRESH, EASY SPLIT, 3 IN ROUND, 120/2.5 OZ EA/CS	CS		6
66	892001E391667	ROLLS, HAMBURGER, W/SESAME SEED, FRESH, SL, 1/80 CT CS	CS		6
67	891501E291236	JUICE BLD, FRUIT COCKTAIL, SS, 24/250 ML CO	CS		6
68	891501E291240	JUICE, PINEAPPLE, SS, 24/250 ML CO	CS		6
69	892001E391125	DOUGHNUTS, CAKE, FZN, VARIETY 4/12 CT PG, 48/75 GM EA	CS		7
70	892001E391126	DOUGHNUTS, CAKE, FZN, CHOC, 4/12 CT PG, 48/75 GM EA	CS		7
71	891001E092645	ICE CRM, SHERBET, ORANGE, FZN, 1/3 GL	CS		7
72	891001E090507	ICE CRM, SBERRY, FZN, 24/100 ML CO	CS		7
73	891001E296118	EGGS, SHELL, MIN MED, US CONSUMER GRA OR EQUIV, 30 DZ/CS	CS		8
74	891001E292102	SOUR CRM, CHL, CULTURED OR ACIDIFIED, 6/250 CC CO (8 OZ)	CS		8
75	891001E397845	YOGURT, LF, PLAIN, CHL, 24/170 GM CO	CS		8
76	892001E397107	CAKE, CHEESE, MARBLE, FRESH 9 IN. 2/1.2 KG EA	CS		8
77	891001E394875	MILK, LF, CHL, 1%, 84/180 ML CO	CS		8
78	891001E395566	CHEESE, COTTAGE, FZN, 1.5%, SMALL CURD, 4/1 LB CO	LB		9
79	891501E212081	LETTUCE, FRESH, ICEBERG, ISSUED BY LB	LB		10
80	891501E212023	TOMATOES, FRESH, ISSUED BY LB	LB		10
81	891501E212004	BANANAS, FRESH, ISSUED BY POUND	LB		10
82	891501E213594	CANTALOUPE, FRESH, BULK, US NO. 1 GR, OR LOCAL EQUIV, BUY IN 1 LB INCREMENTS	LB		10
83	891501E212094	HONEYDEW MELON, FRESH, ISSUED BY LB	LB		10
84	891501E311932	ASPARAGUS, GREEN, FRESH, BULK, US#1 OR LOCAL EQUIV, BUY IN 1 LB INCREMENTS	LB		10
85	891501E213632	STRAWBERRIES, FRESH, BULK, US NO. 1 GR, OR LOCAL EQUIV, BUY IN 1 LB INCREMENTS	LB		10
86	896001E399170	WATER DRINKING, 12/0.5 LT BT, FOR IRAQ ONLY	CS		11

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87	896001E298993	WATER, DRINKING, 24/0.5 LT BT	CS	██████	11
88	896001E398527	WATER, DRINKING, 1/5 GL CO	CS	██████	11
89	896001E291257	WATER, DRINKING, 12/1.5 LT BT	CS	██████	11
90	911001E082823	CHARCOAL, BRIQUETTE, 2/20 LB PG, 1/40 LB CS	CS	██████	18

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Subsistence Prime Vendor Kuwait, Iraq, Syria, and Jordan – KGL Food Services WLL



**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.....

SECTION 2.0 PRODUCTION PROCEDURES

- 2.1 TRANSMISSION SCHEDULES.....
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- 3.1 (832) CATALOG REQUIREMENTS.....
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Section 1.0 General Information

1.1 DLA Troop Support EDI Test Contacts

Contact For	POC
EDI 832 (Catalog) Testing	Bob Thistle – robert.thistle@dla.mil (215) 737-7558 Charles Benn – charles.benn@dla.mil (215) 737-7318 Lou Milano – louis.milano@dla.mil (215) 737-7315
EDI 850 (Purchase Order) Testing	Bob Thistle – robert.thistle@dla.mil (215) 737-7558 Lou Milano – louis.milano@dla.mil (215) 737-7315 Charles Benn – charles.benn@dla.mil (215) 737-7318
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 a purchase order (850) using the stock items from the received catalog. Vendors will then notify DLA that the order was successfully received and will create and send back an invoice (810) file. When DLA confirms that the 810 file was successfully received and processed, EDI Testing is deemed complete.

