

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF 159	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SPM300-13-R-0023	
6. SOLICITATION ISSUE DATE 30 NOV 2012		7. FOR SOLICITATION INFORMATION CALL: Neil-Michael Chiaradio		8. OFFER DUE DATE/LOCAL TIME 31 DEC 2012 3:00 PM EST		b. TELEPHONE NUMBER (No collect calls) 215-737-8545	
9. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE, FTAF 700 ROBBINS AVE PHILADELPHIA, PA 19111				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS NAICS: 311999 SIZE STANDARD: 500 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
15. DELIVER TO SEE SCHEDULE		16. ADMINISTERED BY SAME AS BLOCK 9		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
17a. CONTRACTOR/OFFEROR CODE		18a. PAYMENT WILL BE MADE BY CODE		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		ACQUISITION FOR FULL LINE FOOD DISTRIBUTION FOR AUTHORIZED CUSTOMERS IN GUAM					
		(Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA		26. TOTAL AWARD AMOUNT (For Govt. Use Only)					
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED		29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) Dennis Strolle		31c. DATE SIGNED	

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SF1449 - CONTINUATION SHEET

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

BLOCK 8 (continued):

OFFER DUE DATE/LOCAL TIME: December 31, 2012, 3:00 P.M. PHILADELPHIA TIME

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

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

BLOCK 9 (continued):

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

Send **MAILED OFFER** to:

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

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Deliver **HAND CARRIED OFFER**, including delivery by commercial carrier, to:
DLA TROOP SUPPORT
BUSINESS OPPORTUNITIES OFFICE
BLDG. 36, SECOND FLOOR
700 ROBBINS AVENUE
PHILADELPHIA, PA 19111-5092

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

Contractors intending to deliver offers in-person should be advised that the Business Opportunities Office (Bid Room) is located within a secure military installation. In order to gain access to the facility, an escort may be required. The escort will be an employee from the Bid Room. The following are telephone numbers for the Bid Room: (215)737-8511, (215)737-9044, (215)737-8556, (215)737-0317. It is the offeror's responsibility to ensure that offers are received at the correct location at the correct time. Please allow sufficient time to complete delivery of hand carried offers. Since the length of time necessary to gain access to the facility varies based on a number of circumstances, it is recommended that you arrive at the installation at least one hour prior to the time the solicitation closes to allow for security processing and to secure an escort. NOTE: THIS IS A SUGGESTION AND NOT A GUARANTEE THAT YOU WILL GAIN ACCESS TO THE BASE IF YOU ARRIVE ONE HOUR BEFORE THE OFFER IS DUE.

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

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

BLOCK 17A. (Continued):

OFFERORS: SPECIFY

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

BLOCK 17B. (CONTINUED)

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

Offeror's assigned DUNS Number: _____

AUTHORIZED NEGOTIATORS:

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

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

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CAUTION NOTICE

NOTICE TO DLA SUPPLIERS

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

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

Additional copies of Attachments 1 and 2, the Schedule of Items and the Category Distribution Price List, will be provided by DLA Troop Support to offerors upon request (e-mail request is preferred). See below e-mail contact information.

DLA Troop Support Points of Contact:

Neil.Michael.Chiaradio@dla.mil

Michelle.Norton@Dla.mil

Clinton.Williams@dla.mil

Dennis.Strolle@dla.mil

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CAUTION NOTICE

**CONTRACTOR CODE OF BUSINESS ETHICS (FEB 2012)
TROOP SUPPORT****DLA**

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

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

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******PRE-PROPOSAL QUESTIONS********SOLICITATION NUMBER SPM300-13-R-0023**

DLA TROOP SUPPORT WILL ENTERTAIN PRE-PROPOSAL QUESTIONS TO FURTHER CLARIFY AND DISCUSS THE REQUIREMENTS OF THIS SOLICITATION.

DUE DATE FOR QUESTIONS IS DECEMBER 7, 2012

3:00 PM, PHILADELPHIA TIME.

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

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

THIS INFORMATION MAY BE FAXED TO NEIL-MICHAEL CHIARADIO OR CLINTON WILLIAMS AT 215-737-3215 OR SENT VIA EMAIL TO Neil.Michael.Chiaradio@dla.mil AND Clinton.Williams@dla.mil.

NOTE: Vendors are encouraged to carefully review the solicitation before developing questions for submission. Answers to questions will be provided via amendment.

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CAUTION NOTICE

????

DID YOU REMEMBER TO:

????

Number	Reminder	Check
1	Request Attachments 1, 2, and 3 from the Contracting Officer, as indicated below and use the provided spreadsheets for submission of your pricing information?	
2	Fill in and sign SF1449 as required?	
3	Print one copy of the solicitation from the DLA Troop Support web site www.troopsupport.dla.mil/subs/pv/regions/pacific/pvpacific.asp ? Return one (1) signed and completed copy of this solicitation with your proposal?	
4	Return one (1) signed copy of any amendments issued to this solicitation.	
5	Prepare and return 6 written and 2 electronic copies of the Technical Proposal, 2 written copies of the Business Proposal / Pricing (exclusive of attachments 1 through 4), and 2 electronic copies of attachments 1 through 4?	
6	Submit Attachment 1, and exhibit 1 in accordance with the instructions in the solicitation (two working copies on a Microsoft Excel Spreadsheet formatted CD)?	
7	Submit (1) hard copy of each MANUFACTURER'S quote or invoice for every item listed on Attachments 1(ONE COPY OF THE QUOTE OR INVOICE FOR EACH INDIVIDUAL ITEM)? Label or use a cover sheet for each quote or invoice to identify the item number from the schedule that it supports? Submit the quotes or invoices in item number sequence? Submit quotes or invoices that are dated within forty-five (45) days prior to the date specified for receipt of offers (initial or revised, whichever is later)? Are FOB Origin Terms clearly identified on the quote or invoice? Is the NAPA discount clearly identified on the quote or invoice and removed from the product price? Refer to solicitation for actual requirements.	
8	Submit a list of CONUS and OCONUS "Distribution Facility(s)" or "Places of Performance" that will directly support the proposed customers? Warehouses functioning as backups should be designated as such.	
9	Check your math for accuracy on your Business Proposal/Pricing?	
10	Submit your best offer?	
11	A Government Owned, Contractor Operated (GOCO) facility is available to be utilized, see Statement of Work paragraph XIV, J has fill-ins that need to be completed.	
12	Identify your authorized negotiators on page 3 as required. Did you identify which negotiator will serve as the primary point of contact?	
13	Submit a list of all your affiliates / subsidiaries / partially or wholly-owned companies that will be utilized for this contract.	
14	Under Low Price Technically Acceptable (LPTA) process, award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for all non-cost factors.	

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FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS
(FEB 2012)

(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 Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

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

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The

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FAR 52.212-4 (continued)

Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

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

-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract

PRIME VENDOR GUAM

FAR 52.212-4 (continued)

clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

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

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

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

(i) *Payment.*

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

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and 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—

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FAR 52.212-4 (continued)

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

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

(C) Affected contract line item or sub-line 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 Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.

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

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

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

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

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

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

PRIME VENDOR GUAM

FAR 52.212-4 (continued)

(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

PRIME VENDOR GUAM

FAR 52.212-4 (continued)

Government using its standard record keeping system have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

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

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

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

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

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

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

- (1) The schedule of supplies/services.

PRIME VENDOR GUAM

FAR 52.212-4 (continued)

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

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

(2)

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

(A) Change the name in the CCR database;

PRIME VENDOR GUAM

FAR 52.212-4 (continued)

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

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

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

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

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423, or 269-961-5757.

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ADDENDUM TO FAR 52.212-4

Contract Terms and Conditions – Commercial Items

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

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

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

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

(c) Changes.

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

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

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

3. Paragraph (m), Termination for Cause.

Delete paragraph (m) in its entirety and substitute the following:

(m) Termination for Cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If this contract is terminated in whole or in part for cause, and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of \$1350.00 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for cause following which the Government repurchases the terminated supplies or services. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

- (1) Immediately notify the following personnel:
 - (i) Customers that have received the recalled product
 - (ii) DLA Troop Support Contracting Officer
 - (iii) DLA Troop Support Integrated Supply Team (IST) Chief
 - (iv) DLA Troop Support Contract Specialist

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Addendum to FAR 52.212-4 (continued)

- (v) DLA Troop Support Tailored Vendor Logistic Specialist
- (vi) DLA Troop Support Consumer Safety Officer
- (2) Provide the following information to the DLA Troop Support Consumer Safety Officer:
 - (i) Reason for recall
 - (ii) Level of recall, i.e. Type I, II or III
 - (iii) Description of product, including specific manufacturer's lot numbers
 - (iv) Amount of product
 - (v) List of customers that have received product
 - (vi) Name and phone number of responsible person (Recall Coordinator)
- (3) The contractor should provide a Final Status Report of Recall, when completed, to the DLA Troop Support Consumer Safety Officer."

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

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in its Technical Proposal in response to this solicitation.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215- 8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (10) of the clause, following "the specification" in the order of precedence.

6. Paragraph (t), Central Contractor Registration (CCR).

Add the following:

(5) Definitions.

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

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

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

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

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

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

"Registered in the CCR Database" means that—

- (a) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 numbers, into the CCR database;

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Addendum to FAR 52.212-4 (continued)

- (b) The Contractor's CAGE code is in the CCR database; and
 (c) The Government has validated all mandatory data fields and has marked the records "Active".

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

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

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

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

THE FOLLOWING ADDITIONAL CLAUSES ARE INCORPORATED BY REFERENCE:

<u>CLAUSE NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
FAR 52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
FAR 52.208-9	Contractor Use of Mandatory Sources of Supplies or Services	OCT 2008
FAR 52.211-5	Material Requirements	AUG 2000
FAR 52.222-29	Notification of Visa Denial	JUN 2003
FAR 52.229-6	Taxes-Foreign Fixed-Price Contracts	JUN 2003
FAR 52.232-17	Interest	OCT 2010
FAR 52.242-13	Bankruptcy	JULY 1995
FAR 52.242-15	Stop-Work Order	AUG 1989
FAR 52.243-6	Change Order Accounting	APR 1984
FAR 52.245-1	Government Property	APR 2012
FAR 52.247-29	F.O.B. Origin	FEB 2006
FAR 52.247-34	F.O.B. Destination	NOV 1991
FAR 52.251-1	Government Supply Sources	APR 2012
DFARS 252.201-7000	Contracting Officer's Representative	DEC 1991
DFARS 252.204-7003	Control of Government Personnel Work Product	APR 1992

<u>CLAUSE NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
DFARS 252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country	DEC 2006
DFARS 252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
DFARS 252.225-7002	Qualifying Country Sources as Subcontractors	JUN 2012
DFARS 252.225-7005	Identification of Expenditures in the United States	JUN 2005
DFARS 252.225-7041	Correspondence in English	JUN 1997
DFARS 252.225-7042	Authorization to Perform	APR 2003
DFARS 252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
DFARS 252.229-7001	Tax Relief	JUN 1997

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Addendum to FAR 52.212-4 (continued)**FAR 52.252-2 (continued)**

DFARS 252.232-7010	Levies on Contract Payments	DEC 2006
DFARS 252.233-7001	Choice of Law (Overseas)	JUN 1997
DFARS 252.243-7001	Pricing of Contract Modifications	DEC 1991
DFARS 252.243-7002	Requests for Equitable Adjustment	MAR 1998
DLAD 52.211-9010	Shipping Label Requirements – MIL – STD – 129P	MAR 2012
DLAD 52.246-9039	Removal of Government Identification from Non-Accepted Supplies	NOV 2011

DLAD 52.247-9012	Requirements for treatment of wood packaging material (WPM)	FEB 2007
DFARS 252.251-7000	Ordering From Government Supply Sources	AUG 2012

FAR: <https://www.acquisition.gov/far/index.html>;

DFARS: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

DLAD: <http://www.dla.mil/Acquisition/Documents/DLAD%20Rev%205.htm>

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

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

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

THE FOLLOWING ADDITIONAL CLAUSES ARE INCORPORATED IN FULL TEXT:**FAR 52.209-9– Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012)**

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

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consist of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

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Addendum to FAR 52.212-4 (continued)**FAR 52.209-9 (continued)**

- (i) Government personnel and authorized users performing business on behalf of the Government; or
 - (ii) The Contractor, when viewing data on itself; and
 - (2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--
 - (i) Past performance reviews required by subpart 42.15;
 - (ii) Information that was entered prior to April 15, 2011; or
 - (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.
 - (b) The Contractor will receive notification when the Government posts new information to the Contractor's record.
- (1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.
- (2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
 - (3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.
 - (d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

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Addendum to FAR 52.212-4 (continued)**FAR 52.216-19 – ORDER LIMITATIONS (Oct 1995)**

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

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

(1) Any order for a single item in excess of \$288,750,000.00

(2) Any order for a combination of items in excess of \$288,750,000.00

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

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

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

FAR 52.216-22 – INDEFINITE QUANTITY (Oct 1995)

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

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

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

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

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

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

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Addendum to FAR 52.212-4 (continued)**FAR 52.228-3 – Workers Compensation Insurance (Defense Base Act) (Apr 1984)**

The Contractor shall

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

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

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

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

Department of Defense Office of Inspector General
Investigative Policy and Oversight
4800 Mark Center Drive, Suite 11H25
Alexandria, VA 22350-1500

Toll Free Telephone: 866-429-8011

DFARS 252.209-7998 Representation Regarding Conviction of a Felony Criminal Violation under any Federal or State Law.

See Class Deviation 2012-O0007, Prohibition Against Contracting with Corporations that Have a Felony Conviction, dated March 9, 2012. Contracting officers shall include the provision at 252.209-7998 in all solicitations that will use funds made available by Division H of the Consolidated Appropriations Act, 2012, including solicitations for acquisition of commercial items under FAR part 12, and shall apply the restrictions included in the deviation. This deviation is effective beginning March 9, 2012, and remains in effect until incorporated in the FAR or DFARS or otherwise rescinded.

DFARS 252.209-7999 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law.

See Class Deviation 2012-O0004, Prohibition Against Contracting With Corporations That Have an Unpaid Delinquent Tax Liability or a Felony Conviction under Federal Law, dated January 23, 2012. Contracting officers shall include this provision in all solicitations that will use funds made available by Division A of the Consolidated Appropriations Act, 2012, including solicitations for acquisition of commercial items under FAR part 12, and shall apply the restrictions included in the deviation. This deviation is effective beginning January 23, 2012, and remains in effect until incorporated in the FAR or DFARS or otherwise rescinded.

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Addendum to FAR 52.212-4 (continued)**DFARS 252.216-7006 Ordering (MAY 2011)**

- (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 the 64 month-term of the contract.
- (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.

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

- (a) *Definition.* "United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.
- (b) *Reporting requirement.* The Contractor shall submit a report in accordance with this clause, if the Contractor or a first-tier subcontractor will perform any part of this contract outside the United States and Canada that—
 - (1) Exceeds \$650,000 in value; and
 - (2) Could be performed inside the United States or Canada.
- (c) *Submission of reports.* The Contractor—
 - (1) Shall submit a report as soon as practical after the information is known;
 - (2) To the maximum extent practicable, shall submit a report regarding a first-tier subcontractor at least 30 days before award of the subcontract;
 - (3) Need not resubmit information submitted with its offer, unless the information changes;
 - (4) Shall submit all reports to the Contracting Officer; and
 - (5) Shall submit a copy of each report to: Deputy Director of Defense Procurement and Acquisition Policy (Contract Policy and International Contracting), OUSD (AT&L) DPAP(CPIC), Washington, DC 20301-3060.
- (d) *Report format.* The Contractor—

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Addendum to FAR 52.212-4 (continued)**DFARS 252.225-7004(continued)**

(1) Shall submit reports using—

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

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

(2) May obtain copies of DD Form 2139 from the Contracting Officer or via the Internet at <http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.

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

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

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

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

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

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

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

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

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

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

(e) *Report format.* The Contractor—

(1) Shall submit reports using—

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

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Addendum to FAR 52.212-4 (continued)**DFARS 52.225-7006 (continued)**

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

(2) May obtain copies of DD Form 2139 from the Contracting Officer or via the Internet at
<http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.

(f) *Subcontracts*. The Contractor—

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

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

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

DLAD 52.211-9046 FDA COMPLIANCE (NOV 2011)

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

PRIME VENDOR GUAM**Addendum to FAR 52.212-4 (continued)****DLAD 52.215-9023 Reverse Auction (NOV 2012)**

The Contracting Officer may utilize on-line reverse auctioning as a means of conducting price discussions under this solicitation. If the Contracting Officer does not conduct a reverse auction, award may be made on the basis of initial offers or following discussions not using reverse auctioning as a pricing technique. If the Contracting Officer decides to use on-line reverse auctioning to conduct price negotiations, the Contracting Officer will notify offerors of this decision and the following provisions will apply.

(a) The award decision will be made in accordance with the evaluation factors as set forth in the solicitation. The reverse on-line auction will be used as a pricing technique during discussions to establish the final offered prices from each offeror. These prices will be used in conjunction with the evaluation factors stated elsewhere in the solicitation in order to make the award decision in accordance with the basis for award stated in the solicitation.

(b) Following the decision to conduct discussions using on-line reverse auctioning as a pricing technique, the Contracting Officer or his/her representative will provide offerors determined to be in the competitive range with information concerning the on-line auction process. The Government intends to use a commercial web-based product to conduct the reverse auction.

(c) Prior to or simultaneously with conducting the on-line reverse auction, the Contracting Officer may hold discussions with the offerors concerning matters appropriate for discussion, such as issues involving technical proposals or unbalanced pricing.

(d) The lowest offeror's price(s) for each round of the reverse auction will be disclosed to other offerors and anyone else having authorized access to the on-line auction. This disclosure is anonymous, meaning that each offeror's identity will be concealed from other offerors (although it will be known to the Government; only a generic identifier will be used for each offeror's proposed pricing, such as "Offeror A" or "lowest-priced offeror"). By submitting a proposal in response to the solicitation, offerors agree to participate in the reverse auction and that their prices may be disclosed, including to other offerors, during the reverse auction.

(e) The reverse auction system currently in use designates offers as "Lead," meaning the current low price in that auction, or "Not Lead," meaning not the current low price in that auction. In the event of a tie offer, the reverse auction provider's system designates the first offer of that price as "Lead" and the second or subsequent offer of that price as "Not Lead." Offerors shall not submit a tie offer, since this is inconsistent with the purpose of the reverse auction. If a tie offer is submitted, the "Not Lead" offeror that submitted the tie offer must offer a changed price; it will be ineligible for award if the final price in the auction is the tie offer price.

(f) An offeror's final auction price at the close of the reverse auction will be considered its final proposal revision. No price revisions will be accepted after the close of the reverse auction, unless the Contracting Officer decides that further discussions are needed and final proposal revisions are again requested in accordance with Federal Acquisition Regulation (FAR) 15.307, or the Contracting Officer determines that it would be in the best interest of the Government to re-open the auction.

(g) The following information is provided regarding the procedures to be followed if a reverse auction is conducted.

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Addendum to FAR 52.212-4 (continued)**DLAD 52.215-9023 Reverse Auction (continued)**

- (1) Each offeror identified by the Contracting Officer as a participant in the reverse auction will be contacted by Defense Logistic Agency's commercial reverse auction service provider to advise the offeror of the event and to provide an explanation of the process.
- (2) In order for an Offeror to participate in the reverse auction, such offeror must agree with terms and conditions of the entire solicitation, including this provision, and agree to the commercial reverse auction service provider's terms and conditions for using its service. Information concerning the reverse auction process and the commercial service provider's terms and conditions is embedded within the email notification sent by the on-line reverse auction pricing tool system administrator.
- (3) Offerors shall secure the passwords and other confidential materials provided by the commercial reverse auction service provider or the Government and ensure they are used only for purposes of participation in the reverse auction. Offerors shall keep their own and other offerors' pricing in confidence until after contract award.
- (4) Any offeror unable to enter pricing through the commercial reverse auction service provider's system during a reverse auction must notify the Contracting Officer or designated representative immediately. The Contracting Officer may, at his/her sole discretion, extend or re-open the reverse auction if the reason for the offeror's inability to enter pricing is determined to be without fault on the part of the offeror and outside the offeror's control.
- (5) The reverse auction will be conducted using the commercial reverse auction service provider's website as embedded in the email notification. Offerors shall be responsible for providing their own computer and internet connection.
- (6) Training:
 - (i) The commercial reverse auction service provider and/or a Government representative will provide familiarization training to offerors' employees; this training may be provided through written material, the commercial reverse auction service provider's website, and/or other means.
 - (ii) An employee of an offeror who successfully completes the training shall be designated as a 'trained offeror.' Only trained offerors may participate in a reverse auction. The Contracting Officer reserves the right to request that offerors provide an alternate offeror employee to become a 'trained offeror.' The Contracting Officer also reserves the right to take away the 'trained offeror' designation from any trained offeror who fails to abide by the solicitation's or commercial reverse auction service provider's terms and conditions.