In production, orders are generated by customers either by manually keying the order directly into STORES or by uploading an order to STORES from one of the service systems. These orders are then translated into an 850 (purchase order) EDI file by STORES and sent through DLA Transaction Services to a vendor's electronic mailbox. Vendors should keep in mind that there are times when a customer could place more than one order in the same day.

Once a vendor receives an order from a customer, the order is filled and the requested stock items are shipped to the customer's delivery location. These locations are determined by the customer and can be a dining facility, warehouse, depot, hospital, ship, child care center, or other facility. Note: Vendors should only deliver items that are on the order and should not substitute any similar items.

After the vendor has delivered the product, customers will verify shipment quantities and make any necessary adjustments to the receipt in STORES. Customers then send the receipt in STORES which generates an electronic validation of the receipt in the DLA Troop Support Financial System. This receipt is then matched to the vendor 810 (invoice) and all matching lines are paid. Any discrepancies between receipt and invoice must be researched before payment is made.

1.3 Transaction Sets

The EDI transaction sets listed below are described in detail in later sections of this guideline. Vendors must be able to support 832–Catalog, 850–Purchase Order and 810–Invoice file transmissions.

Section 2.0 Production Procedures

2.1 Transmission Schedules

Vendors should provide 832 catalog updates to DLA Troop Support before 12:00 Noon (EST) on Fridays each week so stock item changes may be reviewed prior to the update of all the weekly catalogs. Catalog updates sent after Noon on Friday will be reflected in the following weeks catalog update and may result in additional catalog pricing errors and erroneous payments.

As mentioned earlier, outbound 850 purchase orders can be generated anytime during the day seven days a week. Therefore, vendors should be prepared to retrieve order data throughout the day.

2.2 Problem Recovery During Production

After moving into production mode, delays, omissions, duplicates or any other type of error have to be addressed promptly. In the unlikely event that a delay lasts longer than one day, DLA Troop Support customers may contact the vendor regarding the option to fax or email a copy of orders.

If the Interchange Control Number (ISA13 element) is received more than once, the vendor should not process the duplicate transmission. Although the DLA Troop Support standard software has the constraints to prevent sending out duplicate purchase orders, the vendor may still need to consider checking for purchase order numbers that may have inadvertently sent more than once.

The 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 EDI partners of DLA Troop Support interfacing with STORES

For both 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
 Charles Benn, charles.benn@dla.mil, 215-737-7318
 Lou Milano, louis.milano@dla.mil, 215-737-7315

Guidelines for 832 – Catalog

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
ST Transaction	ST01	Transaction Set Identifier Code Definition: A Transaction Set Identifier Code that classifies the EDI file as an 832 catalog Value: ["832"]	3 ID	M
Set Header	ST02	Transaction Set Control Number Definition: The Transaction Set Control Number. Value: [Transaction Set Control Number]	4-9 AN	M

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
BCT Beginning Element for Price/Sales Catalog	BCT01	Price Catalog Identifier Code Definition: Indicates the beginning of the Price Catalog transaction set Value: ["PC"]	2 ID	M
BCT Beginning Element for Price/Sales Catalog	BCT02	Contract Number Definition: Specifies catalog number information Value: [Contract Number]	13 AN	M
DTM Date/Time	DTM01	Effective Date of Change Definition: The code identifying the date and time of the catalog change Value: ["152"]	3 ID	M
DTM Date/Time	DTM02	Update-date (YYMMDD) Definition: The effective date of the catalog change Value: [YYMMDD]	Date	M
DTM Date/Time	DTM03	Update-time (HHMMSS) Definition: The effective time of the catalog change Value: [HHMMSS]	Time	M
LIN Item	LIN01	Line number Definition: Sequential Line numbers for the items on the catalog. Value: [Line Number]	1-11 N	M

LIN Item	LIN02	Stock Number Identifier Code Definition: Code identifying the type of descriptive number used in LIN03. The code ‘SW’ indicates that LIN03 will hold the DLA Troop Support Stock Number for the item on the catalog. Value: [“SW”]	2 ID	M
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<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
LIN Item	LIN03	Stock number Definition: Identifying Code DLA Troop Support uses to identify an item on a catalog. Value: [Stock Number]	13 AN	M
LIN Item	LIN04	Vendor Part Identifier Code Definition: Code identifying the type of descriptive number used in LIN05. The code ‘VP’ indicates that LIN05 will hold the Vendor’s Part Number for the item on the catalog. Value: [“VP”]	2 ID	M
LIN Item	LIN05	Part Number Definition: Identifying Code of the vendor’s product on the catalog Value: [Part Number]	25 AN	M
LIN Item	LIN06	Mutually Defined Identifier Code Definition: This is a constant ‘ZZ’ which indicates that the value in LIN07 is a mutually agreed upon code between the Vendor and DLA. Value: [“ZZ”]	2 ID	M

LIN Item	LIN07	update indicator Definition: The update indicator for an item on the catalog. ‘C’ for a Change or Add, or ‘D’ for Delete Value: [‘C’ or ‘D’]	1 AN	M
LIN Item	LIN08	Mutually Defined Identifier Code Definition: This is a constant ‘ZZ’ which indicates that the value in the LIN09 is a mutually agreed upon code between the Vendor and DLA. Value: [“ZZ”]	2 ID	M

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
LIN Item	LIN09	Economic Indicator Definition: The Economic Indicator for the vendor providing the catalog stock items Value: [One of the below codes – 00 to 08] 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	2 AN	M
LIN Item	LIN10	GTIN Identifier Code 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) Value: [“US”]	2 ID	C

LIN Item	LIN11	Global Trade Item Number (GTIN) Definition: This is the Global Trade Item Number (GTIN) for the item on the catalog. This element is required if LIN10 is provided.	1/40 AN	C
REF Reference Numbers	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 and DLA. Value: ["ZZ"]	2 ID	M
	REF02	Special Order Identifier Code	2 AN	M

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
		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. Value: ["SO"]		
	REF03	Special Ordering Instructions 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. Value: [Special Ordering Instructions or Null]	80 AN	O
	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 and DLA. Value: ["ZZ"]	2 ID	M

	REF02	Foreign Source Identifier Code 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. Value: [FS]	2 AN	M
	REF03	Foreign Source Indicator 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. Value: ['Y' or 'N']	1 AN	M
	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

<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
	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
	PID02	General Description Identifier Code Definition: This code of ‘GEN’ (General Description) indicates that PID05 will provide a general description of the line item. Value: [“GEN”]	3 ID	M
	PID03	Mutually Defined Identifier Code Definition: This is a constant ‘ZZ’ which indicates that the value in PID07 is the Producer Price Index Categories Value: [“ZZ”]	2 ID	C ⁵
	PID04	Not Used		
	PID05	DLA Troop Support Item Description Definition: The vendor will enter a general	80 AN	M

<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
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

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

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
	MEA03	Paper Weight Value Definition: The Paper Weight Value Value: [Paper Weight Value]	9,2 Decimal	C ¹
	MEA04	Paper Weight Unit of Measure Definition: The Paper Weight Unit of Measure Value: [Paper Weight Unit of Measure]	2 ID	C ¹
	MEA01	Waste Identifier Code Definition: The code identifying the broad category to which a measurement applies. In this case the value is “WA” for Waste. (Meaning the following MEA02, MEA03 and MEA04 elements will describe a measure of waste associated with the line item) Value: [“WA”]	2 ID	C ¹
	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	<p>Waste Identifier Code</p> <p>Definition: The code identifying the broad category to which a measurement applies. In this case the value is “WA” for Waste. (Meaning the following MEA02, MEA03 and MEA04 elements will describe a measure of waste associated with the line item)</p> <p>Value: [“WA”]</p>	2 ID	C ¹
	MEA02	<p>Glass Identifier Code</p> <p>Definition: The code identifying the broad category to which a measurement applies. If the packaging is Glass, a value of “ZZZ” is entered. (Total weight of glass packaging for item)</p> <p>Value: [“ZZZ”]</p>	3 ID	C ¹
	MEA03	<p>Glass Weight Value</p> <p>Definition: The Glass Weight Value</p> <p>Value: [Glass Weight Value]</p>	9,2 Decimal	C ¹
	MEA04	<p>Glass Weight Unit of Measure</p> <p>Definition: The Glass Weight Unit of Measure</p> <p>Value: [Glass Weight Unit of Measure]</p>	2 ID	C ¹
P04 Item Physical Detail	PO401	<p>Units-per-purchase-pack</p> <p>Definition: The number of inner pack units per outer pack unit</p> <p>Value: [Units per purchase pack] Element Example: [24] Catalog Item Example: 24 -12 OZ CN</p>	4 UI	M
	PO402	<p>Package-size</p> <p>Definition: The size of supplier units in a pack</p> <p>Value: [Package Size] Example: [12] Catalog Item Example: 24 -12 OZ CN</p>	8 Explicit Decimal 2 “12345.78”	M
	PO403	<p>Package-unit-of-measure</p>	2 AN	M