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Addendum to FAR 52.212-4 (continued)**DLAD 52.216-9065 ECONOMIC PRICE ADJUSTMENT – ACTUAL MATERIAL COSTS FOR DLA TROOP SUPPORT - SUBSISTENCE PRODUCT PRICE BUSINESS MODEL (NOV 2011)**

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

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

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

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

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

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

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

(i) Exceptions:

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

(1) The product is listed in category {9} (The Contracting Officer shall fill-in the distribution category for Prime Vendor Fresh Fruits and Vegetables (FF&V)); and

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

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

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Addendum to FAR 52.212-4 (continued)**DLAD 52.216-9065 (continued)**

(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 FOB Origin/Nonprofit Agency. (Prices set in accordance with applicable law (FOB 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 FOB Origin/Point of the manufacturer's distributor because the manufacturer will not sell directly to the prime vendor. This exception must be approved by the Contracting Officer on a case by case basis. Support documentation is required.

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

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

(5) "Distribution Price(s)" means the firm fixed price portion of the Contract Unit Price, offered as a dollar amount per unit of issue, rounded up or down to the nearest cent. The Distribution Price is the only method for the Contractor to bill the Government for all aspects of contract performance other than Product Price, including but not limited to, the performance requirements of this SOW. As detailed above in (3), Product Price is distinct from and not to be included in the Distribution Price. For use in outside contiguous United States (OCONUS) location(s) that do not use distribution price language in alternates I or II. {Subsistence Prime Vendor Guam}.

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

(7) "Ordering Month" means from the {Sunday 12:01 am} of the First full week in a calendar month through the last {Saturday 11:59 pm} in that calendar month (Eastern Time ET, standard or daylight as applicable).

PRIME VENDOR GUAM

Addendum to FAR 52.212-4 (continued)DLAD 52.216-9065 (continued)

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

(c) Price adjustments:

(1) General:

(i) All contract unit prices shall be fixed and remain unchanged until changed pursuant to this clause or other applicable provision of the contract. Only the Product price component of the Contract Unit Price is subject to adjustment under this clause. After the first Ordering month, if the Contractor's Product Price changes for any or all contract unit prices, the Contract Unit Price shall be changed in the next month's Ordering Catalog upon the Contractor's request, submitted in accordance with paragraph iii below, by the same dollar amount of the change in the Product price, subject to the limitations in paragraph (d). The price change shall be effective at the beginning of the next Ordering Month. All Ordering Catalog Unit Prices computed in accordance with this clause and in effect when an order is placed shall remain in effect for that order through delivery. DLA Troop Support will be charged the Contract Unit Price in effect at the time of each order regardless of any changes in the unit price occurring in any subsequent Ordering Month.

(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 {12:00 pm} local Philadelphia time on the last {Monday} of each month for submission not later than {12:00 pm} local Philadelphia time on the last {Monday} of each month, to be effective in the following Ordering Month's Ordering Catalog prices. The Product Price shall have any and all Product Allowance subtractions made prior to presenting the Product Price to DLA Troop Support. The Contractor shall notify the Contracting Officer of its notice/request in the form of an 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 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.

PRIME VENDOR GUAM

Addendum to FAR 52.212-4 (continued)**DLAD 52.216-9065 (continued)**

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

(v) Price change requests that the Contracting Officer questions or finds to be inconsistent with the requirements of this clause shall not be posted until the Contracting Officer specifically authorizes the posting. If the Contracting Officer does not notify the Contractor by close of business local Philadelphia time on the {Thursday} 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 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

PRIME VENDOR GUAM

Addendum to FAR 52.212-4 (continued)**DLAD 52.216-9065 (continued)**

(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 % (30 % for Fresh Fruits and Vegetables (FF&V)) of the initial Contract product price, except as provided below:

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

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

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

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

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

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

PRIME VENDOR GUAM

Addendum to FAR 52.212-4 (continued)**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.
- g. If you wish to opt out of this clause, check here []. Alternate wording may be negotiated with the Contracting Officer.

PRIME VENDOR GUAM

Addendum to FAR 52.212-4 (continued)**DLAD 52.246-9044 - SANITARY CONDITIONS (NOV 2011)**

(a) Food establishments.

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

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

(i) Meat and meat products and poultry and poultry products may be supplied from establishments which are currently listed in the "Meat and Poultry Inspection Directory", published by the United States Department of Agriculture, Food Safety and Inspection Service (USDA, FSIS), at

http://www.fsis.usda.gov/Regulations/Meat_Poultry_Egg_Inspection_Directory/index.asp .

The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to the Federal Meat and Poultry Products Inspection Acts must be listed in the Worldwide Directory for those items.

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

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

PRIME VENDOR GUAM

Addendum to FAR 52.212-4 (continued)**DLAD 52.246-9044 (continued)**

(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://www.fsis.usda.gov/Regulations & Policies/Meat Poultry Egg Inspection Directory/index.asp](http://www.fsis.usda.gov/Regulations%20&%20Policies/Meat%20Poultry%20Egg%20Inspection%20Directory/index.asp) . All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

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

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

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

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

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

PRIME VENDOR GUAM

Addendum to FAR 52.212-4 (continued)**DLAD 52.246-9044 (continued)**

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

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

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

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

(1) Shipped in interstate commerce;

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

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

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

PRIME VENDOR GUAM

Addendum to FAR 52.212-4 (continued)**DLAD 52.246-9045 (continued)**

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

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

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

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

The following clauses are incorporated in full text:**FAR 52.212-5 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (AUG 2012)**

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

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

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

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

[Contracting Officer check as appropriate.]

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

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

PRIME VENDOR GUAM

FAR 52.212-5 (continued)

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

X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

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

X (6) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).

X (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

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

___ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (11) [Reserved]

X (12) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

X (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

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

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

X (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

PRIME VENDOR GUAM

FAR 52.212-5 (continued)

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

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

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

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

___ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

___ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

___ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

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

___ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

X (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).

___ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).

___ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).

___ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

PRIME VENDOR GUAM

FAR 52.212-5 (continued)

X (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

X (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

X (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

X (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

 (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

 (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

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

X (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).

 (39) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

 (40) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Nov 2012) (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, Pub. L. 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 (Mar 2012) of 52.225-3.

PRIME VENDOR GUAM

FAR 52.212-5 (continued)

___ (iii) Alternate II (Mar 2012) of 52.225-3.

___ (iv) Alternate III (Nov 2012) of 52.225-3.

___ (41) 52.225-5, Trade Agreements (Nov 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (42) 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).

___ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

___ (48) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

___ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (51) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

[Contracting Officer check as appropriate.]

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

PRIME VENDOR GUAM

FAR 52.212-5 (continued)

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

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

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

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

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

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

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

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

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

PRIME VENDOR GUAM

FAR 52.212-5 (continued)

(e)

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

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

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

(iii) [Reserved]

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

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

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

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

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

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

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

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

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

(xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

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

PRIME VENDOR GUAM

FAR 52.212-5 (continued)

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

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

DFARS 252.212-7001 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 2012) Applies to FSC 89 (Subsistence food items) only.

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

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

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

(1) _X_ 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011) (Section 847 of Pub. L. 110-181).

(2) _X_ 252.203-7003, Agency Office of the Inspector General (APR 2012)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

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

(4) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (JUN 2012) (15 U.S.C. 637).

(5) 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

(6)(i) _X_ 252.225-7001, Buy American and Balance of Payments Program (JUN 2012) (41 U.S.C. chapter 83, E.O. 10582).

(ii) _X_ Alternate I (OCT 2011) of 252.225-7001.

(7) 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009)(10 U.S.C. 2533b).

(8) 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUN 2012) (10 U.S.C. 2533b).

PRIME VENDOR GUAM

DFARS 252.212-7001 (continued)

(9) X 252.225-7012,
Preference for Certain Domestic Commodities (JUN 2012) (10 U.S.C. 2533a).

(10) 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools
(JUN 2005) (10 U.S.C. 2533a).

(11) 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings
(JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in
subsequent DoD appropriations acts).

(12) 252.225-7017, Photovoltaic Devices (NOV 2012) (Section 846 of Pub.
L. 111-383).

(13)(i) X 252.225-7021, Trade Agreements (NOV 2012) (19 U.S.C. 2501-
2518 and 19 U.S.C. 3301 note).

(ii) Alternate I (OCT 2011) of 252.225-7021.

(iii) Alternate II (OCT 2011) of 252.225-7021.

(14) 252.225-7027, Restriction on Contingent Fees for Foreign Military
Sales (APR 2003) (22 U.S.C. 2779).

(15) 252.225-7028, Exclusionary Policies and Practices of Foreign
Governments (APR 2003) (22 U.S.C. 2755).

(16)(i) 252.225-7036, Buy American—Free Trade Agreements— Balance of
Payments Program (NOV 2012) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).

(ii) Alternate I (JUN 2012) of 252.225-7036.

(iii) Alternate II (NOV 2012) of 252.225-7036.

(iv) Alternate III (JUN 2012) of 252.225-7036.

(v) Alternate IV (NOV 2012) of 252.225-7036.

(vi) Alternate V (NOV 2012) of 252.225-7036.

(17) 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN
2005) (10 U.S.C. 2534(a)(3)).

(18) 252.225-7039, Contractors Performing Private Security Functions (JUN
2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-
417 and sections 831 and 832 of Pub. L. 111-383).

PRIME VENDOR GUAM

DFARS 252.212-7001 (continued)

- (19) __X__ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (20) _____ 252.227-7013, Rights in Technical Data—Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
- (21) _____ 252.227-7015, Technical Data—Commercial Items (DEC 2011) (10 U.S.C. 2320).
- (22) _____ 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c)).
- (23) __X__ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (24) _____ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (25) _____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (26) __X__ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (27) _____ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).
- (28) _____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).
- (29)(i) __X__ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) _____ Alternate I (MAR 2000) of 252.247-7023.
- (iii) _____ Alternate II (MAR 2000) of 252.247-7023.
- (iv) _____ Alternate III (MAY 2002) of 252.247-7023.
- (30) _____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- (31) _____ 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).

PRIME VENDOR GUAM

DFARS 252.212-7001 (continued)

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

- (1) 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (2) 252.227-7013, Rights in Technical Data—Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
- (3) 252.227-7015, Technical Data—Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).
- (4) 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c)).
- (5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).
- (8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (9) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

PRIME VENDOR GUAM**STATEMENT OF WORK****SUPPLIES/SERVICES AND PRICES****I. INTRODUCTION**

- A. DLA Troop Support intends to enter into a fixed-price Indefinite Delivery Indefinite Quantity Contract (IDIQ), with Economic Price Adjustment, with a full line food distributor who will act as a contractor responsible for the supply and delivery of semi-perishable and perishable items. The solicitation is set-aside for small business and the non-manufacturer waiver has been obtained. The contractor must be capable of supplying all chilled products, semi perishable food stuffs, frozen fish, meat and poultry, other frozen foods (fruits, vegetables, prepared foods, etc.), dairy and ice cream products, fresh and frozen bakery products, beverages & juices (non-dispenser), fresh fruits and vegetables, non-food items and Government Furnished Material (GFM) such as Unitized Group Rations (UGR's,) Meal, Ready to Eat (MRE's), Health and Comfort packs (HCP's) and other operational rations items (either currently in existence or to be introduced during the term of this award).
- B. The purpose of this solicitation is for the DLA Troop Support to establish an IDIQ commercial contract to provide subsistence products to the military and other federally funded customers within Guam. Other customers including other non-Department of Defense (DOD) customers may also be added as required over the life of any resultant contract. An IDIQ provides for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with individual deliveries to be scheduled by customers placing orders with the contract (FAR 16.504(a)). Note: The term "Ordering Facilities" or "Ordering Activities," as used throughout this solicitation, will refer to all of the delivery points under this solicitation.
- C. The Government will utilize the Low Price Technically Acceptable Process as a means of selecting the awardee. Proposals will be evaluated for technical acceptability. The Government will make award to the offeror submitting a technically acceptable proposal with the lowest evaluated price. Offerors must be technically acceptable in every factor in order for the entire proposal to be rated technically acceptable.
- D. The terms "contractor" and "prime vendor", as well as the terms "purchase order" and "delivery order" are used interchangeably throughout this Statement of Work (SOW). Additionally, the term Attachments 1 "Schedule of Items" is used interchangeably throughout this Statement of Work.
- E. Prices are to be submitted, and payment will be made, in U.S. dollars.
- F. The contractor will deliver to locations throughout Guam.

PRIME VENDOR GUAM

SOW- SUPPLIES/SERVICES AND PRICES (continued)

- G. The Government intends to **make one award**. The contract shall be for a term of 64 months, with three separate pricing tiers. The first tier shall be for a 28 month period (up to and inclusive of a 4-month ramp up period followed by a 24-month performance period), if incumbent gets award less time may be needed than should other than the incumbent be awarded a contract; the second tier shall be for the following 18 month performance period; the third and final tier shall be for another 18 month performance period.
- H. All performance under this SOW will be included in the Distribution Price. As detailed below, Product Price is distinct from and not to be included in the Distribution Price.

II. WORK TO BE PERFORMED

A. Customers:

The customer base is broken down into Land based customers, Ship load-out or top off customers, and Navy Direct Ship Support customers. Shelf life and delivery requirements for each customer are as follows:

LAND BASED CUSTOMERS:

Land based customers consist of shore based customers including galleys, Navy and Air Force restaurants on the Naval and Air Force bases, Child Development Centers (CDCs), United States Department of Defense Education Activity (DoDEA) schools, forty-one Guam Department of Education (DoE) Schools, Morale, Welfare, and Recreation (MWR) and feeding requirements for the crew members of all home-ported ships in Guam including the Auxiliary Cargo and Ammunition Ship (T-AKE) and Amphibious Strike Group/Carrier Strike Group (ASG/CSG).

Land based customers Delivery Requirements: Delivery will be in accordance with the following schedule:

<u>Order Day</u>	<u>Delivery Day</u>
Monday	Wednesday
Tuesday	Thursday
Wednesday	Friday
Thursday	Monday
Friday	Tuesday

Delivery will be to individual customer locations. A customer listing is provided in the Documents, Exhibits, and Attachment section of this solicitation on page 169 as attachment 2. The Prime Vendor must identify Not In Stock (NIS) items for Land based customers within twenty-four hours after receipt of an order and check with the customer to ascertain if they would accept a substitute item. Substitutions are authorized only upon specific prior approval by the customer.

PRIME VENDOR GUAM**SOW- SUPPLIES/SERVICES AND PRICES (continued)****II. Work to Be Performed (continued)**

For the Guam DoE school customers, ESL milk deliveries must be made in accordance with a schedule approved by the DoE based on refrigeration capacity at each of the schools to be serviced under this contract.

In emergency situation for Land based customers only, same day delivery, twenty-four hour delivery or delivery on a Saturday, Sunday or legal holiday may be necessary. The Prime Vendor will provide a minimum of two such “emergency” orders (excluding mobilization actions) per month per customer at no additional charge. Any “emergency” order(s) over and above the minimum of two per customer will be charged to the ordering activity. Offerors will provide their “emergency delivery” price/charge in the portion of this solicitation that requests distribution prices. In the instance of carriers and transient/visiting ships that require same day, weekend or holiday deliveries for crew feeding, the Prime Vendor is required to make every possible effort to accommodate these ships. In such instances, the Prime Vendor may charge a price for each instance of delivery to a carrier or transient/visiting ship that is required on other than Monday through Friday or a holiday.

SHIP LOAD-OUT, TOP-OFF, CARRIER AND LARGE DECK SUPPORT CUSTOMERS:

Ship Load-Out support includes the following customers:

1. The “load out” and “top-off” missions for three T-AKE ships home-ported in Guam; ie., USNS Richard E. Byrd, USNS Amelia Earhart and USNS Alan Shephard.
2. The three submarines home ported in Guam: USS Buffalo, USS Houston and the USS Oklahoma City. The USS Frank Cable, a submarine tender is also home ported in Guam.
3. Very large customers such as Amphibious Strike Groups (ASG) and Carrier Strike Groups (CSG) or other such battle groups stopping in or passing through Guam.

Normally a “load out” would consist of enough products to support customers for 30 or 60 days but could possibly require product for 90 day support. This support could include feeding up to 10,000 people. Expectations are that two to three full T-AKE load-outs will occur each year. For purposes of this solicitation and resulting contract a full “load-out” will be considered to be orders for product estimated at approximately \$800,000.00 or more. The T-AKE ships will also frequently top off in Guam. For purposes of this solicitation a “top off” will be considered to be orders for product estimated at less than \$800,000.00. There will be many times when individual orders do not constitute a load out quantity in and of themselves; however, there may be numerous orders received in a short time period that, when combined, would constitute a load out quantity. Note: Crew feeding for ships, home ported in Guam, is covered under Land Based Customers.

Ship Load-Out Delivery Requirements: The Prime Vendor should be given notice of requirements for load-out orders at least 45 days prior to the required delivery date (RDD) and within ten days for a top off. There will be times when a shorter lead time will be required. Additionally, large customers such as the ASGs, CSGs and other large battle groups may come into Guam and place very large orders with less than the required lead time. The Prime Vendor will be expected to accommodate shorter RDDs to the best of his ability. A customer listing is provided in the Documents, Exhibits, and Attachment section of this solicitation on page 169 as attachment 2.

There may be times when due to short delivery requirements to Ship Load-Out customers the Prime Vendor may need to airlift product from a CONUS facility. All airlift costs will be the responsibility of the Prime Vendor.

PRIME VENDOR GUAM

SOW- SUPPLIES/SERVICES AND PRICES (continued)**II. Work to Be Performed (continued)****NAVY DIRECT SHIP SUPPORT INCLUDING SUBMARINE CUSTOMERS:**

Navy Direct Ship Support includes all Navy, Coast Guard or foreign transient and visiting ships. Note: feeding for home ported ships in port is covered under Land Based Customers.

Navy Direct Ship Support and Submarine Delivery Requirements: Ten days after receipt of order. There will be times when a shorter lead time will be required. The Prime Vendor will be expected to accommodate shorter RDDs to the best of their ability. A customer listing is provided in the Documents, Exhibits, and Attachment section of this solicitation on page 169 as attachment 2. Fill rates for orders with less than the contractual ten day lead time will be included in the prime Vendor's fill rate reports but the Prime Vendor may make an adjustment to the fill rate via an allowable exception when adequate delivery lead time was not provided. The actual and adjusted rate reports should be provided to the Contracting Officer.

B. Domestic Item Preference:

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

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

C. Local Market Ready Type Items

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

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

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

PRIME VENDOR GUAM**SOW- SUPPLIES/SERVICES AND PRICES (continued)****II. Work to Be Performed (continued)****D. Inventory & Warehouse Management**

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

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

	Pallets
Frozen	600
Chill	100
Dry	750
Total	1450

E. Contracting Officer's Representative (COR)

It is estimated that a minimum of one (1) COR will be stationed at the contractor's main Distribution Facility during office hours. Additional CORs may be needed during the life of the contract. The contractor is required to provide an office (approximately 150 square feet) at each of its main distribution facilities, with a self-closing, tight-fitting door, capable of being locked. This office must be within or adjacent to the Contractor's facility. Other requirements include (at minimum) a desk and chair, electricity, temperature control, as well as normal housekeeping services, use of the rest rooms, and a parking space.

F. Emergency Airlifts

The prime vendor will be required to execute airlifts to meet requirements that cannot be fulfilled by traditional means (ships, trucks, etc.) due to time constraints. There are air tenders in place through TRANSCOM. Additionally, the prime vendor must have a working arrangement in place with a commercial air source that can be ready to deliver on a moment's notice. The use of military air may also be an option available to the prime vendor. The prime vendor will seek guidance from the Contracting Officer prior to selecting the method of airlift to ensure that it is in the best interest of the Government.

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

1. Unusually large orders or battle group carriers moving into the region.
2. Military exercises.
3. Unforeseen changes in troop personnel at bases.
4. Addition of new customers/requirements that will need support before the traditional 60-90 day lead-time needed to source product from the United States.

G. Product Transfers

DLA Troop Support Prime Vendors will be permitted to transfer product between one another based on their own agreements. However, this is only to occur in unusual or emergency circumstances. The receiving 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.

PRIME VENDOR GUAM

SOW- SUPPLIES/SERVICES AND PRICES (continued)**II. Work to Be Performed (continued)****III. FOOD SERVICE OPERATING SUPPLIES (FSOS)**

Definition: consumable or disposable products associated with the preparation of serving food. This includes but is not limited to plastic, foam, paper goods and cleaning supplies. The contractor will be required to add FSOS items to their catalog.

IV. TRANSPORTATION

- A. As the Government reserves the right to use the system that provides the best services to our customers (readiness included as a factor) the following applies:
1. The Prime Vendor will be required to ship the products from the United States within the United States Defense Transportation System (DTS). Offerors will use established Government rates under the Universal Services Contract (USC) with the United States Transportation Command (USTRANSCOM). The Contractor will contact the Defense Distribution Center, New Cumberland (DDC) Transportation Planning, via Distribution Planning and Management System "DPMS" web site and request bookings. The Transportation Planning team will book or provide authorization/instruction to the contractor in order to book the required sea vans using Integrated Booking System (IBS) or Direct booking with the authorized carrier. The carrier will be responsible for the transportation of the Contractor's products from the specified CONUS manufacturer or CONUS distribution facility to the PV's OCONUS distribution facilities. This transportation method is known as "Point to Point" delivery.
 2. The DDC Representative, in coordination with the Prime Vendor representative, will ensure the necessary arrangements for ocean transportation, bookings and freight forwarding to the Prime Vendor's OCONUS facility, unless otherwise specified in the contract.
 3. Shipping Instructions for the Prime Vendor will be available via a web site. The site will be provided to the Prime Vendor upon award. The Prime Vendor will be required to generate the Transportation and Control Movement Document (TCMD), commercial invoice, commercial packing list and Consulate letter that will be used to identify that the products being shipped by the Contractor are for "U.S. Armed Forces".
 4. For all shipments to OCONUS Distribution Facility(s), all product is required to be palletized in full vanload* quantities. Full vans of product are required for delivery to one individual OCONUS Distribution Facility(s). *A full vanload is defined as a van that reaches 80% capacity, either by cube or by weight. Containers that contain < 80% capacity must be approved by the Contracting Officer, prior to being booked in DTS. Justification for less than 80% full must be submitted in writing at the time of request.
 5. When a carrier is utilized pursuant to the USC, the applicable Government designated Ocean carrier will provide sea vans and transport them to the specified CONUS manufacturer or CONUS distribution facility. The Prime Vendor will load the vans at their distribution facility in accordance with the terms outlined in Section entitled, "**Packaging/Packing**". The Government designated Ocean carrier will then pick up the loaded vans and transport them to the applicable Port for subsequent shipment through the DTS. Upon arrival at the OCONUS Port(s), the freight forwarded shipment will be

PRIME VENDOR GUAM

SOW- SUPPLIES/SERVICES AND PRICES (continued)**IV. Transportation (continued)**

transported to the Prime Vendor's OCONUS Distribution Facility(s) by a USTRANSCOM carrier.

6. In order to enforce this requirement, the Prime Vendor shall assign a customer representative to the contract, who will be solely responsible to oversee this process.
7. Prime Vendor responsibility under the DTS transportation method: the Prime Vendor will be responsible for pre-cooling (where appropriate), properly loading and contacting the ocean carrier for drayage of the loaded container to the embarkation port. The Prime Vendor will be responsible for making a visual inspection of the container to ascertain that it is intact and that equipment appears to be operable. The Prime Vendor will be responsible for any detention charges and arranging the return of empty containers to the Government designated ocean carrier, but will not be responsible for return drayage. If the U.S. facility the Prime Vendor distributes product from is more than 500 miles from the CONUS port, the Government will provide drayage to the port if there are no carrier rates in the current USC Contract to cover that portion of the drayage. These moves will need to be carefully coordinated with the DDC in order to avoid additional charges caused by unavailability of product. If such charges are incurred, it will be the responsibility of the Prime Vendor to cover such charges and not the Government.
8. DLA TROOP SUPPORT has been advised by USTRANSCOM that the average "Point to Point" delivery time to Guam from the Eastern and Western U.S. coasts averages fifteen (15) days depending upon the point of embarkation. Delivery time for new items ranges from forty five (45) to sixty (60) days. However, delays may occur and the Contractor will be responsible for maintaining sufficient stock levels in its OCONUS facility(s) to cover any such delays in transport. Any resultant claims for cost lie against the USTRANSCOM contract carrier. The Government has no Liability for late delivery or damage to goods in transit. The terms and conditions of the USTRANSCOM contract with the designated carrier govern carrier liability for any loss or damage to products during "Point to Point" transportation, and the contractor is solely responsible for developing and presenting any claims for delay, loss, or damage to the USTRANSCOM designated carrier, which is solely responsible for any liability. The contractor is cautioned that in some instances the USTRANSCOM contract carrier may have limited or no liability under the terms of the USTRANSCOM contract (see B. Insurance/Liability and Claims, below).
9. Palletization requirements for all Overseas Shipments:

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

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

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

PRIME VENDOR GUAM

SOW- SUPPLIES/SERVICES AND PRICES (continued)**IV. Transportation (continued)****B. INSURANCE/LIABILITY, AND CLAIMS**

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

During the implementation period as defined in the solicitation, the Prime Vendor contractor shall enter into an agreement and work with the USC carriers handling routes within the Prime Vendor's geographical responsibility to develop a claims process involving the Prime Vendor contractor and the USC contractor(s). The purpose of such an agreement is to establish a working relationship with the USC contractor(s) in order to facilitate the transportation of product and to establish points of contact in order to resolve any issues that may arise during the performance of this contract. Such an agreement shall address issues such as claims processing and dispute resolution for losses and damage to Prime Vendor cargo by the USC carrier(s) and for the resolution of claims by the USC 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 shall pay the USC carriers directly for any detention, port storage or maintenance charges incurred by the Prime Vendor and the USC carrier(s) shall pay the Prime Vendor directly for any charges for loss/damage to Prime Vendor cargo incurred by the USC carrier(s). The Prime Vendor contractor shall provide to the DLA TROOP SUPPORT Contracting Officer with a copy of such agreement, as well as, any contact information that it receives from the USC contractor(s). The Prime Vendor shall update this information as necessary and provide the Contracting Officer with any changes made to such agreement. The Prime Vendor claims procedure developed for handling any claims between the Prime Vendor contractor and the USC contractor(s) shall be provided to the DLA TROOP SUPPORT Contracting Officer. During the implementation/effective period, 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 DLA TROOP SUPPORT Contracting Officer with the contact information that it receives from the carrier(s) and shall update this information as required. During this implementation/effective period, 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 DLA TROOP SUPPORT Contracting Officer. The Prime Vendor should consider that substantive terms and conditions of the USC contract and this contract may be relevant to the agreement and procedures negotiated with the USC carrier(s) concerning claims procedures, dispute resolution procedures, etc. The Prime Vendor is an express third party beneficiary of the USC contract regarding its provisions governing the liability of the USC carrier(s) for loss/damage to Prime Vendor cargo. Similarly, the USC carrier (s) is an express third party beneficiary of the provisions of this contract governing the liability of the Prime Vendor for container detention, port storage, refrigerated container maintenance, etc. For example, the dollar amount of damage

PRIME VENDOR GUAM

SOW- SUPPLIES/SERVICES AND PRICES (continued)**IV. Transportation (continued)**

for detention of containers of the USC carrier by the Prime Vendor is established in the USC contract. Also, the Prime Vendor should consider in negotiating any agreement or procedures that the USC 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 USC 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 USC 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 USC carrier containers, port storage assessed against detained carrier containers, maintenance of detained carrier refrigerated containers, etc. are to be covered by agreement between the Prime Vendor and USC carrier(s), disputes regarding such matters will be covered by the business arrangement between the Prime Vendor and USC carrier(s) and laws applicable to such arrangements. The Government is not responsible or liable for any loss or damage to the Prime Vendor's products shipped through under the DTS. Any such losses or problems can be mitigated by establishing a good working relationship with the carriers, being familiar with the terms and conditions of the USTRANSCOM contract, and obtaining maritime insurance for the products shipped. Any discrepancy reports, notice of claims or claims for such loss or damage, as well as, any other communications regarding such loss or damage shall be submitted by the Prime Vendor directly to the carrier for resolution, not to DLA TROOP SUPPORT or USTRANSCOM. The Prime Vendor shall copy the DLA TROOP SUPPORT Contracting Officer with any such claims, notice, or reports. At the request of the Prime Vendor, the DLA TROOP SUPPORT 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 DLA TROOP SUPPORT Contracting Officer. If the Prime Vendor is unable to communicate directly with the carrier for any reason, it should promptly so advise the DLA TROOP SUPPORT Contracting Officer.

C. CUSTOMS:

SDDC 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 CONUS facility (s) to the final delivery points.

D. PRIME VENDOR RESPONSIBILITIES

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

PRIME VENDOR GUAM

SOW- SUPPLIES/SERVICES AND PRICES (continued)**IV. Transportation (continued)**

E. GOVERNMENT RESPONSIBILITIES

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

V. CARGO ITEMS

Items listed in the Navy Consolidated Afloat Requisitioning Guide Overseas (CARGO) will also be required by Navy ships. The Prime Vendor will be required to carry some or all of the CARGO items. The current Cargo Item List appears on Attachment #3 to this solicitation. **All items listed in the CARGO and Air Force Mandatory Lists must have the exact size, weight, packaging and cube cited on their respective lists.** The CARGO list is subject to change semi-annually. The CARGO list appearing in this solicitation will be changed or updated as necessary during the cataloging session after award of the Prime Vendor contract.

VI. ESTIMATED VALUE/GUARANTEED MINIMUM/MAXIMUM QUANTITY:

The quantities shown on the "Schedule of Items" (Market Basket) represent the quantities **estimated** to be ordered over each of the base and two (2) tier periods. These quantities are based on current Government acquisition methodologies and are subject to change; however, the guaranteed minimum in terms of dollars will apply. Quantities shown are overall and are not broken down by customer.

ACQUISITION VALUE: The estimated dollar value of this solicitation is \$87,500,000. The maximum dollar value will be \$262,500,000 inclusive of all tiered pricing periods and surge. The guaranteed minimum for the entire contract will be one percent (10%) of the estimated dollar value, which equates to \$8,750,000. The Government's obligation under this contract shall only be that of the guaranteed minimum.

VII. ADDING/DELETING CUSTOMERS:

A. Offerors are alerted to the fact that there is the potential for significant increased military activity in Guam during the life of this contract that may substantially increase the customer base and amount of product to be furnished to customers.

B. At this time, there is no definitive information on the possibility and timing of future increased activity; however due to ongoing transformation efforts of the U.S. Military Services, potential offerors are hereby cautioned of this potential for increased activity. There is no way to define what may be the military customer base in Guam in the next several years.

PRIME VENDOR GUAM

SOW- SUPPLIES/SERVICES AND PRICES (continued)**VII. Adding/Deleting Customers (continued)**

C. It will be necessary for offerors to show that they are capable of providing adequate warehouse storage space from commercial sources in addition to the GOCO warehouse space available that is addressed in this solicitation to support any increased activity.

D. Conversely, while it is highly unlikely that this will be the case, Guam may see decreased activity. Should this happen, the Prime Vendor will still be guaranteed the minimum contract amount stated in Paragraph VI above.

VIII. PRICING:

Pricing will be based on the following formula:

Contract Unit Price = Product price + Distribution Price.

Definitions: Reference clause on page 31 for DLAD 52.216-9065 ECONOMIC PRICE ADJUSTMENT – ACTUAL MATERIAL COSTS FOR DLA TROOP SUPPORT - SUBSISTENCE PRODUCT PRICE BUSINESS MODEL (NOV 2011).

- A. Only the product price component of the contract unit price is subject to adjustment under this acquisition in accordance with the DLA Troop Support Manufacturer Pricing Agreement and/or Economic Price Adjustment provision herein. Distribution prices are fixed however DLA Troop Support will accept contractor offered price reductions at any time.
- B. The product price plus the distribution price per item will be established, as the contractor catalog unit price for food orders, receipts, delivery tickets, invoices, billing and payments.
- C. Catalog product prices must be reflective of the contractor's last receipt price (the price of the stock most recently received into inventory). However, when multiple sources are being utilized and more than one manufacturer's product is receipted prior to a catalog update, the contractor shall establish the product price based on the mix of invoices received after the previous price changes period. The product price would be derived as follows:

Supplier A – 40% X \$5.70 = \$2.28

Supplier B – 30% X \$5.90 = \$1.77

Supplier C – 30% X \$6.30 = \$1.89

Product Price = \$5.94

IX. CATEGORIES OF ITEMS

- A. The items to be procured under this contract have been broken down into separate categories for purposes of proposing distribution prices. Category /distribution prices are to be offered based on the unit of measure stated on the below category/distribution list. Contractors must utilize the categories listed below. **No substitutions, deletions, or additions to the categories or units of measure indicated below are authorized.** However, if any contractor feels that a substantial category has been eliminated, the contractor must bring it to the attention of the Contracting Officer at least thirty (30) days BEFORE the closing date. A determination will be made at that time whether or not to add the category via an amendment to the solicitation.

PRIME VENDOR GUAM

SOW- SUPPLIES/SERVICES AND PRICES (continued)**IX. Categories of Items (continued)**

- B. The Schedule of Items (Attachment 1, tab 1) and the Category Distribution Price List (Attachment 1, tab 2) is designed for the submission of all distribution and product pricing. It is mandatory that all contractors submit distribution pricing and product pricing in this format. Failure to submit the distribution and product prices using Attachments 1 and 2 may result in the rejection of the contractor's entire proposal.

C. Item Categories:

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

DP CATEGORY	DP CATEGORY DESCRIPTION	UOM	FOB Origin	National Priced Items
1	CONUS DRY CS	CS		
2	CONUS FZN CS	CS		
3	CONUS FZN LB	LB		
4	CONUS Chilled CS	CS		
5	All No. 10 size Cans	CS		
6	Spices	CO		
7	Non-Frozen Beverages	CS		
8	Sandwich/M meal Kits	CS		
9	FF&V	LB		
10	FF&V Airlift	CS		
11	Rework FF&V	CS		
12	LMR	CS		
13	LMR	LB		
14	FSOS (Non-Food)	CS		
15	GFM Distribution	CS		
16	Disposal	CS		

NOTE: Distribution Price (DP), Unit of Measure (UOM), Continental United States (CONUS), Case (CS), Frozen (FZN), Pound (LB), Container (CO), Government Furnished Material (GFM),

PRIME VENDOR GUAM

SOW- SUPPLIES/SERVICES AND PRICES (continued)**X. DLA TROOP SUPPORT MANUFACTURER'S PRICING AGREEMENT (MPA) PROGRAM:**

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

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

The awardee will be required to establish commercial agreements with the MPA holders for all MPA items cited for cataloging during the ramp-up/ramp-down phase of the contract. As the program is implemented, it is anticipated that 75 to 80 percent of the contract product price dollar value will be under agreement. This percentage pertains only to product shipped from CONUS manufacturers / consolidators, and does not include product such as Local Market Ready and water items, which are locally sourced. Currently, approximately 40% of the contract product price dollar value is under agreement.

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

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

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

See attachment 1 for a current list of MPA items in the Schedule of Items, and the MPA holders for those items. The most current MPA item list will be distributed to the Prime Vendor on a monthly basis.

PRIME VENDOR GUAM

SOW- SUPPLIES/SERVICES AND PRICES (continued)**XI. REBATES/DISCOUNTS AND PRICE-RELATED PROVISIONS**

- A. The contractor shall employ prevailing commercial methods in the pursuit of discounts, rebates, allowances or other similar economic incentives or benefits, for the customers supported under this contract, throughout the period of performance. For all items, the contractor warrants, on a continuing basis throughout the period of performance, that its product price under this contract is equal to or lower than its product price to its commercial customer accounts. All NAPA discounts, food show discounts, early payment discounts (except as identified in paragraph (b) herein), and other discounts, rebates, allowances or other similar economic incentives or benefits received by the Contractor at any time during the period of performance shall be passed to the Government via a reduced catalog price. Instructions for identifying discounts, rebates, allowances or other similar economic incentives or benefits that shall be provided to the Government are set forth in the submission requirements in the Business Proposal/Pricing and in the Reports section of the Statement of Work.
- B. The contractor may retain Early Payment discounts that meet the following conditions:
1. the Early Payment discount is an incentive to encourage payment earlier than the normal payment due date;
 2. the Early Payment discount is consistent with commercial practice;
 3. the Early Payment discount is routinely given by the manufacturer/growers to customers other than the contractor at the same discount rate and under the same conditions as provided to the contractor;
 4. the Early Payment discount is not established, requested, or negotiated for the purpose of avoiding giving DLA Troop Support a lower cost or a rebate or in exchange for a higher invoice price;
 5. the Early Payment discount is no more than 2 percent of the manufacturer/grower's invoice and the early payment is required within 10 days to obtain the discount; and
 6. the contractor actually made the required payment within the time period required to receive the discount.
- C. Upon request the contractor shall provide to the Government any invoices, quotes, or agreements relevant to the product price component for existing catalog items, for any new items being added to the catalog, and for requested price changes to existing catalog items. The contractor must include detailed payment terms on each invoice or quote used to substantiate product price, including any applicable discounts or rebates. If there are no payment terms associated with the document, the contractor must annotate it with "No payment terms."
- D. The government may require (as needed) the contractor submit invoices and other documentation from all subcontractor tiers or any manufacturer/grower or person in the product price supply chain, to substantiate that all discounts, rebates, allowances or other similar economic incentives or benefits have been applied to the product price charged to the Government and/or to substantiate that product prices under this contract are equal to or lower than product prices that are given to its commercial customers. If the Contracting Officer determines, after reviewing an invoice or other documentation, that a discount, rebate, allowance or other similar economic incentive or benefit should have been passed on to the Government, or if price verifications reveal any instance of overpricing or underpricing, the Government shall be entitled to a prospective product price reduction and a retroactive refund for the amount of the overcharges or discounts, rebates, allowances or other similar economic incentives or benefits, including interest and the contractor shall be entitled to a credit for any undercharges. Likewise, if the Contracting Officer determines that a product price was not equal to or lower than that given the contractor's commercial customer accounts, the Government shall be entitled to a prospective product price reduction and a retroactive refund for the difference between the product price charged to the Government and the product price charged to the contractor's commercial customers, including interest. The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) relevant to the

PRIME VENDOR GUAM

SOW- SUPPLIES/SERVICES AND PRICES (continued)**XI. Rebates/Discounts and Price Related Provisions (continued)**

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.