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
		<p>Definition: The Unit of Measure</p> <p>Value: [Package Unit of Measure]</p> <p>Example: [OZ] – Ounce</p> <p>Catalog Item Example: 24 -12 <u>OZ</u> CN</p>		
	PO404	<p>Packaging-code</p> <p>Definition: The code identifying the type of packaging. (Note: must be “AVG” if item is catch weight)</p> <p>Value: [Packaging Code]</p> <p>Example: [CAN] – Can</p> <p>Catalog Item Example: 24 -12 OZ <u>CN</u></p>	5 AN	M
	PO405	Not Used		
	PO406	<p>Gross Weight/Pack</p> <p>Definition: The numeric value of gross weight per pack</p> <p>Value: [Gross Weight/Pack]</p>	9,2 Decimal	M
	PO407	<p>Gross Weight Unit</p> <p>Definition: The Gross Weight Unit</p> <p>Value: [Gross Weight Unit]</p>	2 ID	M
	PO408	<p>Gross Volume</p> <p>Definition: The numeric value of gross volume per pack</p> <p>Value: [Gross Volume]</p>	9,2 Decimal	M
	PO409	<p>Gross Volume Unit</p> <p>Definition: The Gross Volume Unit in which a value is being expressed</p> <p>Value: [Gross Volume Unit]</p>	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
Segment	Element	Definition and Value	Size	M/C/O
		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 2 position State code for where the item was grown followed by a hyphen "-" and the items Brand Name. The 2 position State Code is NOT mandatory for OCONUS Vendors. The hyphen is only required when State Code is present. Value: [2 position State Code, "-" (hyphen) and Brand Name] Example [PA-KC Mushrooms]	1-80 AN	M
LDT Lead Time	LDT01	Shelf Life Identifier Code Definition: This code identifies the LDT line as dealing with Lead Time/Shelf Life for a stock item. It is a mutually defined Lead Time Code, where AU = Shelf Life Value: ["AU"]	2 ID	O
	LDT02	Shelf Life Definition: A numeric value designating the Shelf Life (the number of months or days) of the product. Value: [Shelf Life]	3 Integer	O

	LDT03	Shelf life Unit Definition: The unit of shelf life time – either months or days Value: [Either “MO” – Month or “DY”- Day]	2 ID	O
LDT Lead Time	LDT01	Lead Time Identifier Code	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

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
	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
	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	<p>Distribution Price Category Code</p> <p>Definition: The Agency maintained Distribution Price Category Code identifying the charge.</p> <p>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”</p> <p>Value: [Distribution Price Category Code]</p>	4 AN	M
	SAC05	<p>Distribution Price for Unit of Measure</p> <p>Definition: The monetary amount of the Distribution Price. If no Distribution Price is applicable, the value submitted should be 0.00.</p>	10,2 Decimal Explicit	M

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
		<p>Definition (Fixed Unit Price): The monetary amount of the Distribution Price (storage and/or handling fee). If no Distribution Price is applicable, the value submitted should be 0.00.</p> <p>Value: [Distribution Price for Unit of Measure]</p>		
CTP Pricing Information	CTP01	Not used	2 ID	O
	CTP02	<p>Standard Price Identifier Code</p> <p>Definition: The standard price identifier code</p> <p>Value: [STA]</p>	3 ID	M

	CTP03	<p>Unit price</p> <p>Definition: The unit price per unit of product. This price includes the distribution price per unit of measure, standard freight, and includes a reduction for all applicable allowances</p> <p>Definition (Fixed Unit Price): The unit price per unit of product. This price contains all elements of price including the distribution price (storage and/or handling fee)</p> <p>Value: [Unit Price]</p>	10,2 Decimal Explicit	M
	CTP04	<p>Catch weight multiple</p> <p>Definition: The Catch Weight multiple number of units (in pounds (lbs.)) that must be ordered to purchase one case of product</p> <p>Value: [Catch Weight Multiple Number of Units]</p>	6 Integer (entered for catch weight items only) otherwise blank	C ³
	CTP05	<p>Unit-of-measure</p> <p>Definition: The standard Unit-of-Measure. (Note: must be "LB" if item is catch weight) This is the unit that defines how the vendor sells the product, and represents the unit that the vendor price is based upon</p>	2 AN	M