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

- A. Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from nonprofit agencies participating in the program operated by the Committee for Purchase From People Who Are Blind or Severely Disabled (the Committee) under the AbilityOne formerly known as Javits-Wagner-O'Day Act (JWOD) (41 U.S.C. 46- 48c).
- B. The mandatory products are required to be purchased from the Non Profit Agency manufacturers listed in paragraph I below. The listing of required mandatory products and Non Profit Agency manufacturers is subject to change when directed by the Committee. The contractor is required to expeditiously catalog the mandatory products and remove any commercial equivalent product with "essentially the same"* product characteristics. If the removal and replacement will take longer than 30 days after notification by the Contracting Officer, the approval of the Contracting Officer must be obtained for the extension.
- C. Any other commercial equivalent product with "essentially the same"* product characteristics cannot be sold to the DLA Troop Support customers under this contract.
- D. The contractor must ensure that, at a minimum, 60 days stock of mandatory products are on hand to satisfy anticipated customer demand taking into account lead times for delivery from the designated mandatory source to the contractor. If a contractor is notified that any of the below products are not available from the designated mandatory source, the contractor must notify the Contracting Officer immediately.
- E. The contractor is not authorized to submit catalog changes containing other commercial equivalent products with "essentially the same" product characteristics as those items listed below.
- F. If the contractor is requested to carry other commercially equivalent product with "essentially the same"* product characteristics but with a unique packaging requirement that is not currently provided by the mandatory source, the contractor must notify the mandatory source and the Contracting Officer in order to provide the designated mandatory source with the opportunity to satisfy the unique packaging requirement being requested. Included in the contractor notification to the designated mandatory source and Contracting Officer, will be the customer's justification for the unique packaging requirement.
- G. Price and delivery information for the mandatory products are available directly from the Designated Sources as listed in paragraph I. below. Payments shall be made directly to the Designated Source making delivery. The current procurement list F.O.B. Origin prices as established by the Committee for Purchase are included in paragraph I. 1, 2, &3 for the food products.
- H. ** To allow the proper flow of order and billing information through the DoD ordering, financial, and other operating systems, stock numbers have been assigned for individual containers where necessary to permit the sale of individual containers in lieu of case quantities.

PRIME VENDOR GUAM

SOW- SUPPLIES/SERVICES AND PRICES (continued)**XII. Mandatory Items (continued)****I. Mandatory Products and Designated Sources:****1. Pancake Mix, Devil's Food Cake Mix, Gingerbread Cake Mix, and Milk Nonfat Dry**

Advocacy and Resources Corporation d/b/a AMP

435 Gould Drive

Cookeville, TN 38506

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Secondary P.O.C. Mark Matlock (931) 432-5981

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mmatlock@millcreekbrands.com

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

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

Unistel, Continuing Developmental Services

650 Blossom Road

Rochester, NY 14610-1811

P.O.C. Joe Perdicho

Direct: (585) 341-4712

Toll free: (800) 864-7835

jperdicho@cdsunistel.org

PRIME VENDOR GUAM

SOW- SUPPLIES/SERVICES AND PRICES (continued)**XII. Mandatory Items (continued)**

<u>STOCK NUMBER**</u>	<u>PRODUCT</u>	<u>(\$)</u> <u>PRICE FOB ORIGIN</u>
8950-01-E60-5751	Garlic Powder, 1 LB CO, 12/CS	35.04
8950-01-E60-5752	Garlic Powder, 6 LB CO, 3/CS	49.11
8950-01-E60-5754	Garlic, Granulated, 12 OZ CO, 12/CS	32.50
8950-01-E60-5753	Garlic, Granulated, 25 OZ CO, 6/CS	27.33
8950-01-E60-5750	Paprika, Ground, 4.5 OZ CO, 24/CS	19.50
8950-01-E60-5749	Paprika, Ground, 1 LB CO, 12/CS	33.72
8950-01-E60-7767	Pepper, Black, Ground, Gourmet, 1LB CO, 12/CS	43.10
8950-01-E60-7770	Pepper, Black, Ground, Gourmet, 5 LB CO, 3/CS	46.57
8950-01-E60-7766	Pepper, Black, Ground, Gourmet, 1 LB CN, 12/CS	50.33
8950-01-E60-7769	Pepper, Black, Ground, Gourmet, 18 OZ CO, 6/CS	23.86
8950-01-E60-7768	Pepper, Black, Ground, Gourmet, 18 OZ CN, 6/CS	27.18
8950-01-E60-7765	Pepper, Black, Ground, Gourmet, 1.5 OZ CO, 48/CS	28.27
8950-01-E60-8237	Pepper, Black, Cracked, 1 LB CO, 6/CS	22.43
8950-01-E60-8236	Pepper, Black, Cracked, 1 LB CN, 6/CS	25.56
8950-01-E60-8235	Pepper, Black, Cracked, 18 OZ CO, 6/CS	23.86
8950-01-E60-8234	Pepper, Black, Cracked, 18 OZ CN, 6/CS	27.18
8950-01-E60-8239	Pepper, Black, Whole, 1 LB CO, 6/CS	22.43
8950-01-E60-8238	Pepper, Black, Whole, 1 LB CN, 6/CS	25.56
8950-01-E60-8241	Pepper, Black, Whole, 18 OZ CO, 6/CS	23.86
8950-01-E60-8240	Pepper, Black, Whole, 18 OZ CN, 6/CS	27.18
8950-01-E60-9997	Pepper, Black, Ground, restaurant grind, 18OZ CO, 6/CS	25.09
8950-01-E60-9456	Spice Blend, All Purpose w/o Salt, 2.5oz CO, 12/CS	11.95
8950-01-E60-9457	Spice Blend, All Purpose w/o Salt, 6.75oz CO, 6/CS	10.64
8950-01-E60-9458	Spice Blend, All Purpose w/o Salt, 10oz CO, 12/CS	30.37
8950-01-E60-9459	Spice Blend, All Purpose w/o Salt, 20oz CO, 6/CS	26.05
8950-01-E60-9460	Spice Blend, All Purpose w/o Salt, 28oz CO, 6/CS	33.84
8950-01-E60-9461	Spice Blend, Chili, Powder, dark, 16oz CO, 6/CS	20.07
8950-01-E60-9462	Spice Blend, Chili, Powder, light, 17oz CO, 6/CS	20.91
8950-01-E60-9463	Spice Blend, Chili Powder, light, 18oz CO, 6/CS	21.76
8950-01-E60-9464	Spice Blend, Chili Powder, dark, 20oz CO, 6/CS	23.44
8950-01-E60-9465	Spice Blend, Chili Powder, 5lb CO, 1/5lb/CS	15.49
8950-01-E60-9147	Spice Blend, Lemon Pepper, 28oz CO, 6/CS	35.59
8950-01-E60-9466	Spice Blend, Lemon Pepper, 26oz CO, 6/CS	33.52
8950-01-E60-9467	Spice Blend, Lemon Pepper, 27oz CO, 6/CS	34.56
8950-01-E60-9150	Spice Cinnamon, Ground, 16oz CO, 6/CS	16.21
8950-01-E60-9468	Spice Blend, Cinnamon, Maple Sprinkle, 30oz CO, 6/CS	24.65
8950-01-E60-9469	Spice Cinnamon, Ground, 15oz CO, 6/CS	15.61
8950-01-E60-9470	Spice Cinnamon, Ground, 18oz CO, 6/CS	17.42
8950-01-E60-9471	Spice Cinnamon, Ground, 5lb CO, 3/5lb/CS	32.33
8950-01-E60-9472	Spice Cinnamon, Stick, Whole, 8oz CO, 6/CS	11.39
8950-01-E61-0104	Spice Ginger Ground, 14oz CO, 6/CS	19.59
8950-01-E61-0105	Spice Ginger Ground, 15oz CO, 6/CS	19.83
8950-01-E60-9152	Spice Ginger Ground, 16oz CO, 6/CS	20.07
8950-01-E61-0103	Spice Blend Canadian Style for beef, 29oz CO, 6/CS	41.52
8950-01-E61-0106	Spice Pepper, Cayenne, Ground, 1.5oz CO, 48/CS	26.76
8950-01-E60-9155	Spice Pepper, Cayenne, Ground, 14oz CO, 6/CS	15.91
8950-01-E61-0107	Spice Pepper, Cayenne, Ground, 16oz CO, 6/CS	16.21
8950-01-E61-0108	Spice Pepper, Red, Ground, 16oz CO, 6/CS	16.21
8950-01-E61-0099	Spice Mix, Taco, 9oz CO, 6/CS	17.42
8950-01-E61-0100	Spice Mix, Taco, 11oz CO, 6/CS	19.83
8950-01-E61-0101	Spice Mix, Taco, 23oz CO, 6/CS	34.29
8950-01-E61-0102	Spice Mix, Taco, 24oz CO, 6/CS	35.50

PRIME VENDOR GUAM

SOW- SUPPLIES/SERVICES AND PRICES (continued)**XII. Mandatory Items (continued)**

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

8950-01-E61-3456	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/10 oz co (ind unit sale only)
8950-01-E61-3457	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/2.5 oz co (ind unit sale only)
8950-01-E61-3458	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/20 oz co (ind unit sale only)
8950-01-E61-3459	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/28 oz co (ind unit sale only)
8950-01-E61-3460	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/6.75 oz co (ind unit sale only)
8950-01-E61-3461	SPICE BLEND, CHILI PDR, dark, 1/16 oz co (ind unit sale only)
8950-01-E61-3462	SPICE BLEND, CHILI PDR, light, 1/17 oz co (ind unit sale only)
8950-01-E61-3463	SPICE BLEND, CHILI PDR, light, 1/18 oz co (ind unit sale only)
8950-01-E61-3464	SPICE BLEND, CHILI PDR, dark, 1/20 oz co (ind unit sale only)
8950-01-E61-3465	SPICE BLEND, CINNAMON MAPLE SPRINKLES, 1/30 oz co (ind unit sale only)
8950-01-E61-3466	SPICE BLEND, CINNAMON, GRD, 1/15 oz co (ind unit sale only)
8950-01-E61-3467	SPICE BLEND, LEMON PEPPER, 1/26 oz co (ind unit sale only)
8950-01-E61-3468	SPICE BLEND, LEMON PEPPER, 1/27 oz co (ind unit sale only)
8950-01-E61-3469	SPICE BLEND, LEMON PEPPER, 1/28 oz co (ind unit sale only)
8950-01-E61-3470	SPICE, CINNAMON, GRD, 1/16 oz co (ind unit sale only)
8950-01-E61-3471	SPICE, CINNAMON, GRD, 1/18 oz co (ind unit sale only)
8950-01-E61-3472	SPICE, CINNAMON, GRD, 1/5 lb co (ind unit sale only)
8950-01-E61-3473	SPICE, CINNAMON, STICK, 2.75" lg, 1/8 oz co (ind unit sale only)
8950-01-E61-3474	SPICE, GARLIC, GRANULATED, California, 1/12 oz co (ind unit sale only)
8950-01-E61-3475	SPICE, GARLIC, GRANULATED, California, 1/25 oz co, (1 lb size co) (ind unit sale only)
8950-01-E61-3476	SPICE, GARLIC, PDR, California, 1/16 oz co (1 lb size co) (ind unit sale only)
8950-01-E61-3477	SPICE, GARLIC, PDR, California, 1/6 lb co (ind unit sale only)
8950-01-E61-3478	SPICE, PAPRIKA, GRD, domestic, 1/16 oz co (1 lb size co) (ind unit sale only)
8950-01-E61-3479	SPICE, PAPRIKA, GRD, domestic, 1/4.5 oz co (ind unit sale only)
8950-01-E61-3480	SPICE, PEPPER, CAYENNE, GRD, 1/16 oz co (ind unit sale only)
8950-01-E61-3481	SPICE, PEPPER, CAYENNE, GRD, 1/14 oz co (ind unit sale only)
8950-01-E61-3482	SPICE, PEPPER, CAYENNE, GRD, 1/1.5 oz co (ind unit sale only)
8950-01-E61-3484	SPICE, GINGER, GRD, 1/16 oz co (ind unit sale only)
8950-01-E61-3485	SPICE, GINGER, GRD, 1/15 oz co (ind unit sale only)
8950-01-E61-3486	SPICE, GINGER, GRD, 1/14 oz co (ind unit sale only)
8950-01-E61-3487	SPICE MIX, TACO, w/o MSG, 1/9 oz co (ind unit sale only)
8950-01-E61-3488	SPICE MIX, TACO, w/o MSG, 1/11 oz co (ind unit sale only)
8950-01-E61-3489	SPICE MIX, TACO, w/o MSG, 1/23 oz co (ind unit sale only)
8950-01-E61-3490	SPICE MIX, TACO, w/o MSG, 1/24 oz co (ind unit sale only)
8950-01-E61-3491	SPICE BLEND, CANADIAN STYLE for beef, 1/29 oz co (ind unit sale only)
8950-01-E61-3246	SPICE, PEPPER, BLACK, GRD, gourmet, 16 oz plastic co (ind unit sale only)
8950-01-E61-3226	SPICE, PEPPER, BLACK, GRD, gourmet, 16 oz metal co (ind unit sale only)
8950-01-E61-3227	SPICE, PEPPER, BLACK, WHOLE, 16 oz metal co (ind unit sale only)
8950-01-E61-3228	SPICE, PEPPER, BLACK, WHOLE, 16 oz plastic co (ind unit sale only)
8950-01-E61-3229	SPICE, PEPPER, BLACK, CRACKED, 16 oz metal co (ind unit sale only)
8950-01-E61-3230	SPICE, PEPPER, BLACK, CRACKED, 16 oz plastic co (ind unit sale only)
8950-01-E61-3231	SPICE, PEPPER, BLACK, CRACKED, 18 oz plastic co (ind unit sale only)
8950-01-E61-3232	SPICE, PEPPER, BLACK, CRACKED, 18 oz metal co (ind unit sale only)
8950-01-E61-3233	SPICE, PEPPER, BLACK, GRD, gourmet, 18 oz metal co (ind unit sale only)
8950-01-E61-3234	SPICE, PEPPER, BLACK, WHOLE, 18 oz metal co (ind unit sale only)
8950-01-E61-3235	SPICE, PEPPER, BLACK, WHOLE, 18 oz plastic co (ind unit sale only)
8950-01-E61-3236	SPICE, PEPPER, BLACK, GRD, gourmet, 1.5 oz plastic co (ind unit sale only)
8950-01-E61-3237	SPICE, PEPPER, BLACK, GRD, gourmet, 5 lb plastic co (ind unit sale only)
8950-01-E61-3195	SPICE, PEPPER, BLACK, GRD, gourmet, 18 oz plastic co (ind unit sale only)

PRIME VENDOR GUAM

SOW- SUPPLIES/SERVICES AND PRICES (continued)**XII. Mandatory Items (continued)**

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

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

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

4. **Dining Packets:**

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

<u>STOCK NUMBER</u>	<u>PRODUCT</u>	<u>PRICE FOB ORIGIN</u>
7360-01-509-3586	Dining Packet, fork, knife, spoon, 2 or 4 sugar, 1 salt, 1 pepper and 1 napkin/pg non-white, subdued color (tan/sand/brown), 25/bg	\$4.48

J. * "Essentially the Same" Criteria:

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

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

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

PRIME VENDOR GUAM

SOW- SUPPLIES/SERVICES AND PRICES (continued)**XIII. CENTRAL CONTRACTS**

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

XIV. GOVERNMENT OWNED/CONTRACTOR OPERATED WAREHOUSE SPACE (GOCO)

- A. Offerors are hereby advised that there is "no cost" (rent) warehouse space available for the use of the Prime Vendor in the performance of a contract resulting from this solicitation.
- B. This space is available at the Commander Navy Region Marianas (CNRM) Navy Base in Guam at the facility known as the "X-Ray Compound". The Navy will make this space available for use by the Prime Vendor in support of this contract ONLY IF the selected Prime Vendor wishes to use this space as a warehousing and execution site. Office space is also included, as well as storage space and loading dock access.
- C. All parties who plan to offer under this solicitation are eligible to investigate the use of this GOCO and to incorporate its use as a portion of their technical proposal. Any offeror intending to utilize this facility **MUST** agree to incorporate all provisions of the MOA between the Commander Navy Region Marianas (CNRM) and the Defense Supply Center Philadelphia dated **May 31, 2005**. This MOA is provided as **Attachment #3** to this solicitation.
- D. There will be no charge (rent) to the Prime Vendor for the use of the GOCO warehouse; however, the Prime Vendor will be responsible for certain costs such as electricity, water and water treatment as detailed in the aforementioned MOA.
- E. The following are the dimensions on warehouse space at the X-Ray Compound that will be available to the Prime Vendor.

<u>Whse #</u>	<u>Type</u>	<u>Sq Ft</u>	<u>Cu. Ft.</u>	<u>Max Pallet Capacity (Approximate)</u>
6	Dry	80,080	1,450,400	3,000*
7	Chill	5,818	87,270	300**
7	Freeze	28,800	432,000	2,800**

* - Stacked 4 pallets maximum

** -Stacked 3 pallets maximum

PRIME VENDOR GUAM

SOW- SUPPLIES/SERVICES AND PRICES (continued)**XIV. Government Owned/Contractor Operated Warehouse Space (continued)**

- F. In order to assist offerors in preparing their price/cost proposal, the following is provided for **informational purposes only**. The following shows actual electric, sewage, and water charges for the billing month of May 2012:

Client Total For Electricity:							
Fiscal Year	Current Month Usage	Units	Current Month Avg Daily Usage	Year-to-Date Usage	Year-to-Date Avg Daily Usage	Current Month Cost	Year-to-Date Cost
2012	329.7	MWH	9.4	2,286.20	9.3	\$89,672	\$621,801
2011	263.9	MWH	9.4	2,079.20	8.8	\$93,954	\$740,237
Client Total For Sewage:							
Fiscal Year	Current Month Usage	Units	Current Month Avg Daily Usage	Year-to-Date Usage	Year-to-Date Avg Daily Usage	Current Month Cost	Year-to-Date Cost
2012		KGAL	0.1	26.5	0.1	\$50	\$315
2011		KGAL	0.1	28.7	0.1	\$25	\$262
Client Total For Water:							
Fiscal Year	Current Month Usage	Units	Current Month Avg Daily Usage	Year-to-Date Usage	Year-to-Date Avg Daily Usage	Current Month Cost	Year-to-Date Cost
2012		KGAL	0.2	32.8	0.1	\$23	\$147
2011		KGAL	0.1	35.4	0.2	\$14	\$145
Client Total for All Commodities							
Fiscal Year	Current Month Usage	Units	Current Month Avg Daily Usage	Year-to-Date Usage	Year-to-Date Avg Daily Usage	Current Month Cost	Year-to-Date Cost
2012						\$89,745	\$622,263
2011						\$93,993	\$740,644

The above electricity figures are based on the consumption of the two warehouses – Freeze and Dry. The water is prorated based on the two warehouses combined.

The Prime Vendor will also be assigned 28 outside electric outlets supporting cold storage van trailers located behind Building 780 to be used as needed. These outlets will be on a separate electric meter and the Prime Vendor will be responsible for electric charges for these 28 outlets.

PRIME VENDOR GUAM

SOW- SUPPLIES/SERVICES AND PRICES (continued)**XIV. Government Owned/Contractor Operated Warehouse Space (continued)**

The above chart is for information purposes only. The Government will not be held liable for any errors in the above figures or for changes in consumption or cost that may occur during the life of a contract resulting from this solicitation. The utility bills are the responsibility of the Prime Vendor. These may vary when the new refrigeration/freezer system is completed.

- G. The Prime Vendor will be responsible for providing the necessary needs (i.e., installation of telephone and telephone lines, fax lines) and office furniture. The Prime Vendor will be responsible for providing all Material Handling Equipment (MHE) necessary for the successful performance of this contract. The Prime Vendor will be required to abide by all CNRM base Safety and NAVOSH policies and regulations.
- H. The risk of loss or damages for the supplies warehoused in the GOCO will remain with the Prime Vendor.
- I. The decision to use or not use this warehouse space is completely at the discretion of each offeror. Firms submitting offers either proposing or not proposing to use this warehouse space will be evaluated on an equal basis. DLA TROOP SUPPORT has no preference for the use of this space over any firm's own space or other commercial space. Offerors may submit proposals using the X-Ray Compound, commercial facility or facilities, or a combination thereof. **THE GOVERNMENT RESERVES THE RIGHT TO WAIVE THE PLANT SITE VISIT AT THE X-RAY COMPOUND FOR FIRMS USING THIS FACILITY.**
- J. In order to prepare an offer, firms may want to see this facility. To arrange a tour of the X-Ray Compound, please advise the Contracting Officer of your desire to visit the facility, the date you would like to do so and provide the names of the people who will visit the warehouse area. Visits will be conducted at 3:00 PM or later. It will also be necessary for you to provide Social Security Numbers for those persons touring this warehouse. This is a requirement of CNRM in order to issue a visitor's gate pass. The Contracting Officer will set up this site visit and notify you of the time and date. DLA TROOP SUPPORT will try to accommodate the date you request; however, if the date you select is unacceptable to CNRM, DLA TROOP SUPPORT will do everything possible to arrange an alternate acceptable date.

OFFERORS! Please indicate if you will be using:

_____The X-Ray Compound Exclusively

_____ Commercial or Other Warehouse space Exclusively

_____ A combination of both X-Ray and Commercial/Other Warehouse space

If you are using warehouse space "other than" or "in addition to" the X-Ray Compound please provide name, address, phone number and point of contact of

PRIME VENDOR GUAM

SOW- SUPPLIES/SERVICES AND PRICES (continued)**XIV. Government Owned/Contractor Operated Warehouse Space (continued)**

the warehouse you intend to use. The Government reserves the right to conduct a site visit. A site visit of any facility listed here may be performed.

Warehouse Name _____

Address _____

Point of Contact _____

Phone Number _____

- K. No change in the places(s) of performance shall be permitted between the closing date of the solicitation and the award date except where time permits and then only upon receipt of the Contracting Officer's written approval. Any change in the place(s) of performance cited in this offer and in any resulting contract is prohibited unless it is specifically approved in advance by the Contracting Officer.
- L. Offerors are cautioned that in the event of increased activity as described in Paragraph VII above, it may be necessary to obtain commercial warehouse space in addition to that of the X-Ray Compound.**

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

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

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

C. Under the NAPA Program, agreement holders will:

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

PRIME VENDOR GUAM

SOW- SUPPLIES/SERVICES AND PRICES (continued)**XV. NAPA (continued)**

2. Offer discounts on the product price of the product ordered under Subsistence Prime Vendor contracts, in the form of deviated allowances, whereby the price to the customer includes the discount. The deviated price is the price that will be submitted via the 832 catalog transaction.
- D. NAPAs neither obligate the contractor to carry, nor the ordering activity to purchase, any of the agreement holder's products; however, NAPA terms will apply to any order placed by the customer for products covered by a NAPA, in which case the invoice price must reflect the NAPA.
- E. If a contractor has a pricing agreement/arrangement with more favorable terms and/or pricing structure, then it is required to pass on these savings to the customer.
- F. Under a contract resulting from this solicitation:
 1. Within five (5) working days from notification of award, the awardee will contact the Contracting Officer who will provide general instructions and a password.
 2. The contractor agrees to bill the invoice price to the Government as specified by the NAPA allowance and initiates a bill-back to the agreement holder, if any activity orders any product covered by a NAPA. The agreement holder will reimburse allowances to the contractor within a time period mutually agreeable to the contractor and the agreement holder. Other off invoice or bill back arrangements may exist between the contractor and the agreement holder, but the contractor catalog price must be specified by the NAPA allowance.
 3. Any disputes involving the NAPA between the contractor and the agreement holder will be resolved between them according to their own commercial practice. However, DLA Troop Support will attempt to facilitate any such disputes.
- G. NAPA Tracking Program: The contractor agrees to comply with the requirements of DLA Troop Support's Tracking Program for NAPAs and shall provide the required product information to support the NAPA allowance and sales tracking website. Data shall be submitted as follows:
 1. Format: The required information shall be formatted in an Excel spreadsheet, flat ASCII file or a delimited file. Each transmission must be of the same format. Request to change from one format to another must be forwarded to the Contracting Officer for approval.
 2. Transmission of Data: The information shall be submitted electronically via-
 - a. Email to data@one2oneus.com Include contract number(s) in email title.
 - b. FTP to <ftp://ftp.one2oneus.com> Inquire for a username and password.
 3. Frequency of Submission: The information shall be submitted as often as the data may change but no more than weekly.

PRIME VENDOR GUAM

SOW- SUPPLIES/SERVICES AND PRICES (continued)**XV. NAPA (continued)**

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

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

5. Fields 6, 7, and 8 relate to NAPA. If a product is NOT subject to a NAPA allowance then fields 6, 7, and 8 can be left blank or zero.
6. Notes:
- Field #1 - This field represents the manufacturer's part number of the product. If a valid case UPC is available, you should use the case UPC. The UPC check digit is optional. In the case where a UPC is not available, then you must use the manufacturer's part number (SKU number) as designated by the manufacturer. All leading zeros are required. All characters such as dashes are also required if the manufacturer uses the character in their part number identifier.
 - Field #4 - This field needs to identify the manufacturer (not necessarily the supplier) of the product. If your item master has a valid case UPC and you send the UPC in field 4 there is no need to provide this field. If you do not have a valid case UPC, please indicate the manufacturer or brand name or some code indicating the same. If you use a code please provide an additional listing of those codes and their description. Please note, this is the manufacturer of the product not necessarily who supplied you the product.
 - Field #6 - This is the off-invoice allowance amount. It can be found in the NAPA table. If the product is not subject to a NAPA allowance then please set this field to zero.

PRIME VENDOR GUAM

SOW- SUPPLIES/SERVICES AND PRICES (continued)**XV. NAPA (continued)**

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

XVI. NEW ITEMS

- A. If a customer desires to order an item that is not part of the contractor's inventory, the contractor will be allowed a maximum of sixty (60) days to source and make the item available for distribution. The contractor must notify DLA Troop Support and the requesting activity when new items are available for distribution. These items should become a permanent part of the contractor's inventory if it appears that these items will be ordered regularly. There will be a twenty (20) case minimum usage for a six (6) month period to add new items. The contractor will be responsible for notifying the Contracting Officer on a monthly basis if any catalog item is not meeting the twenty (20) case monthly usage minimum so that the item may be reviewed for deletion.
- B. The contractor shall assume the responsibility of introducing new food items to the customers, as well as to show cost effective alternatives to their current choices. The contractor will still be required to perform their normal manufacturer selection process to include analysis/comments/recommendation of new products prior to the product sampling/taste testing.
- C. The contractor agrees to the DLA Troop Support requirement that all new items will not be available and delivered to the customer(s) until sufficient inventory of the new products have been shipped and received in the contractor's OCONUS facility(s) with the new items added to the customer's catalog via the 832 catalog process.
- D. All new items must be approved as determined by the individual service Headquarters' operating procedures prior to stocking the item. New item additions and/or changes to NSNs must be authorized in writing by the Contracting Officer prior to the 832 catalog update transmissions.
- E. In the event of a change in pack size for an item, (e.g., an item in Category 1 changes from 24/12 oz cans to 12/12 oz cans), the contractor must notify the Contracting Officer of any such change. A new Sub-Category may be established within that Category (e.g., Sub-Category 1A) and the distribution price may be adjusted proportionally (e.g., from \$6.00 per case to \$3.00 per case).

PRIME VENDOR GUAM**SOW- SUPPLIES/SERVICES AND PRICES (continued)****XVI. New Items (continued)**

- F. New item prices for non-MPA items must be determined fair, reasonable, and approved by the contracting officer prior to the items addition to the customer's catalog. Contractors shall seek approvals prior to the items sailing from CONUS. Any non-MPA products shipped without prior approval are shipped at the contractor's own risk and may be subject to charges against the Contractor to recoup USTRANSCOM shipping costs, as well as not being authorized for addition to the catalog, should the Contracting Officer fail to determine them fair and reasonable. In accordance with past practice, the customer will continue to determine the requirement for all items to be added to the catalog. However, new non-MPA items will not be added to the catalog unless the Contracting Officer determines the proposed prices for the new non-MPA item to be fair and reasonable in accordance with the FAR and approves the addition.
- G. Contractors shall utilize the Contracting Officer provided form when requesting all item approvals (additions and/or changes). The form is mandatory and will be provided post award. Each request for approval of a non-MPA item must, at the same time, have the following documentation attached:
1. Copy of the manufacturer's original invoice signifying the manufacturer's FOB origin product price, and discount terms, or
 2. Written price quote, on the manufacturer's letterhead, if the item is not currently in stock, to include: price, date price quote was obtained, time period price quote is effective for, quantity covered by the price quote, manufacturer's part number, manufacturer's FOB origin product price, discount terms, and manufacturer's point of contact information.

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

XVII. BREAKING CASES

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

XVIII. BACK-UP PLAN

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

XIX. NON-COMPETITION

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

PRIME VENDOR GUAM**SOW- SUPPLIES/SERVICES AND PRICES (continued)****XX. TITLE**

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

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

Under normal conditions, all deliveries shall be F.O.B. Destination to the end user delivery points. The delivery points are indicated in the Deliveries and Performance Section, (4) Point of delivery. For contractor delivery of products from the OCONUS facility(s), all items will be delivered to end-user customer delivery point's loading platform (unless otherwise indicated) and be free of damage, with all packaging and packing intact. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charge involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the final destination. The contractor may be liable directly to the USTRANSCOM Universal Services Contract (USC) ocean carrier(s) for charges for detained containers, port storage of detained containers, and maintenance of detained refrigerated containers. The Contractor shall pay and bear all charges to the specified point of delivery. For complete definition of F.O.B. Destination, see FAR Clause, 52.247-34, F.O.B. DESTINATION, which is incorporated into this solicitation by reference."

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

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

1. Contractor Performance Assessment Reporting System (CPARS) is now hosting web-enabled applications that are used to collect and manage a library of automated contractor performance evaluations that are completed in accordance with FAR Parts 36 and 42. FAR Part 36 identifies the requirements for documenting contractor performance for architect-engineer and construction contracts while FAR Part 42 identifies requirements for documenting contractor performance for systems and non-systems acquisitions. The CPARS applications are designed for UNCLASSIFIED use only. Classified information is not to be entered into these systems. In general, contractor performance assessments or evaluations provide a record, both positive and negative, for a given contract during a specified period of time. When evaluating contractor performance each assessment or evaluation is based on objective facts and is supported by program and contract management data, such as cost performance reports, customer comments, quality reviews, technical interchange meetings, financial solvency assessments, construction/production management reviews, contractor operations reviews, functional performance evaluations, and earned contract incentives.
2. Effective November 1, 2006, a DoD Public Key Infrastructure (PKI) Certificate is required for all contractor users accessing CPARS. The requirement for PKI certificates is implemented in accordance with DoD security policy promoting secure electronic transactions.

PRIME VENDOR GUAM**SOW - SUPPLIES/SERVICES AND PRICES (continued)****XXII. CPARS (continued)****B. Obtaining a PKI certificate**

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

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

XXIII. MARKETING

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

PRIME VENDOR GUAM

STATEMENT OF WORK

DESCRIPTION/SPECIFICATION

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

- A. Accessed via the Internet, the STORES is the Government’s translator/ordering system that is capable of accepting orders from any of the Services;” i.e. Army, Air Force, Navy, or Marines, individual ordering systems and translating them into an Electronic Data Interchange (EDI) format. In addition, this information is passed to DLA Troop Support for the purposes of contractor payment and customer billing.
- B. Customers will be able to order all of their requirements through STORES. The system will transmit orders to the contractor and to DLA Troop Support.
- C. The awardee shall be required to interface with STORES and must be able to support the following EDI transactions:
 - 1) 810 – Electronic Invoice
 - 2) 820 – Payment Voucher Information
 - 3) 832 – Catalog (Outbound: Contractor to DLA Troop Support)
 - a. The supplier 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 supplier
 - 4) 850 – Purchase order
 - 5) 861 – Receipt
 - 6) 997 – Functional Acknowledgement
- D. The contractor shall have access to the Internet and be able to send and receive electronic mail (email).
- E. Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point.
- F. The contractor is required to utilize the Government’s item descriptions in the Electronic Catalog (832 transmission). The Government’s format begins with the broad category of the item and then continues with a more specific item description. For example: “Crinkle Cut Carrots,” would be listed as “Vegetable, Carrots, and Crinkle Cut.”
- G. The contractor will utilize the DLA Troop Support invoice reconciliation process, or other such systems as may become available, to the maximum extent, towards the goal of correcting invoices early and facilitating the payment process.
- H. In the event the STORES system or the contractor interface is not operational, the contractor must provide alternate ways for the customer to order (e.g., by fax, by phone, pick-up orders, etc), however, for delivery, receipt, and payment purposes the order will manually have to be generated via the Customer Account specialist at DLA Troop Support (TVLS).

PRIME VENDOR GUAM

SOW- DESCRIPTION/SPECIFICATIONS (continued)**I. Ordering System (continued)**

- I. DOD has mandated that all personnel who access DoD systems must use Public Key Infrastructure (PKI) for all private web-enabled applications. Contractor personnel are required to have a DOD-approved PKI or External Certificate Authority (ECA) certificate to access STORES. To learn who to contact to obtain a DoD-approved certificate go to https://www.daas.dla.mil/daashome/pki_contacts.asp.
- J. Contractors are permitted to request no more than one (1) Special 832 transaction per week. All Special 832 transactions must be approved by the Contracting Officer.

II. ORDER PLACEMENT

- A. Land based customers shall place their orders to accommodate a “skip day” delivery. For example, an order placed on March 1st would have a required delivery date of March 3rd. Orders may be placed with a longer lead-time; however, the minimum lead-time is “skip-day”. Customers will be required to adhere to the specified cut-off time to place an order for skip day deliveries which will be negotiated and become part of the contract, upon award.
- B. The Supplier is to advise the customers no later than 12:00 noon of the skip day of non-availability of an item and recommendation for re-order. If it appears that the 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 manufacturer. **For orders where less than the normal 48 hour order lead-time is provided to the 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.**

III. ORDER FILL OR SUBSTITUTION POLICY

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

For ship orders, the substitution must be authorized by the ship and coordinated with the Navy Logistics Support Center (LSC). In the case of a contractor NIS on part of a quantity ordered, partial shipments are acceptable if the customer is notified and agrees; however, the unfilled quantity is considered cancelled and shall be reflected as a “0% fill” on the fill rate report. The customer may elect to re-order under a new purchase order.

PRIME VENDOR GUAM

SOW- DESCRIPTION/SPECIFICATIONS (continued)**IV. PRODUCT QUALITY****A. Shelf-life:**

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

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

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

1. Land based customers: The contractor must supply products to land based customers with a shelf life of not less than thirty (30) days from the expiration date. Condiments type items must have a minimum of 50% of manufacturer's stated shelf life remaining at time of delivery. Expiration dates are based on the manufacturer's shelf life of the product. Exceptions will be decided by the Contracting Officer on a case-by-case basis based on input from the customer.

2. Ship Load-Out, Top-Off, Carrier and Large Deck Support customers: The contractor must supply products for a ship load-out or top off with a shelf life of not less than 50% of the products' original shelf life remaining. Expiration dates are based on the manufacturer's shelf life of the product. Exceptions will be decided by the Contracting Officer on a case-by-case basis based on input from the customer.

PRIME VENDOR GUAM

SOW- DESCRIPTION/SPECIFICATIONS (continued)**IV. Product Quality (continued)**

3. Navy Direct Ship Support Including Submarine customers: The contractor must supply products for Navy Direct Ship Support with at least sixty (60) days of original shelf life remaining at the time of delivery. For those items manufactured with less than sixty (60) days shelf life, there must be 50% of the original shelf life remaining at time of delivery. Expiration dates are based on the manufacturer's shelf life of the product. The Contracting Officer, on a case-by-case basis, will decide exceptions.

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

B. Expired Product/Shelf Life Extensions:

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

1. The contractor submits written notification to the customer (Theater Food Service Advisor) regarding over aged product and request customer agreement to receive the product if it is approved for extension by DLA Troop Support and VETCOM Services.
2. The contractor submits the extension request paperwork to include Customer agreement, NSN, Item Description, # of Cases, Dollar Value, Price Reduction Offered, Reason/Justification for the request, Manufacturer Letter of Extension, Manufacturer's original expiration date, and Manufacturer's extended expiration date to the Contracting Officer and Contracting Officer Representatives for review/concurrence.
3. The Contracting Officer or Contracting Officer Representative, as designated, replies to the contractor with acceptance/rejection of the submitted package and go or no-go for the VETCOM inspection request.
4. VETCOM will inspect product (time and other factors considered) to see if it is wholesome and of adequate quality (consideration should be given to the length of the extension guarantee before VETCOM approval is granted).
5. After approval by VETCOM and upon written approval from the Contracting Officer, the contractor is authorized to use the product.

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

1. Level of Product Quality:

PRIME VENDOR GUAM**SOW- DESCRIPTION/SPECIFICATIONS (continued)****IV. Product Quality (continued)**

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

V. QUALITY PROGRAM

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

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

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

The contractor shall develop and maintain a quality program for the product acquisition, warehousing and distribution to assure the following:

1. Standardized product quality;
2. Wholesome product by veterinary standards;

PRIME VENDOR GUAM**SOW- DESCRIPTION/SPECIFICATIONS (continued)****V. Quality Program (continued)**

3. The usage of First-In, First-Out (FIFO) principles and/or First-Expired, First-Out (FEFO);
4. Product shelf life is monitored;
5. Items are free of damage;
6. Items are segregated in OCONUS warehouses from commercial products;
7. Correct items and quantities are selected and delivered;
8. Ensure requirements of the Berry Amendment are met, when applicable;
9. Customer satisfaction is monitored;
10. Product discrepancies and complaints are resolved and corrective action is initiated;
11. Manufacturer, FDA, or DoD initiated food recalls are promptly reported to customers and DLA Troop Support;
12. Compliance with EPA and OSHA requirements;
13. Distressed or salvaged items or products shall not be used;
14. Applicable food products delivered originate from a source listed as a Sanitarily Approved Food Establishment for Armed Forces Procurement;
15. Hazard Analysis and Critical Control Point (HAACP), if applicable;
16. Commercial standards are used to maintain temperatures appropriate for individual items.

VI. WAREHOUSING AND SANITATION PROGRAM/STORED PRODUCT PEST MANAGEMENT

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

VII. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS

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

VIII. QUALITY SYSTEMS MANAGEMENT VISITS AND AUDITS**A. Quality Systems Management Visits (QSMVs)**

PRIME VENDOR GUAM

SOW- DESCRIPTION/SPECIFICATIONS (continued)**VIII. Quality Systems Management Visits and Audits (continued)**

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

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

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

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

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

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

PRIME VENDOR GUAM

SOW- DESCRIPTION/SPECIFICATIONS (continued)**VIII. Quality Systems Management Visits and Audits (continued)**

- 1) Contractor adherence to contract requirements
 - 2) The quality level of the materials supplied is satisfactory and uniform throughout the DLA Troop Support -FT Subsistence Prime Vendor Regions.
 - 3) There is no product misrepresentation or unapproved substitution.
 - b. The Audit objectives are accomplished utilizing the expertise of the U.S. Dept. of Agriculture (USDA) Agricultural Marketing Service (AMS) Meat, Poultry and Processed Products Graders, U.S. Dept. of Commerce (USDC) National Marine Fisheries Services and DLA Troop Support -FT Quality Assurance personnel. Representatives from the above agencies form the DLA Troop Support Worldwide Food Audit Team.
 - c. Each contractor will undergo an initial audit once per contract tier pricing period with the first audit occurring during the first tier pricing period and other initial audits occurring once per each following tier pricing period. The Audits are conducted as a product cutting. The average cost of one Food Audit is approximately \$9,500.00 (product cost only). As a contractor, you will be expected to provide samples of the government's choice at a cost of approximately \$9,500.00 per audit. Additional cost may be incurred by the contractor if the contractor's facility does not have a facility/kitchen or the equipment needed to perform the audit. The cost is part of the distribution price.
2. Audit Process
- a. The contractor will normally be given advanced notice of sixty (60) calendar days of an impending audit. The Government reserves the right to conduct unannounced food audits.
 - b. DLA Troop Support Worldwide Food Audits are typically a three (3) day process. Day one is devoted to sample selection at the contractor's OCONUS distribution facility. Day two and three encompass the performance of the actual audit.
 - c. Once an audit has been scheduled, the DLA Troop Support Lead Auditor will arrive at the contractor's OCONUS distribution facility on day one and provide a list of items identified for evaluation and select items to be inspected during the course of the audit.
 - d. Items selected for evaluation will be segregated from the contractor's regular inventory and appropriate procedures shall be used to maintain the integrity of the samples. Evidence that the contractor has replaced or tampered with samples, or otherwise interfered with the audit samples and/or audit process will result in the contractor failing the audit. One or more audit failures may be grounds for terminating the contract.
 - e. During the Audit (days two and three), the DLA Troop Support Quality Assurance Representative will assign an item rating based on compliance with or departure from stated requirements as specified in the DLA Troop Support NSN, LSN, or NAPA catalogs. Items will also be audited to determine compliance with the Berry Amendment approved source requirements, FDA Retail Food Code, USDA Warehousing Standards, Good Manufacturing Practices, additional provisions of the Code of Federal Regulations and other applicable standards.