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
		Value: [Unit-of-Measure]		
	CTP06	<p>Purchase Ratio Factor Identifier Code</p> <p>Definition: The code identifying the Purchase Ratio Factor as ‘SEL’ – a selling multiplier</p> <p>Value: [“SEL”]</p>	3 ID	M

	CTP07	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 Information	CTP01	Not Used		
	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

<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	<p>Product Price (Pertains to OCONUS contracts) / Delivered Price (Pertains to CONUS contracts)</p> <p>Definition (Product Price): The Manufacturer unit price. This price excludes the distribution price but includes standard freight and a reduction for all applicable allowances per unit of measure</p> <p>Definition (Delivered Price): The unit price excluding distribution price (storage and/or handling fee)</p> <p>Value: [Product Price]</p>	10 Explicit Decimal 2 R	M
CTP Pricing Information	CTP01	Not Used		
	CTP02	<p>Additional Freight Charge Code</p> <p>Definition: The Additional Freight Charge Code for the item being shipped/delivered. This code indicates that CTP03 is additional freight charge.</p> <p>Value: [“PPD”]</p>	4 UI	C ⁶
	CTP03	<p>Additional Freight Charge Price</p> <p>Definition: Additional Freight Charge fee for item being shipped /delivered</p> <p>Value: [Additional Freight Price]</p>	0 Explicit Decimal 2 R	C ⁶
SE Transaction Set	SE01	<p>Number of included segments</p> <p>Definition: The total number of elements included in a transaction set (including ST and SE elements)</p>	1-10 AN	M

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

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

```

SF 1449- SPE300-22-D-4091

Subsistence Prime Vendor Kuwait, Iraq, Syria, and Jordan - KGL Food Services WLL

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

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

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

Points of contact for 850 EDI Testing are:

Lou Milano, louis.milano@dla.mil, 215-737-7315
 Eric Colon, eric.colon@dla.mil, 215-737-7318
 Robert Thistle, robert.thistle@dla.mil 215-737-7558

Guidelines for 850 – Purchase Order

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

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

Segment	Element	Definition / Value	Size
N1 Name	N101	Ship To Definition: The constant value “ST” is required in this segment. Value: [“ST”]	2 A
	N102	Not Used	
	N103	Department of Defense Activity Address Code (DoDAAC) Definition: The constant value “10” is required and indicates the next segment hold the DoDAAC. Value: [“10”]	2 AN
	N104	Ship To Dodaac Definition: This is the DoDAAC of the Ship To Address of the location to where the items will be shipped. Value: [Ship To Dodaac]	6 AN
N2 Additional Name Information	N201	Ship To Facility Name or Number Definition: This is the facility name or number of the location to where the items will be shipped. Value: [Ship To Facility Name or Number]	35 AN
	N202	Ship To Building Name Or Number Definition: This is the building name or number of the location to where the items will be shipped. Value: [Ship To Building Name Or Number]	35 AN
N3 Address Information	N301	Ship To Address-1 Definition: This is the first line address of	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
	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]	
	PO110	Mutually Defined 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. Value: [“ZZ”]	
	PO111	FIC 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. Value: [FIC]	3 AN
PID Production/Item Description	PID01	Free Form Definition: The code indicating the format of the DLA Troop Support Item Description. Value: [“F”]	
	PID02	Not Used	
	PID03	Not Used	
	PID04	Not Used	
	PID05	DLA Troop Support Item Description 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. Value: [DLA Troop Support Item Description]	80 AN
CTT Transaction Totals	CTT01	Line Item Number Definition: This is the total number of line items in the purchase order.	4 UI

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
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