PRIME VENDOR GUAM

SOW- DESCRIPTION/SPECIFICATIONS (continued)**VIII. Quality Systems Management Visits and Audits (continued)**

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

PRODUCT AUDIT RATINGS (COLOR CODE RATING SYMBOLOGY)

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

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

MAJOR NONCONFORMANCE (BLUE) = A major nonconformance, other than critical, is a deviation from the contract or the item description stock number requirements. This major nonconformance is a deviation that materially affects or is likely to have a major 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: contractor is required to STOP ISSUE of the item, unless otherwise approved by the Contracting Officer.

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

PRIME VENDOR GUAM

SOW- DESCRIPTION/SPECIFICATIONS (continued)**VIII. Quality Systems Management Visits and Audits (continued)**

NOTES:

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

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

3. Audit Preparation

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

- a. Freezer storage area to store samples selected.
- b. Chill area for tempering product for approximately 10 + pallets.
- c. Tables for conducting the audit and demonstration.
- d. Sinks/wash area equipped with sanitizing soap for cleaning knives and equipment.
- e. Water jet spray attachment for the sink.
- f. Pans or work area in close proximity to a sink area to drain/purge from packaged product.
- g. Deep fat fryer.
- h. Microwave.
- i. Calibrated scales – A scale capable of weighting portion control items and roasts; a large scale capable of weighting large cases (weighing up to 70 pounds); a digital portion scale capable of weighting in ounces and grams.
- j. A minimum of 10 large flat baking sheet pans, plastic trays or some type of tubs to place thawed meats.

PRIME VENDOR GUAM

SOW- DESCRIPTION/SPECIFICATIONS (continued)**VIII. Quality Systems Management Visits and Audits (continued)**

- k. Cart to move samples around.
- l. Cutting boards (two or three).
- m. Large trash cans with bags.
- n. Power hook-up for 3-4 computers.
- o. Access to a copy machine.
- p. Small box for ground beef samples (Approx. 10 oz) and dry ice or cold packs for mailing.
- q. Miscellaneous supplies: Paper towels; heavy-duty plastic bags; one box of large latex gloves; paper flip chart/easel with markers (RED, BLUE, ORANGE, GREEN, BLACK); cellophane tape.
- r. Optional but considered highly desirable: Cloth towels and floor covering to maintain clean and sanitary floor areas.
- s. A camera and a person to take digital pictures during the audit may be required. A copy of the pictures will be e-mailed to the DLA Troop Support auditor at the end of the audit.

4. Sample List/Selection of Samples

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

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

5. Audit Results

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

PRIME VENDOR GUAM

SOW- DESCRIPTION/SPECIFICATIONS (continued)**VIII. Quality Systems Management Visits and Audits (continued)**

6. Follow-Up Audits

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

7. Audit failures

As noted herein, audit failures and/or failure to take 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 contractor contract or pursue other corrective or adverse actions against the contractor.

IX. BRAND NAME ITEMS

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

Note: For information on NAPA items holders and holders, refer to the following website:

(National Allowance Program Agreement):

<http://www.troopsupport.dla.mil/subs/support/napa/index.asp>

- B. Contractors are required to submit pricing on the specific Brand Name items listed in the Schedule of Items, if applicable.

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

- A. All packaging and packing shall be in accordance with best commercial practices. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug and Cosmetic Act and regulations promulgated there under. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code. The contractor shall be responsible for complying with any applicable packaging, packing, and marking regulations of the various countries in/through which product will be stored/transported.
- B. Semi-perishable items shall be snugly packed in shipping containers that fully comply with the National Motor Freight Classification and Uniform Freight Classification Code, as applicable.
- C. All food and beverage products shall be identified with readable dates (open code dates), or coded dates, as determined by the type of product delivered. For semi-perishable, shelf stable items, open dating is preferred, but code dating is acceptable. Contractors that do not use open dating should provide a product code number key to the Contracting Officer, the Veterinary Office in Guam and each customer facility. Items other than semi perishable, shelf stable products must have readable, 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
- 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.

II. MARKINGS

- A. To ensure that the carrier and the receiving activity properly handle and store items, standard commercial precautionary markings such as “KEEP FROZEN”, “KEEP REFRIGERATED”, etc. shall be used on all cases when appropriate.
- B. To the maximum extent possible, nutritional and ingredient labels shall be placed on the individual package.
- C. Any delivered product not labeled with the name and address of the manufacturing establishment must be identified as to its manufacturer by “timely” advance written notice to each installation’s officer in charge of food service (e.g. Installation Food Advisor (IFA)). The listing is requested in alphabetical order in respect to the shipping container nomenclature. This listing must be kept current and provided to each Installation’s Food Advisor, Food Service Officer, or FSC on a quarterly basis.

PRIME VENDOR GUAM

SOW- PACKAGING AND MARKING (continued)**II. Markings (continued)****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
Date of Pack
Product Expiration Date and/or
Best If Used By Date

Case Marking/Labeling – NAVY CUSTOMERS

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

NSN
FIC (Navy Food Identification Code) – If the Item **HAS** a FIC Code
Item Nomenclature
Quantity
Unit Pack
Unit of Issue
Case Weight
Case Cube
Date of Pack
Product Expiration Date
Lot Number

- D. **CODE DATES:** All products shall be identified with readable open code dates (open code dates are markings that indicate product expiration date). All products delivered by the contractor will have an “open coded” (month/year) “Date of Pack” (DOP) and an “open coded” “Best When Used By Date,” “Sell by Date,” date of production, date of processing/pasteurization or similar marking indicating the end of the guaranteed freshness date. If the product manufacturers/producers do not use open code dating the contractor should request labeling with open code dates or shall use the origin manufacturers/producers Product Code Key to decode the item shelf life information, decode the closed code date, and must apply the open code date to their own label. 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.

PRIME VENDOR GUAM**SOW- PACKAGING AND MARKING (continued)****II. Markings (continued)****E. TRACEABILITY REQUIREMENTS FOR CONTRACTOR OR CONTRACTOR'S SUPPLIERS RE-PACKAGING AND RE-LABELING PRODUCTS:**

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

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

III. PALLETIZATION

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

Customers Other Than Navy Ships

Palletization shall be in accordance with good commercial practices. Pallet height should not exceed 60", including the pallet.

PRIME VENDOR GUAM

SOW- PACKAGING AND MARKING (continued)**III. Palletization (continued)****For Navy Ship Customers Only**

All cases of product must be palletized. The type of pallet must only be a two way entry wing type pallet. Pallet height shall not exceed 45", including the pallet. All pallets must be shrink-wrapped. Pallet retrieval, if requested by the ship customer, and all associated costs, shall be the responsibility of the contractor.

Cases may be mixed on a pallet as long as ANY one line item is not embedded in the pallet and not visible or if all cannot be sight counted without breaking down the pallet.

Palletized/containerized unit loads shall be stenciled, printed, or labeled on two adjacent sides as follows:

NSN

Item Nomenclature

Quantity, size and unit (quantity is the number of shipping cases in the unit load
such as 40 Cs., 24 No. 2 ½ Cans)

Contract Number, Including Delivery Order Number and Lot Number

Name and Address of Prime Vendor

Date of Pack

Gross Weight and Cube

Prime Vendor's Name and Address

Date of Pack

Expiration Date

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

PRIME VENDOR GUAM**STATEMENT OF WORK****INSPECTION AND ACCEPTANCE****I. INSPECTION AND ACCEPTANCE****A. FOB Destination Shipments: (All shipments, unless otherwise specified by the Contracting Officer).**

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

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

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

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

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

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

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

II. WARRANTIES

The supplies furnished under the resultant contract(s) shall be covered by the most favorable commercial warranties that the contractor gives to any customer. The supplies and the rights and remedies provided therein are in addition to, and do not limit, any rights afforded to the Government by Clause 52.212-4(o) "Warranty", "Contract Terms and Conditions-Commercial Items" and any addendum contained in the solicitation. The contractor will provide a copy of their most favorable commercial warranty to the Contracting Officer after award.

PRIME VENDOR GUAM**SOW- INSPECTION AND ACCEPTANCE (continued)****III. DELIVERY TEMPERATURES, SHIPPING AND STORAGE REQUIREMENTS**

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

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

IV. REJECTION PROCEDURES

- A. If product is determined to be defective, damaged, and/or compromised in any other manner, it may be rejected by the authorized Government receiving official.
- B. When product is found to be non-conforming or damaged, or otherwise suspect, the authorized Government receiving official shall reject the item and/or determine the course of action to be taken with the product in questions. If present, the Contracting Officer Representative (COR) may be consulted. The final decision is to be made by the authorized Government receiving official.
- C. In the event an item is rejected, the delivery ticket/invoice shall be annotated as to the item(s) rejected. These items shall then be deducted from the delivery ticket/invoice. The delivery ticket/invoice total must be adjusted to reflect the correct dollar value of the shipment.
- D. 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.
- E. In the event that a product is rejected after initial delivery is made, the contractor may be required to pick up the rejected product or the customer may agree to dispose of it. Credit due to the ordering activity as a result of the rejected product being returned, will be handled through a receipts adjustment process in STORES. If the contractor has already been paid for the product, an offset will be issued through DLA Troop Support's financial system.
- F. Government policy requires that product shall be inspected upon receipt as promptly as practicable. However, failure to promptly inspect or accept supplies shall not relieve the contractor from responsibility, nor impose liability on any of the customers, for nonconforming supplies.

PRIME VENDOR GUAM**SOW- INSPECTION AND ACCEPTANCE (continued)****IV. Rejection Procedures (continued)**

- G. Supplies transported in vehicles which are not sanitary, or which are not equipped to maintain prescribed temperatures, may be rejected without further inspection.

V. ARMY VETERINARY INSPECTORS AND INSPECTIONS

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

PRIME VENDOR GUAM**STATEMENT OF WORK****DELIVERIES AND PERFORMANCE****I. CONTRACT IMPLEMENTATION PHASE**

In the event that a follow-on contract is awarded to a firm other than the incumbent contractor, the Government intends to: (i) make award at least 6 months prior to the expiration date of the incumbent contract and (ii) establish a time phased transition schedule during the incumbent contract's final 90 to 120 days of operation. During the implementation phase, the incumbent contractor will remain the principal source of food and non-food supplies. Notwithstanding other provisions of this contract, performance failure during this period, just as during other periods of performance, may result in the contract termination for cause. The order of precedence for customer support is (1) the incumbent contractor (2) the new contractor.

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

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

To fulfill requirements of contract, the contractor will begin preparation for performance on the contract at time of award. Fulfillment of requirements of the contract incorporates the previously described ramp up phase. The contract begins on the award date, and consists of 64 months.

II. ITEM AVAILABILITY

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

III. DELIVERY INSTRUCTIONS

A. Deliveries shall be F.O.B. destination to all ordering activities and delivery points. All items will be delivered to customer locations, free of damage, with all packaging and packing intact. The contractor shall remove all excess pallets used for delivery from the OCONUS customer's location. No pallet exchange programs will be available for the customers listed in this solicitation.

PRIME VENDOR GUAM

SOW- DELIVERIES AND PERFORMANCE (continued)**III. Delivery Instructions (continued)**

- B. Installation delivery routes and stop-off sequence will be coordinated and verified with the installations on a post award basis by the awardee(s).
- C. 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.

As described and detailed in this solicitation, all inspections by US Army Veterinary Service 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 any Department of Defense entity (e.g., PACOM). Any and all inspection determinations made by the US Army Veterinary Service shall be final.

- D. Specific delivery point information is provided below. Some installations have more than one delivery point. Awardee must provide expeditious off-loading and delivery to the customer and ensure that the personnel loading and delivering the product provide prompt and efficient service to the customer.
- E. 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.
- F. The offeror shall also ensure that the personnel loading and delivering the product provide prompt and efficient service to the customer. Drivers should carry picture ID's, and comply with any internal ID and security requirements of the specific site. Trucks should also be properly registered with each activity to ensure smooth admission to the compound, while fully honoring all in-house security protection measures of the military activities.
- G. Many bases currently require enrollment in RapidGate and will not allow entry without RapidGate clearance. During the contract start-up/implementation period, the Contractor must contact all customer locations to determine whether enrollment in RapidGate or another security program is required for access to each location. If RapidGate or other security enrollment is required, the contractor must take all necessary steps to obtain this in time for the start of performance under this contract. Failure to have RapidGate clearance may result in a vendor being turned away from the base and being unable to complete delivery. The contractor is responsible for the additional cost for RapidGate enrollment and must ensure that a RapidGate enrolled driver is available for all deliveries. We currently estimate that RapidGate enrollment will cost about \$250 per company and \$200 per enrolled employee for 1 year of access to multiple locations, but the cost of RapidGate or other security enrollment may vary, so the contractor should contact RapidGate to determine its own costs. If more than one driver is required, RapidGate enrollment must be obtained for each driver. Note that enrollment can take several weeks, so an awardee that is not already enrolled must begin enrollment at the time of award notification at the latest. If difficulty or delay in enrollment in RapidGate is encountered during the start-up/implementation period, the contractor MUST contact RapidGate and/or the Security Officer at the applicable customer locations to resolve any issues with processing RapidGate enrollment so that the contractor will be able to deliver as required. For additional

PRIME VENDOR GUAM

SOW- DELIVERIES AND PERFORMANCE (continued)**III. Delivery Instructions (continued)**

information regarding RapidGate, including enrollment instructions, please visit their website at www.rapidgate.com.

Please note that RapidGate is currently a requirement for access to some military bases; however, these and other locations may require enrollment in other security programs at some time in the future. In this event, the contractor is responsible for obtaining all required enrollments and clearances for each of their drivers as soon as they receive notice of such a requirement.

H. DELIVERY POINTS AND REQUIREMENTS

The list below details each of the facilities that will require deliveries.

DODAAC	CUSTOMER NAME	ADDRESS
08F302	GDOE DEPT OF EDUCATION	162 North Marine Drive, Piti, Guam 96915
08X403	MT. CARMEL SCHOOL	CALLE DELOS MORTERES ST, Agat, Guam 96915
YGU003	SODEXO (MANAGES THE GDOE CAFETERIAS)	404 West Soledad Ave., Suite A-9, Hagatna Guam 96910
FT9174	ANDERSEN AFB - MAGELLANINN	Bldg. 25010 Unit 14004, Andersen AFB, Guam
FT9519	ANDERSEN AFB - CDC	36 SVS/SVYC Unit 14004, Andersen AFB, Guam
GU001	PORT OF GUAM, COAST GUARD & NOAA SHIPS	Bldg. 3191, PSC 455 Box 190, FPO AP, Guam 96540
MEF3GU	GUAM 3RD MARINE EXPEDITIONARY	Bldg. 25010, PSC 455 BOX 190, Hagata, GU 96543
N65869	NAVAL EXCHANGE GUAM	PSC 455, BOX 178, FPO AP, 96540
N65452	NEX LOCATION 452	Location 452, NCTS Mini Mart, Agat GU, 96540
N65443	NEX LOCATION 443	Location 443, Barracks 20, Santa Rita GU, 96540
N65444	NEX LOCATION 444	Location 444, Apra Mini Mart, Agat GU, 96540
N65445	NEX LOCATION 445	Location 445, Autoport COMNAVMAR, Agat GU, 96540
N65457	NEX LOCATION 457	Location 457, Hospital Mini Mart, Agana Heights Guam, 96540
N66687	CAMP COVINGTON, NMCB	Bldg. 586, Sumay, Guam 96540
Q92242	US NAVAL HOSPITAL GALLEY	PO BOX GH GUAM Agana Heights Guam 96931
W91BE5	358TH MILITARY POLICE COMPANY	358th Military Police Company, Bldg. B-1657, Route 1, Marine Drive
W91JFX	1101st GU GUAM DET	SR 0302 QM CO FIELD SVC CO FW, B-61 ANNON AVE., BARRIGADA GU, 96913
W81KWC	GUAM NATION GUARD	622 E. Harmon Industrial Park, Tamuning, Guam 96911
N6111G	ALL USS SHIPS	Address while in Guam PSC 455 Box 190 Naval Station Guam 96540
MSCGU1	ALL MSC USNS SHIPS	Address while in Guam PSC 455 Box 190 Naval Station Guam 96540
W81089	KRS KWAJALEIN RANGE SERVICE	W4T8 USASMDC KWAJALEIN ATOLL, MARSHALL ISLANDS, MH
	HOMEPORTED SHIPS	
N02865	USS FRANK CABLE (SUB)	Alpha Pier, AS-40 Polaris Point, Sumay, Guam 96540
Z15255	USCGC SEQUOIA	Victor Pier Sumay Drive Guam
R20996	USS BUFFALO	Tango Pier Sumay Drive, Guam
V21102	USS OKLAHOMA CITY	Siera Pier, Sumay Drive Naval Station Guam 96540
R20994	USS HOUSTON	Bravo Pier, Polaris Point Road, Apra Harbor, Guam 96540
N23194	USNS RICHARD E. BYRD (T-AKE)	Transient ships. Address while in Guam PSC 455 Box 190 Naval Station Guam 96540
N23196	USNS AMELIA EARHART (T-AKE)	Transient ships. Address while in Guam PSC 455 Box 190 Naval Station Guam 96540
N23193	USNS ALAN SHEPHARD (T-AKE)	Transient ships. Address while in Guam PSC 455 Box 190 Naval Station Guam 96540
N23197	USNS CARL BRASHEAR (T-AKE)	Transient ships. Address while in Guam PSC 455 Box 190 Naval Station Guam 96540
N23620	USNS CHARLES DREW (T-AKE)	Transient ships. Address while in Guam PSC 455 Box 190 Naval Station Guam 96540
N23199	USNS MATTHEW PERRY (T-AKE)	Transient ships. Address while in Guam PSC 455 Box 190 Naval Station Guam 96540
	NOTE: All Transient Ships are given a Pier site address by Port OPS and is dependent on what is available and load or offload.	

PRIME VENDOR GUAM

SOW- DELIVERIES AND PERFORMANCE (continued)**IV. TERMS OF INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT**

- A. The contract type anticipated is a fixed-price Indefinite Delivery Indefinite Quantity Contract (IDIQ), with Economic Price Adjustment. The duration of the contract is for a term of 64 months, with three separate pricing tiers. The first tier shall be for a 28 month period (up to and inclusive of a 4-month ramp up period followed by a 24-month performance period); the second tier shall be for the following 18 month performance period; the third and final tier shall be for an 18 month performance period. The ordering period begins after the first order is placed. Performance period options are not being used in this contract.
- B. The contractor's implementation phase is defined as the timeframe which begins immediately after award and ends when the first order is place.