```

PO1*0090*4*CS*20.94**VP*55555*SW*891001E299881*ZZ*U47
PID*F****CHEESE, COTTAGE, CHL, ESL, SMALL CU
PO1*0091*11*LB*3.25**VP*66666*SW*891501E213599*ZZ*V42
PID*F****CUCUMBERS, BULK, FRESH, US NO. 1 GR
PO1*0092*36*LB*2.28**VP*77777*SW*891501E21325
2
PID*F****GRAPES,FRESH,RED,GLOBE,BULK,US NO.
PO1*0093*54*LB*.99**VP*88888*SW*891501E213604*ZZ*V6
1
PID*F****HONEYDEW MELONS, FRESH, BULK, US NO
PO1*0094*28*LB*3.33**VP*99999*SW*891501E213605*ZZ*V66
PID*F****KIWIFRUIT, FRESH, BULK, US GR NO. 1
PO1*0095*72*LB*2.37**VP*12222*SW*891501E213607*ZZ*V69
PID*F****LETTUCE, ICEBERG, FRESH, BULK, US N
PO1*0096*11*LB*2.95**VP*21222*SW*891501E213614*ZZ*V87
PID*F****ONIONS, GREEN, FRESH, US NO. 1 GR,
PO1*0097*88*LB*.67**VP*323333*SW*891501E31046
6
PID*F****ONIONS, YELLOW, LG, DRY, BUY IN 1 L
PO1*0098*22*LB*3.94**VP*434444*SW*891501E213620*ZZ*W02
PID*F****PEPPERS, BELL, SWT, FRESH, US NO 1
PO1*0099*66*LB*1.07**VP*545555*SW*891501E213622*ZZ*W07
PID*F****PINEAPPLE, FRESH, BULK, US NO. 1 GR
PO1*0100*66*LB*.85**VP*656666*SW*891501E21178
2
PID*F****POTATOES, FRESH, MAYQUEEN 2L, US#1
PO1*0101*44*LB*.82**VP*177777*SW*891501E213626*ZZ*W15
PID*F****POTATOES, WHITE, FRESH, FOR BAKING,
PO1*0102*72*LB*3.08**VP*3288888*SW*891501E21178
5
PID*F****TOMATOES, FRESH, LARGE, US#1 OR LOC
PO1*0103*18*CS*6.6**VP*888655*SW*891001E391626*ZZ*U9
5
PID*F****YOGURT, REG, VARIETY, CHL, ESL, FRU
PO1*0104*34*LB*1.14**VP*655555*SW*891501E213601*ZZ*V54
PID*F****GRAPEFRUIT, FRESH, US NO. 1 GRADE,
PO1*0105*190*LB*1.21**VP*867567676*SW*891501E213615*ZZ*V89
PID*F****ORANGES, FRESH, ANY VARIETY EXCEPT
PO1*0106*44*LB*1.37**VP*32323111*SW*891501E213633*ZZ*W39
PID*F****TANGERINES, FRESH, BULK, US NO. 1 G
CTT*21*2038.4
SE*51*000000001
GE*1*1161
IEA*1*000001161

3.3 810 INVOICE - VERSION 4010

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

Points of contact for 810 Invoice Testing are:

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

Guidelines for 810 – Invoices

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
Transaction Set Header (ST)	ST01	Transaction Set Identifier Code Definition: Code uniquely identifying a transaction set. Value: [810]	3/3 ID	M
	ST02	Transaction Set Control Number Definition: Identifying control number that must be unique within the Transaction set functional group assigned by the originator for a transaction set Value: [Transaction Set Control Number]	4-9 AN	M
Beginning Segment for Invoice (BIG)	BIG01	Invoice Date Definition: The invoice date 3050 Value: [YYMMDD] 3050 Example: [101312]	6 - Date	M
	BIG02	Invoice Number Definition: Identifying number assigned by issuer Value: [Invoice Number]	1-22 AN	M