V. FILL RATE/SUBSTITUTIONS

- A. The required contract order fill-rate is, at a minimum, 98%, which must be achieved for both items sold by the case and items sold by the pound. It is not necessary to propose a higher fill rate, nor will we evaluate a proposed higher fill rate. During contract performance, higher fill-rates may result in a higher Past Performance and Experience rating for future acquisitions. Fill rates will be documented in the Contractor Performance Review System (CPARS) and low fill rates may impact past performance evaluations on subsequent acquisitions.
- B. The fill rate for non-catch weight items shall be calculated as follows and shall not include substitutions, mis-picks, damaged cases, etc.:

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

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

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

D. Definitions:

1. Cases accepted: The product quantity that the customer has received and receipted, not including damaged cases, and mis-picks.
 2. Cases ordered: The product quantity requested by a customer.
 3. Catch-weight item: An item for which a weight range is acceptable; normally meat items purchased by the pound, e.g. 8905-01-E29-2117, Beef Flank Steak, 11-15 LB.
- E. Regardless of the line item/LSN unit of issue or unit of measure (LB, CO, CS), the Government will calculate the fill-rate for each delivery order line item based on cases ordered & accepted, utilizing the units per pack, or purchase ratio factor, to convert all order/receipt quantities to cases. In calculating catch-weight item order/receipt cases and fill-rates, the weight range average will be utilized to convert pounds to cases. The government system will round down and up as follows:

PRIME VENDOR GUAM

SOW- DELIVERIES AND PERFORMANCE (continued)**V. Fill Rate/Substitutions (continued)**

0 – 0.4999 will round down

0.5 – 0.999 will round up

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

Order = 52 LB / 13 = 4 cases

Receipt = 45 LB / 13 = 3.46 = 3 cases

Fill-rate = 3 / 4 = 75.0%

If the contractor delivers 46 LB, the fill-rate = 46 / 13 = 3.53 = 4 cases = 4 / 4 = 100%

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

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

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

Increase: plus (+) the item average weight

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

Decrease = 13 x .49 = 6 LB

Increase = 13 LB

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

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

PRIME VENDOR GUAM

SOW- DELIVERIES AND PERFORMANCE (continued)**V. Fill Rate/Substitutions (continued)**

substitute and places a new order for 6 cases of the #303 CN applesauce (for a different quantity in this example due to package/pack size difference), and contractor delivers the substitute order in full:

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

Order = 48 CN = 8 CS: Receipt = 0

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

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

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

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

FILL RATE EXCEPTIONS:

A – STORES Receipt Data Out of Date**

PRIME VENDOR GUAM

SOW- DELIVERIES AND PERFORMANCE (continued)

V. Fill Rate/Substitutions (continued)

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

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

** Note: Not Applicable in OCONUS.

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

****Note: Average Monthly Demand will be calculated on an annual basis using the following formula:

(Total of all customer orders for particular line item for the most recent 12 month period-customer cancellations for the same period)/12

Following is a sample Fill Rate report template:

Fill Rate Report														
Contract #	DODAAC	PO Number	Overall %	CS Non Catch Weight %	CS Catch Weight %	LB Catch Weight %	Overall Ord Cases	Overall Rcpt Cases	Non Catch Wgt Ord Cases	Non Catch Wgt Rcpt Cases	Catch Ord Cases	Catch Rcpt Cases	Catch Ord Wgt	Catch Rcpt Wgt
Page 1														
			</											

PRIME VENDOR GUAM

SOW- DELIVERIES AND PERFORMANCE (continued)

V. Fill Rate/Substitutions (continued)

Following is a sample Discrepancy Report template:

[illegible]

VI. HOLIDAYS

A. All orders are to be delivered as stated above except for Federal holidays as indicated below. When a scheduled delivery day falls on one of these days, or one designated by your firm, delivery will take place on the next business day.

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

B. If your firm observes a holiday that is not listed above; those dates must be listed below. The list must include days that are observed for holidays that fall on weekends. For example, if the actual holiday falls on Saturday, indicate if the holiday is observed on the Friday before or the Monday after the holiday.

Offerors! List any additional holidays that you observe:

PRIME VENDOR GUAM**SOW- DELIVERIES AND PERFORMANCE (continued)****VII. EMERGENCY ORDERS**

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

VIII. AUTHORIZED RETURNS:

- A. The contractor shall accept returns under the following conditions:
 - 1. Products shipped in error;
 - 2. Products damaged in shipment;
 - 3. Products with concealed or latent damage;
 - 4. Products that are recalled;
 - 5. Products that do not meet shelf life requirements;
 - 6. Products that do not meet the minimum quality requirements as defined for the items listed in the Schedule;
 - 7. Products delivered in unsanitary delivery vehicles;
 - 8. Products delivered that fail to meet the minimum/maximum specified temperature;
 - 9. Quantity excess as a result of order fulfillment error by the contractor / and or purchase ratio factor error; and
 - 10. Any other condition not specified above that is determined a valid reason for return by the customer.

IX. SHORT SHIPMENTS AND SHIPPING ERRORS:

- A. The authorized Government receiving official will annotate short shipment(s) on the delivery ticket/invoice(s) that accompany the delivery. The contractor’s representative (the truck driver/pilot), will acknowledge and counter-sign the delivery ticket/invoice.

PRIME VENDOR GUAM**SOW- DELIVERIES AND PERFORMANCE (continued)****IX. Short Shipments and Shipping Errors (continued)**

- B. Any product delivered in error by the contractor must be picked up on the next delivery day after notification by the ordering facility.

X. SURGE AND SUSTAINMENT

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

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

Joint Chiefs of Staff (JCS) Logistics Exercises – The contractor must have the ability to support short term surges in demands, which may increase two times the estimated demand. There may be occasions where large increases in quantity will be necessary for short periods of time and on short notice. An example of a surge situation would be an increase in military feeding of 300% of peacetime demand for a period of up to 30 days. Normally, there is advance notice as to when exercise surges will occur. However, the contractor will be required to meet the surge demand in the normal contractual lead time.

For the resultant contracts from this solicitation the contractor will be required to have the ability meet surges of 300% of normal demand levels. For example if a customer has a normal demand of 100 cases per month of an item the surge level could be as high as 200 cases per month during the surge period.

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

Mobilization - A full-scale military mobilization or a national emergency could increase supplies to those items and quantities listed in the contractor Catalog. This increase in quantity may be needed for a six-month period or longer. Normal mobilization strategies provide lead times of at least 30 days to build to the necessary support level. The contractor must have the ability to support this increased level of supply for an extended period of time.

PRIME VENDOR GUAM
STATEMENT OF WORK

CONTRACT ADMINISTRATION DATA

I. CONTRACTING AUTHORITY

- A. The DLA Troop Support Contracting Officer and the DLA Troop Support Contracting Officer's Representative (COR) are the only persons 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 and the DLA Troop Support Contracting Officer's Representative.
- B. In the event the contractor effects any change at the direction of any person other than the DLA Troop Support Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made. The Contracting Officer must authorize any modification or costs associated with a change.
- C. Requests for information on matters related to this contract, such as an explanation of terms or contract interpretation, shall be submitted to the DLA Troop Support Contracting Officer.

II. INVOICING

- A. Each delivery will be accompanied by the contractor's delivery ticket/invoice. Three (3) copies (an original plus two) shall accompany the shipment. The customer shall sign all copies of the delivery ticket/invoice, keep one (1) copy and return original copy to the contractor. Any changes must be made on the face of the invoice; attachments are not acceptable.
- B. All invoicing for payment is to be filed electronically using EDI transaction set 810. No paper invoices shall be submitted to DFAS for payment. All invoices submitted by the contractor must be "clean", i.e. all debits and/or credits must be reflected on the invoice prior to submission.
- C. 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.
- D. 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.
- E. Invoices may not be submitted as "LIVE DATA" until a test transaction set has been cleared.

PRIME VENDOR GUAM**SOW- CONTRACT ADMINISTRATION DATA (continued)****II. Invoicing (continued)**

- F. 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.
- G. Unit prices and extended prices must be formatted not more than two (2) decimal places to the right of the decimal point. STORES will not accommodate positions of 3 and above beyond the decimal point.
- H. The following address must appear in the “Bill To” or “Payment Will Be Made By” block of the contractor’s invoice:
- DFAS – Columbus Center
Attn: DFAS-CO-SEP
PO Box 182317
Columbus, OH 43218
- I. Each invoice shall contain sufficient data for billing purposes. This includes, but is not limited to:
1. Contract Number, Call or Delivery Order Number, and Delivery Order Number; DoDAAC;
 2. Contract line listed in numeric sequence (also referred to as CLIN order);
 3. Item nomenclature;
 4. LSN or NSN;
 5. Quantity purchased per item in DLA Troop Support’s unit of issue;
 6. Clean invoices must be submitted; and
 7. Total dollar value on each invoice (reflecting changes to the shipment, if applicable).
- J. Contractors are required to use the DLA Troop Support Reconciliation Tool to identify and correct mismatches between invoices submitted and customers posted receipts. It is the responsibility of the contractor to adjust as necessary and communicate with the customer or DLA Troop Support as needed, in order to resolve any/all discrepancies.

III. PAYMENTS

- A. DFAS Columbus Center is the payment office for this acquisition.
- B. Payment of delivery orders will be made in accordance with the terms and conditions of Paragraph (i) of Clause 52.212-4 “Contract Term and Conditions – Commercial items” and any addendum, appearing in the section of this solicitation entitled “Contract Clauses”.

PRIME VENDOR GUAM**SOW- CONTRACT ADMINISTRATION DATA (continued)****III. Payments (continued)**

- C. Payment is subject to the terms and conditions of the Prompt Payment Act (31 U.S.C. 3903) (The due date for making invoice payments by the designated payment office shall be the later of the following two events: (a) the 30th day after the designated billing office receives a proper invoice from the Contractor; (b) the 30th day after the Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.). All 810 electronic invoices must be submitted with accurate, sufficient, clean data before any payment can be made. Guam invoices that exceed the \$500K threshold shall be scanned and e-mailed separately to DLA Troop Support. DLA Troop Support will enter the receipt records into STORES. However, the contractor shall not submit the 810 invoices for payment until the signed delivery ticket/invoice has been received directly from the customer.
- D. Fast pay procedures do not apply.
- E. All contractors must have the ability to accept an 820 transaction set from its financial institution. DFAS Columbus will no longer forward a detailed summary of payment(s); this information will only be available from your bank.
- F. STORES/BSM Reconciliation Tool: In an effort to improve the payment process, contractors will have availability to view what the customer has or has not receipted, via the BSM website. The contractor will have access to “unreconciled” information, i.e. the invoice does not match the receipt because of a quantity or price discrepancy, or because the customer has not posted a receipt. Both invoice information and receipt information will be available for review by the contractor. While the contractor will not have the capability to update customer receipt information, update capability will be available for unreconciled invoice information for approximately 30 days. There is a Reconciliation Training Website at: <http://www.dscp.dla.mil/subs/recon1.pdf>.
- G. The Government intends to make payments under the resultant contract by electronic funds transfer (EFT). Reference Clause FAR 52.232-33, “Payment by Electronic Funds Transfer – Central Contractor Registration” contained within clause FAR 52.212-4, Contract Terms and Conditions -Commercial Items. However, the election as to whether to make payment by check or electronic funds transfer is at the option of the Government.

IV. ADMINISTRATION

- A. A designated representative at the ordering activity will perform administration of the individual customer delivery order. This includes approving product substitutions and delivery changes.
- B. The DLA Troop Support Contracting Officer must approve any changes to the contract.

PRIME VENDOR GUAM
STATEMENT OF WORK

SPECIAL CONTRACT REQUIREMENTS

I. NOTICE TO OFFERORS

Prospective offerors are hereby advised that although there is a guaranteed minimum of 10% on this contract, DLA Troop Support cannot guarantee that any or all of the customers will order all of their subsistence and related non-food requirements from the successful contractor.

II. MANAGEMENT REPORTS

The contractor shall provide the following reports to the Contracting Officer in the frequency indicated. Negative reports are required and the government reserves the right to add additional reports at no additional cost. Each quantity and dollar value provided should be based on the items unit of issue.

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

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

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

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

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

PRIME VENDOR GUAM

SOW- SPECIAL CONTRACT REQUIREMENTS (continued)**II. Management Reports (continued)**

order) and delivery order number. The date range of the report shall be based on the customer's RDD for the previous week as defined in para. 2 above.

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

- a. Overall fill rate based on cases
 - b. Overall non-catch weight fill rate based on cases
 - c. Overall catch weight fill rate based on cases
 - d. Overall catch weight fill rate based on pounds
 - e. Delivery orders shall be grouped by DODAAC. Within each DODAAC sort fill rates by delivery order number
4. Overall discrepancy report shall only include delivery orders that contain less than 100% fill rate and reason code for discrepancy.
- B. Monthly Descending Unit Volume & Dollar Value Report– Product line item sales, sorted by total cost; each quantity and dollar value should be based on the items unit of issue; and each report should contain, at a minimum the DLA Troop Support stock number, item description, unit of issue, quantity ordered, distribution price category, product price, distribution price, unit price and total cost. Dollar amounts will be totaled.
- C. Monthly Product Line Item Rejection Report – Product line items rejected, sorted by item description; each report should contain, at a minimum the delivery order number, line item number, DLA Troop Support stock number, item description, unit of issue, number of units rejected and dollar value of units rejected. The monthly report must contain a summary sheet that identifies the quantity and value of items shipped, received, and rejected by product category; i.e., contractor, government furnished material, local market ready or fresh fruits and vegetables. Dollar amounts should be subtotaled by product category and totaled overall.
- D. Monthly Customer Service Report - The contractor shall develop and provide a report summarizing all discrepancies, complaints and all positive feedback from ordering activities and the respective resolutions by providing a summary from customer visits.

PRIME VENDOR GUAM

SOW- SPECIAL CONTRACT REQUIREMENTS (continued)**II. Management Reports (continued)**

E. Monthly Rebate Reports:

1. General Rebates - The contractor shall provide a monthly report identifying all discounts, rebates, allowances or other similar economic incentives or benefits, and the associated amounts passed on to the Government. The contractor must indicate the type of discounts, rebates, allowances or other similar economic incentives or benefits given to any other customer whether they are of limited or special duration, and the amount that has been passed on to the Government, in the form of an upfront price reduction.
2. NAPA Report - This report should summarize the savings passed along to the customers in the form of deviated allowances realized as a result of utilizing the NAPA's. List each customer, the NAPA amount, the manufacturer/broker name, and quantity ordered. NAPA figures should be listed per customer, per contract and per manufacturer.
3. Food Show Rebates Report - This report should show a detailed break out of all savings received at your Food Show. This report is not a monthly requirement, but is based on the timing of your Food Show. List each customer, the Food Show amount, the manufacturer/broker name, and quantity ordered. Food Show Rebates should be listed per customer, per contract, and per manufacturer. The total should be per customer and per contract.

F. Monthly Cancellation Report – Order cancellations sorted by order date; each line to contain at a minimum: Purchase order number, Catalog number; DODAAC, Order Date, Ship Date, Originally scheduled delivery date, Order dollar value, Call number, Item Count, and Reason for Cancellation.

G. Monthly Asset Visibility Report - Product line item demand quantities, assets on-hand, at port, in the pipeline and on order. The contractor needs to be able to present real time asset visibility of their entire inventory. At a minimum the contractor will be required to submit this report once a month, but there may be instances when the contractor will be required to submit this report on a weekly or daily basis. Government Furnished Material (GFM) must be reported separate from non-GFM per OCONUS warehouse and support region.

NOTE: This report starts before the first order is placed, and is required during the implementation period.

PRIME VENDOR GUAM**SOW- SPECIAL CONTRACT REQUIREMENTS (continued)****II. Management Reports (continued)**

- H. Monthly Slow Moving Item Report - The report should list underperforming (items not meeting monthly 1 pallet order minimum) or inactive items by NSN, name, customer ordering the item, quantity on-hand and remaining shelf life. This report must include all items with 30, 60, and 90 days of remaining shelf life.
- I. Monthly Vendor Catalog Report – (to be submitted with each catalog update) – Sorted by Item Description; each line to contain at a minimum: DLA Troop Support stock number, item description, product price, normal distribution price, unit price, premium distribution price, purchase ratio factor numerator, unit of issue, item category, item category unit of measure.
- J. Monthly Subcontractor / Supplier Report – The report shall list all companies acting as either subcontractors or suppliers to the Prime Vendor who are foreign entities. At a minimum, the report shall list the name of the company, the address of the company, the types of supplies / services provided a point of contact to include their position in the company, phone number, and email address. In addition, this report should list the Cage Code for this foreign entity, if applicable. The Prime Vendor shall submit this report once a month.

III. CATALOG ORDER GUIDE

The contractor shall provide a catalog order guide, with descriptions and pack sizes, to each of the customers serviced under this contract. At a minimum, the order guide should list the DLA Troop Support Stock Number, DLA Troop Support Unit of Issue, the contractor's part number, and the brand of each item.

IV. OTHER CONSIDERATIONS

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

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

PRIME VENDOR GUAM

FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (FEB 2012)

Note: 52.212-1, Instructions to Offerors—Commercial Items (FEB 2012) is incorporated in this solicitation by reference. Its full text may be accessed electronically at <https://www.acquisition.gov/far/index.html>. Text is available for viewing in Subpart 52.2 Text of Provisions and Clauses, through either the HTML or PDF Format links.

ADDENDUM TO 52.212-1

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

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

____ Facsimile offers are NOT authorized for this solicitation.

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

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

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

1. Multiple Offers (Paragraph e).

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

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

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

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

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

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

PRIME VENDOR GUAM**ADDENDUM TO FAR 52.212-1 (continued)**

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

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

5. Contract Award (Paragraph g).

If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

6. Proposal Factors and Components

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other non-price factors considered. Technical proposals shall address all technical factors in consideration of the contents of this solicitation. The following technical factors, Past Performance, and price components shall be used to evaluate offers:

A. TECHNICAL PROPOSAL (NON-PRICE FACTORS)

- I. Experience
- II. Quality Control (QC) & Quality Assurance (QA) Procedures
- III. Food Defense
- IV. Surge and Sustainment

B. PAST PERFORMANCE

C. BUSINESS PROPOSAL/PRICING (PRICE COMPONENTS)

- COMPONENT I. Aggregate Distribution Price
- COMPONENT II. Weighted Aggregate Product Price

7. Proposal Factors and Components

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

We do not anticipate the use of site visits, however the government reserves the right to send a team of personnel to any proposed contractor facility in order to confirm information contained within an offeror's submission. The technical and business proposals/pricing are required to be submitted in writing (exclusive of Attachments 1 and 2) and must be prepared separately in the

PRIME VENDOR GUAM

ADDENDUM TO FAR 52.212-1 (continued)

quantities shown below. These documents shall be separately bound and shall not be combined. Proposals that do not provide the required information in the prescribed format may be excluded from further consideration.

<u>WRITTEN VOLUME</u>	<u>VOLUME TITLE</u>	<u>NO. OF COPIES</u>
I	Technical Proposal	6
II	Business Proposal/Pricing	2

<u>Electronic Copy</u>	<u>TITLE</u>	<u>NO. OF COPIES</u>
I	Technical Proposal	2
II	Business Proposal/Pricing	2
III	Attachments 1 and 2	2

Business proposals/pricing must be submitted on the Category Distribution Price List and the Schedule of Items. Attachment 1 – Tab 1, Schedule of Items, Tab 2, distribution categories. Two written copies of the Business Proposal / Pricing (exclusive of attachments 1 and 2), and 2 electronic copies of attachments 1 and 2 on a CD in Microsoft Excel Spreadsheet format, not a PDF file (for example), which cannot be utilized by the Government are required for submission. All quotes and/or invoices must be submitted. **Any quote or invoice that references more than one item must be copied and submitted one for each item on the schedule, in item number sequence.**

(ii) Evaluations for each volume of the proposal will be performed exclusive of one another. Therefore, the Technical Proposal shall contain no reference to pricing data contained in the Business Proposal. Conversely, the Business Proposal should not address information requested under an element listed as a technical factor. Pricing information shall only be contained in Volume II. Two copies of Attachments 1 and 2 shall be submitted on working copies of Microsoft Excel Spreadsheet formatted CD's. Each volume shall be put in binders separately and labeled appropriately.

- (iii) All offerors must submit invoicing in binders as follows:
- i. Binder #1 Invoices For Items (1 – 200)
 - ii. Binder #2 Invoices For Items (201 – 400)
 - iii. Binder #3 Invoices For Items (401 – 615)

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

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

PRIME VENDOR GUAM

ADDENDUM TO FAR 52.212-1 (continued)

(vi) Offerors may provide additional technical information that will enhance the proposal; however, overly elaborate proposals that contain information not pertinent to this acquisition are not desired. Failure to provide the information requested may render the proposal unacceptable and may lead to a rejection of the offer.

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

(viii) The written technical proposal must demonstrate the offeror's ability to meet the Government's requirements as set forth in the solicitation. Failure to provide information as requested in any of the technical factors identified herein may be considered a "no response" and may not be ratable or may warrant a "Unacceptable" rating for the applicable factor. In order to receive full consideration, firms are encouraged to ensure that the information provided in the Technical Proposal is factual and complete. To ensure that an accurate evaluation of the proposal is made, **please address the factors in the order in which they appear in the solicitation.** Failure to do so may result in the Technical Evaluation Panel overlooking important information.