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

	N103	<p>Identification Code Qualifier</p> <p>Definition: This Identification Code will always be '10', designating it as a Dept of Defense Activity Address Code (DoDAAC)</p> <p>Value: ["10"]</p>	1/2 AN	M
Segment	Element	Definition and Value	Size	M/C/O
	N104	<p>Ship To DoDAAC</p> <p>Definition: The Ship-To DoDAAC for the invoice.</p> <p>Value: [Ship To DoDAAC]</p>	6/6 AN	M
Reference Numbers (REF)	REF01	<p>Reference I.D. Qualifier</p> <p>Definition: This Reference Number Qualifier will always be 'RQ', the code for Purchase Requisition Number</p> <p>Value: ["RQ"]</p>	2/2 ID	M
	REF02	<p>Purchase Order Number</p> <p>Definition: The Purchase Order Number (or Reference ID)</p> <p>Value: [PO Number]</p>	14/14 AN	M
Date/Time Reference (DTM)	DTM01	<p>Date/Time Qualifier</p> <p>Definition: This element displays a Date Qualifier of '011'</p> <p>Value: ["011"]</p>	3/3 ID	M
	DTM02	<p>Date</p> <p>Definition: This element displays the Date the invoice was sent</p> <p>3050 Value: [YYMMDD]</p>	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
	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
Segment	Element	Definition and Value	Size	M/C/O
	IT110	Vendor Number Definition: The code specifying the next element will display the Vendor's Item Number. Note: Must be populated when the vendor is a prime vendor. Value: ["VN"]	2/2 ID	C
	IT111	Vendor Item Number Definition: The Vendor's Item Number identifying the item on the invoice Note: Must be populated when the IT110 is populated. Value: [Vendor Item Number]	1/30 AN	C
Total Monetary Value Summary (TDS)	TDS01	Amount of Total Invoice Definition: The total invoice amount Value: [Invoice Amount]	1/10 N2	M
Transaction Totals (CTT)		Number of line items invoiced Definition: The total number of line items invoiced Value: [Number of line items invoiced]	1/6 No	M

SE Segment Elements	SE01	Number of included segments Definition: Total number of segments in the 810 Value: [Number of included segments]	1/10 No	M
	SE02	Transaction Set Control Number Definition: The unique identifying control number for the 810 transaction set Value: [Transaction Set Control Number]	4/9 AN	M

810 Invoice Example

ISA*00* *00* *ZZ*COMPANYABC *ZZ*DTDN
 *20120301*0900*U*00401*000129756*1*P*>
 GS*IN*COMPANYABC*HBJSUB*20120301*0900*129756*X*0
 04010
 ST*810*0001
 BIG*20120301*281082**SPM300010DXXXX*642T**
 DI*ZZ N1*ST*HEYRATAN*10*WZZZZZ
 REF*RQ*WYYYYYY20430641
 DTM*011*120301
 IT1*1212*0*LB*0**FS*891501E2XXXXX*ZZ*PV*VN*7171
 IT1*1213*0*LB*0**FS*891501E2XXXXX*ZZ*PV*VN*7115
 IT1*1214*18*LB*1.00**FS*891501E2XXXXX*ZZ*PV*VN*7099
 IT1*1215*20*LB*1.00**FS*891501E2XXXXX*ZZ*PV*VN*7186
 IT1*1216*0*LB*0**FS*891501E2XXXXX*ZZ*PV*VN*7173
 IT1*1217*0*LB*0**FS*891501E2XXXXX*ZZ*PV*VN*7109
 IT1*1218*0*CS*0**FS*891001E2XXXXX*ZZ*PV*VN*1841
 IT1*1219*0*CS*0**FS*891001E2XXXXX*ZZ*PV*VN*1840
 IT1*1220*0*CS*0**FS*891001E2XXXXX*ZZ*PV*VN*18752
 IT1*1221*40*LB*1.00**FS*891501E2XXXXX*ZZ*PV*VN*7172
 IT1*1222*40*LB*1.00**FS*891501E2XXXXX*ZZ*PV*VN*7176
 IT1*1223*0*LB*0**FS*891501E2XXXXX*ZZ*PV*VN*7098
 IT1*1224*30*LB*1.00**FS*891501E2XXXXX*ZZ*PV*VN*7096
 IT1*1225*0*LB*0**FS*891501E2XXXXX*ZZ*PV*VN*7112
 IT1*1226*0*LB*0**FS*891501E3XXXXX*ZZ*PV*VN*7188
 IT1*1227*0*LB*0**FS*891501E3XXXXX*ZZ*PV*VN*7185
 IT1*1228*0*LB*0**FS*891501E2XXXXX*ZZ*PV*VN*7183
 IT1*1229*0*LB*0**FS*891501E2XXXXX*ZZ*PV*VN*7107
 IT1*1230*33*LB*1.00**FS*891501E2XXXXX*ZZ*PV*VN*7170
 IT1*1231*0*LB*0**FS*891501E2XXXXX*ZZ*PV*VN*7102
 IT1*1232*0*LB*0**FS*891501E2XXXXX*ZZ*PV*VN*7101

SF 1449– SPE300-22-D-4091

Subsistence Prime Vendor Kuwait, Iraq, Syria, and Jordan – KGL Food Services WLL

IT1*1233*0*CS*0**FS*891001E3XXXXX*ZZ*PV*VN*9371

TDS*15216

CTT*22

SE*30*0001

3.4

864 Text Message (Internal Process for Rations)

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

3.5 997 Functional Acknowledgement Version 3040 (Vendor to STORES)

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

997 Guidelines

Segment	Element	Value / Definition	Size	M/C/O
ST Transaction Set Header	ST01	Transaction Set Identifier Code Definition: This is the Transaction Set Identifier Code Value: [“997”]	3 N	M
	ST02	Transaction Set Control Number Definition: Transaction Set Control Number Value: [Transaction Set Control Number]	4/9 AN	M
AK1 Functional Group Response Header	AK101	Functional Identifier Code Definition: The Functional Identifier Code holds the code of the transaction being acknowledged. Example “PO” or “TX” Value: [“PO” or “TX”]	2/2 AN	M
	AK102	Group Control Number Definition: The Group Control Number holds the value of the group control number of the transaction being acknowledged.	1/9 AN	M

Segment	Element	Value / Definition	Size	M/C/O
		Value: [Group Control Number]		
AK2 Transaction Set Response Header	AK201	Transaction Set Identifier Code Definition: This is the Transaction Set Identifier Code and it hold the transactions set Id found in the ST segment in the transaction being acknowledged	3/3 ID	M
	AK202	Transaction Set Control Number Definition: This the Transaction Set Control Number and it holds the transaction set control number found in the ST segment in the transaction being acknowledged	4/9 AN	M
AK5 Transaction Set Response Trailer	AK501	Transaction Set Acknowledgement Definition: This is the Transaction Set Acknowledgement Code and it should contain an “A” if transaction Accepted and “R” if it is Rejected.	1 A	M
AK9 Functional Group Response Trailer	AK901	Functional Group Acknowledge Code Definition: This is the Functional Group Acknowledge Code and it should contain the value of “A” if the transmitted functional group is accepted	1 A	M
	AK902	Number of Transaction Sets Included Definition: This segment will hold the Number of Transaction Sets Included Value: [Number Of Transaction Sets Included]	1 N	M
	AK903	Number of Received Transactions Sets	1 N	M

Segment	Element	Value / Definition	Size	M/C/O
		<p>Definition: This segment will hold the Number of Received Transactions Sets</p> <p>Value: [Number Of Received Transactions Sets]</p>		
	AK904	<p>Number of Accepted Transactions Sets</p> <p>Definition: This segment will hold the Number of Accepted Transactions Sets</p> <p>Value: [Number Of Accepted Transactions Sets]</p>	1 N	M
SE Transaction Set Trailer	SE01	<p>Number of Included Segments</p> <p>Definition: This segment will hold the Number of Included Segments.</p> <p>Value: [Number Of Included Segments]</p>	1/10 N	M
	SE02	<p>Transaction Set Control Number</p> <p>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.</p> <p>Value: [Transaction Set Control Number]</p>	4/9 AN	M

997 Functional Acknowledgement Example

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ISA*00*                *00*
                        *08*STORESVENDOR*08*S39017*120214*2109*U*00304*900149639*O*P*>
GS*FA* STORESVENDOR *S39017*120214*2109*159639*X*003040
ST*997*4587
AK1*PO*1161
AK2*850*000000001
AK5*A
AK9*A*1*1*1
SE*6*4587
GE*1*159639
IEA*1*900149639
ISA*00*                *00*                *08* STORESVENDOR                *08*S39017
                        *120214*2129*U*00304*900149640*O*P*
    
```

Document Change Log

1. Changed definition and value for Element ITD12 (Brand Name) from:

ITD12	<p>Brand Name</p> <p>Definition: A description field that allows for entry of an items Brand Name</p> <p>Value: [Brand Name]</p>
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To the value below:

ITD12	<p>Brand Name</p> <p>Definition: A description field that allows for entry of an 2 position State code for where the item was grown followed by a hyphen “-“ and the items Brand Name. The 2 position State Code is NOT mandatory. The hyphen is only required when State Code is present.</p> <p>Value:[2 position State Code, “-“ (hyphen) and Brand Name] Example [PA-KC Mushrooms]</p>
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Completed by Charles Benn on 8-17-16.