Firms should prepare proposals and address elements in the same order as presented in the solicitation to facilitate the Government's review and evaluation of your proposal. Continuation sheets shall clearly identify the solicitation number and the offeror's name on each page.

To be considered acceptable, the technical proposal must provide, at a minimum, the information requested in the section entitled Submission Requirement – Technical Proposal – Volume I.

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

The product prices in Attachments 1 and 2 of the Business Proposal are used for evaluation purposes; but, the schedule of items will also become part of the catalog. Final negotiated prices shall become the baseline catalog prices at the time of the first order and shall be reflective of these prices at the time of first order. These prices then are permitted to be adjusted in accordance with the Economic Price Adjustment provisions in DLAD 52.216-9065.

8. Submission Requirement – Technical Proposal – Volume I

PRIME VENDOR GUAM**ADDENDUM TO FAR 52.212-1 (continued)****SECTION A – TECHNICAL FACTORS****FACTOR I. EXPERIENCE – Full-Line Distributor of foods and Operating Supplies for Institutional Feeding****Submission Requirement**

The offeror shall provide the place(s) of performance and the following information to describe its overall extent of experience as a prime vendor for foods service supplies (i.e. a distributor for the full-line of foods and operating supplies for institutional feeding):

1. The annual sales dollar amount for the last twelve (12) months
2. The average number of customers currently serviced as a prime vendor distributor for the full-line of foods and operating supplies for institutional feeding per week
3. The average number of delivery stops (i.e. delivery stops are individual delivery points receiving supplies under delivery orders) made per week
4. The approximate total number of line items/SKUs currently stocked for delivery

A full-line distributor of foods and operating supplies for institutional feeding carries a “full-line” of products, but not limited to, dry grocery, frozen, equipment and supplies, and perishable items such as meat, dairy and produce. The typical full-line distributor carries numerous line items/SKUs in stock and provides multiple deliveries per week to various customers.

FACTOR II. QUALITY CONTROL & QUALITY ASSURANCE PROCEDURES**Submission Requirements**

The offeror shall submit Quality Control & Quality Assurance Procedures that describe the product selection (purchase and receipt) used to ensure delivered products meet all standards for product quality and that describe warehouse management system(s) that will be used to ensure adequate inventories to avoid not-in-stock positions and that delivered products have been maintained under proper temperature control, have proper shelf-life dating and remaining shelf-life, and are the correct items and correct quantities as ordered.

Include the stages of quality control (i.e. purchasing, receipt, storage, picking, and delivery of product), the frequency, type and amount of inspection; the processes and/or characteristics to be inspected (include standards used to inspect, e.g. temperatures); criteria for selecting products and the quality assurance for delivered product lots and stored product, to include the criteria for acceptance or rejection, and removal of product from inventory; how inspections and results are documented; and the method for identifying the inspection status of approved and rejected product. Describe in sufficient

PRIME VENDOR GUAM**ADDENDUM TO FAR 52.212-1 (continued)****Section A – Technical Factors (continued)**

detail the warehouse management system(s) used to assure adequate inventories with acceptable product shelf-life remaining, and that only the correct items in the correct and total quantities are picked and shipped for delivery. Include a thorough discussion of the inventory control system to include the level of automation and how it relates to receipt, storage and out bound movement of product. Include in the discussion the reserve inventory and/or let down control procedures. Discuss the inventory rotation methods used, e.g. FIFO or “oldest-date-of-pack first-out.”

FACTOR III. FOOD DEFENSE**Submission Requirement**

The offeror shall submit its Food Defense Plan to describe what procedures are, or will be in place to prevent product tampering and contamination, and assure overall plant security and food safety, for the performance period of this contract. The plan should be formatted in accordance with, and address the issues contained in the DLA Troop Support Food Defense Checklist. An electronic copy of the DLA Troop Support Food Defense Checklist dated April 28, 2011 is available at https://www.dscp.dla.mil/subs/fs_check.pdf.

The plan should include specific security measures relating to but not limited to the following areas:

- a. Employee Identification
- b. Background checks where applicable
- c. Control of access to plant facility, gates and doors at the facility
- d. Internal Security
- e. Training and security awareness
- f. Product Integrity
- g. Transportation Security

NOTE: If more than one facility will be used to store or distribute product this must be clearly indicated in the technical proposal, and a separate Food Defense Plan for each facility must be submitted.

PRIME VENDOR GUAM**ADDENDUM TO FAR 52.212-1 (continued)****Section A – Technical Factors (continued)****FACTOR IV. SURGE & SUSTAINMENT****Facility Support:**

For each OCONUS warehouse location, the offeror must provide that it has facility support or access to additional facility resources available to meet the surge requirements identified in Surge and Sustainment under the Deliveries and Performance Section of the Statement of Work.

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

Resource Availability:

The offeror must demonstrate that it has resource availability or access to additional resources available to meet surge requirements identified in Surge and Sustainment under the Deliveries and Performance Section of the Statement of Work.

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

Supply Chain Management:

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

PRIME VENDOR GUAM**ADDENDUM TO FAR 52.212-1 (continued)****SECTION B – PAST PERFORMANCE**

The offeror shall provide the information required below for the minimum of three (3) and the maximum of five (5) contracts or customer accounts performed during the past twelve (12) months preceding solicitation closing as a full-line distributor of foods and operating supplies for institutional feeding. The referenced accounts/contracts should be those that best approximate or exceed the scope of the DLA Troop Support contract being solicited (see the Evaluation criteria for Factor I. – Experience). For the accounts/contracts of similar nature (size and/or scope) to the DLA Troop Support contract being solicited, they will be considered more relevant than other accounts/contracts provided by the offeror. Offerors who have performed on a DLA Troop Support Subsistence Prime Vendor contract(s) during the past 12 months preceding solicitation closing shall include the DLA Troop Support contract(s) among the referenced contracts/accounts. Additionally, the offeror shall provide the same information for any other federal government contract(s) with a dollar value over \$1 million, if such other federal government contract(s) are not included in the similar-scope references.

1. The following information is required for each of the submitted DLA Troop Support/commercial contracts or customer accounts, and other federal government contract(s) (in accordance with preceding paragraph):
 - a) Contracting Agency / Account Name
 - b) Contract Number / Account Identifier
 - c) Contracting Officer / point(s) of contact, and phone number(s) and email address(es)
 - d) Annual Dollar Value
 - e) Average number of delivery stops (i.e. delivery stops are individual delivery points receiving supplies under a delivery order) per week
 - f) Average number of line items/SKUs on the contract/catalog
 - g) Instances of problems and the actions taken to resolve and preclude recurrence
 - h) Any instances of exceptional performance exceeding requirements
 - i) Fill rate without substitutions

PRIME VENDOR GUAM

ADDENDUM TO FAR 52.212-1 (continued)**SECTION C – BUSINESS PROPOSAL/PRICING (PRICE COMPONENTS)**

9. Submission Requirement – Business Proposal/Pricing – Volume II

Component 1 - Aggregate Distribution Price

Component 2 – Weighted Aggregate Product Price

To address the above Price Components, the offeror is required to submit the following information. Elements (i), (ii), and (iii) below must be in writing using Attachments 1 and 2 (a working copy on a Microsoft Excel Spreadsheet formatted CD and a paper copy), and Element (iii) must be in writing using a Microsoft Word format.

Note: Please use an Anti-Virus utility to ensure that your Microsoft Excel Spreadsheet formatted CD is virus free before submitting.

(i) Category/Distribution Price:

The categories to be used on this solicitation are listed on Attachments 1. Offerors shall input their distribution prices on the attachment per the unit of measure stated for all three Tiered Pricing Periods. No substitutions, deletions, or additions to the categories or stated units of measure are authorized. If the contractor has additional items, other than spices, for which it normally breaks cases, indicate those items in your offer. The distribution price for each category must be offered as a dollar amount. Distribution prices offered as a percentage of the product price are not acceptable.

The category/distribution prices shall remain constant for the first Tiered Pricing Period of the contract; however, offerors may offer different prices for each tiered pricing period. The category distribution prices shall remain constant for the life of any tier pricing period.

The pricing scheme utilizes all item categories 1 through 16. The distribution price will be the catalog distribution price at time of award.

(ii) Item/Product Price:

The Schedule of Items, Attachment ,1 tab-1, represents 99% of the items that are currently cataloged for customers supported under this solicitation. The category for each item has been pre-designated as indicated on the attachments. No changes may be made to an item's designated category. The quantities for the items selected are indicated next to each item and are for information and evaluation purposes only.

(iii) Item/Unit Price

Award prices will represent a fixed price for all items for a minimum of 30 days. After 30 days the contractor may be permitted to change the product price of non- Manufacturer

PRIME VENDOR GUAM

ADDENDUM TO FAR 52.212-1 (continued)**Business Proposal/Pricing (continued)**

Pricing Agreements (MPAs) items as offered in the schedule of items and in accordance with the Economic Price Adjustment clause, as specified in this solicitation. Product prices for MPA items may also change as necessary in accordance with the MPA language specified in this solicitation.

Information and formulas provided on the attachments are locked and may not be altered. Offerors must insert their product prices and distribution price if product price is a national price inclusive of transportation costs to a distribution point, and their distribution prices for all three Tiered Pricing Periods on Attachment 1, tab 1.

Offerors must fill out all cells highlighted in pink on Attachments 1 and 2. Prices must not extend more than two (2) places to the right of the decimal point. Standard rounding methods should be observed. Unit prices will be automatically calculated by the spreadsheet formula.

ATTACHMENT 1, Tab 1:

For Attachment 1, tab 1, in Column L, Rows 3 through 1105, offerors will insert their distribution price for the first Tiered Pricing Period (a 24-month performance period). In Column O, Rows 3 through 1105, offerors will insert their distribution price for the second Tiered Pricing Period (an 18-month performance period). Then, in Column R, Rows 3 through 1105, offerors will insert their distribution price for the final Tiered Pricing Period (an 18-month performance period).

DO NOT deduct Food Show allowances from the product price on your price proposal.

NAPA Discounts shall be **deducted** from the product price on your price proposal.

However, the discount must be stated on the manufacturer's quote or invoice.

To insure an objective price evaluation, the pricing of all offerors are to be based on the exact items listed in the "Schedule of Items." When offerors qualify the salient characteristics of an item or items in the "Schedule of Items" and/or when the Government detects (through a relative pricing review and or a review of supporting invoices or quotes) that the pricing proposed is on an item which differs from the "Schedule of Items" then the Government reserves the right to employ remedies such as:

- a. Where an insignificant number of items differ from the "Schedule of Items" descriptions, those items will be eliminated from the evaluation of all offerors;
- b. Single serve items with small quantity differences may be evaluated without adjustment, as any additional quantity provides no additional value; and

PRIME VENDOR GUAM

ADDENDUM TO FAR 52.212-1 (continued)**Business Proposal/Pricing (continued)**

- c. Larger, generally wholesale size items, with quantity differences may be evaluated on a per pound or similar basis. If the Government determines from the offeror's invoice that the proposed case size is incorrect, the Government reserves the right to correct the Purchase Ratio Factor (PRF).
- d. If discussions are held, and after those discussions transpire, a significant number of items still differ from the "Schedule of Items" descriptions then the offeror may be eliminated from the competitive range. Whatever remedy is selected by the Government shall apply to all tier pricing periods in the acquisition.

For this acquisition, a 75% Market Basket was established, and will be used in the evaluation process. Offerors are required to submit 100% of invoices for the items included within the Schedule of Items. All invoices will be reviewed for authenticity and accuracy; however, only those items included within the 75% Market Basket will be used in the price reasonableness determination. All offered product prices must be substantiated with one (1) copy of the manufacturer or grower's quote or invoice for each item in the Schedule of Items (Attachment 2). Any quote or invoice that contains more than one item, must be copied so that one invoice is submitted for each item in the Schedule of Items. The quotes or invoices must be submitted sequentially to match the items listed in the schedule.

At the time of the initial submission of the proposal the offeror shall provide a set of product technical descriptions [specifications], for any items being offered which are not identical matches to those items listed in the schedule. The technical description must contain sufficient detail to determine the product's salient characteristics for comparison to the item solicited for in the schedule of items. Bid sheets are not considered technical descriptions. The Subsistence Prime Vendor Office / Technical Evaluation Panel will determine if the item offered meets the minimum quality standard described.

Invoices should reflect prices effective between November 15, 2012 through the closing date of the solicitation. If invoices are not available for that time period, a quote should be obtained and submitted. Quotes should be valid for the time period that you offer is valid, which is 210 days from the date specified for receipt of offers (initial or revised, which is later). Each quote / invoice must be presented in the following manner:

- i. Detailed on original manufacturer or grower company letterhead
- ii. Date price quote was supplied
- iii. Time period price quote is effective
- iv. Item description/part number/stock number

PRIME VENDOR GUAM

ADDENDUM TO FAR 52.212-1 (continued)Business Proposal/Pricing (continued)

- v. Item price per unit of measure
- vi. NAPA discount amount, if applicable (**Net of NAPA pricing is required**)
- vii. FOB terms (**FOB Origin terms are required**)
- viii. Manufacturer or grower point of contact, including name, title, address and phone number
- ix. Payment Terms (**Early payment discount no more than 2% / Early payment required within 10 days to obtain discount**)
- x. **Identify Point of Importer for all Fresh Fruits and Vegetables and Local Market Ready items.**

Notes:

The invoice or quote for each proposed item shall include the solicitation line item number and be collated in sequential numerical order. All invoices/quotes shall identify the product price by Unit of Measure. Two separate copies (preferably in folder or booklet form) of the invoices/quotes are to be included with your offer.

(iv) Tiered Pricing Periods

A. There are three (3) Tiered Pricing Periods in this solicitation. One thirty (28) month period, up to and inclusive of a 4-month ramp-up and a 24-month performance period, a following 18-month period, and a final 18-month period. One copy of the form below must be completed and submitted in the Business Proposal/Pricing.

B. If an offeror does not submit prices for the distribution portion of the price for all three (3) Tiered Pricing Periods, the offeror's proposal may be rejected.

(v) Discounts, Rebates, Allowances or Other Similar Economic Incentives or Benefits

As a part of the written Business Proposal, the contractor shall identify all discounts, rebates, allowances or other similar economic incentives or benefits received by the contractor. These discounts, rebates, allowances or other similar economic incentives or benefits shall be reported monthly as identified in the special contract requirements/management reports section of the statement of work.

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

PRIME VENDOR GUAM

FAR 52.212-2 EVALUATION—COMMERCIAL ITEMS (JAN 1999)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

SEE ADDENDUM_____

- (b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

ADDENDUM TO FAR 52.212-2

1. Paragraph (a) is hereby expanded to read as follows:

- (a) Under Low Price Technically Acceptable process, award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for all non-price factors. All factors are of equal importance. Offerors must be technically acceptable in every non-price factor for the entire proposal to be rated technically acceptable. The following Technical Proposal Factors and Business Proposal/Pricing Components shall be used to evaluate offers:

VOLUME I: TECHNICAL PROPOSAL (NON-PRICE FACTORS)

- I. Experience
- II. Quality Control (QC) & Quality Assurance (QA) Procedures
- III. Food Defense
- IV. Surge and Sustainment

PAST PERFORMANCE**VOLUME II: BUSINESS PROPOSAL / PRICING (PRICE COMPONENTS)**

- I. Aggregate Distribution Price
- II. Weighted Aggregate Product Price

2. Paragraph (b) is hereby deleted in its entirety.

PRIME VENDOR GUAM

ADDENDUM TO FAR 52.212-2 (continued)

3. Add paragraph (d) as follows:

(d) Evaluation Procedures:

(1) Summary

Subsequent to the date specified in the solicitation for receipt of proposals, all timely proposals will undergo a non-price and price evaluation as described in paragraph (d)(2) below. The Contracting Officer may make a competitive range determination based on these evaluations. Unless award is made on the basis of initial proposals, written and/or oral discussions will be conducted with all offerors in the competitive range. Final revised offers resulting from discussions will undergo further non-price and price evaluations. Finally, an award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for all non-price factors.

(2) Evaluation Process

(i) *Non-Price Evaluation Process* – Each Non-Price Proposal will be evaluated against the non-price factors (technical factors and past performance) specified in paragraph (a) above. The rating methodology for the Non-Price Proposal will be Acceptable or Unacceptable. **NOTE:** In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, “unknown” shall be considered “acceptable.”

(ii) *Price Evaluation Process* – Each proposal will be evaluated against the requirements of the solicitation. The Government will evaluate limited pricing data with the initial proposals and during discussions, in accordance with FAR 15.4, “Contract Pricing”. The Government will evaluate offeror’s pricing on the items in the Market Basket of items.

Aggregate Distribution Price is obtained by multiplying each distribution price in the Market Basket by its estimated quantity, and totaling the results for all distribution prices for each Tiered Pricing Period.

Weighted Aggregate Product Pricing is obtained by multiplying each product price in the Market Basket for each Tiered Pricing Period by its respective estimated quantity and totaling the results, and then multiplying the resulting number by 0.30, for evaluation purposes only.

Total Evaluated Price: The Aggregate Distribution Price (Component 1) is more important than Weighted Aggregate Product Prices (Component II) since distribution prices are fixed throughout the life of the contract. Therefore, it is considered more

PRIME VENDOR GUAM**ADDENDUM TO FAR 52.212-2 (continued)**

important than Product Prices that may be adjusted throughout the life of the contract, in accordance with economic price adjustment provisions. Thus, for evaluation purposes only, the aggregate product price is reduced, or weighted, as stated in discussion of Component II above. The aggregate distribution and weighted aggregate product prices will be added to obtain a total evaluated price. This evaluated price will be used to determine the lowest overall cost to the Government, and will be used for evaluation purposes only, meaning that the evaluated price of an item may not be the same as the price the item would be cataloged at after award. Even though aggregate prices will be used as the evaluation components for the Business Proposals, a 75% Market Basket was established, and will be used in the evaluation process to determine if offered prices are reasonable. The information requested on the "Schedule of Items," will be evaluated using price analysis techniques. Quotes and/or invoices will be individually evaluated in accordance with the submission requirements.

(3) Selection Process

The final non-price and price evaluation reports will be furnished to the Contracting Officer by the Non- Price and Price Proposals evaluators. Award will be made to the responsive, responsible offeror that offers a technically acceptable Non-Price Proposal at the lowest evaluated price.

EVALUATION FACTORS FOR AWARD**SECTION A -NON-PRICE PROPOSAL EVALUATION**

The overall Non-Price ratings will be on an ACCEPTABLE/UNACCEPTABLE basis.

NOTE: All non-price factors must be rated "acceptable" in order for the entire proposal to be rated as acceptable and considered for award.

NOTE: The experience and past performance information below is required at the offeror's individual house(s) level (i.e. not at a corporate level, but for the actual distribution facility or facilities that will actively participate in the performance of this contract). Offerors that are proposing a joint venture, partnership, or teaming approach, or utilizing more than a single distribution center to perform the contract requirements should fully cite each participating facility to be used, describe the functions that will be performed by each member or facility, and provide the required experience and past performance information below for each participating entity. However, the most relevant experience and past performance data, and that which will receive the most credit, is the information directly related to the offering entity.

PRIME VENDOR GUAM**ADDENDUM TO FAR 52.212-2 (continued)**

The following factors will be evaluated: Factor I (Experience), Factor II (Quality Control & Quality Assurance Procedures), Factor III (Food Defense), and Factor IV (Surge and Sustainment).

- I. EXPERIENCE – Full-Line Distributor of Foods and Operating Supplies for Institutional Feeding
- II. QUALITY CONTROL & QUALITY ASSURANCE PROCEDURES
- III. FOOD DEFENSE
- IV. SURGE AND SUSTAINMENT

FACTOR I. EXPERIENCE – Full-Line Distributor of foods and Operating Supplies for Institutional Feeding

Evaluation Criteria

The Government will evaluate the offeror's record of Experience and determine if it demonstrates a level of experience that provides reasonable assurance of successful performance on any contract awarded under this solicitation. In evaluating experience, the Government will consider the current business volume (sales, Customers, stops) and line items/SKUs inventoried. The estimated size/scope of this DLA Troop Support contract is defined as follows:

Guam Land based, Ship load-out or top off, and Navy Direct Ship Support Customers	
Total Annual Dollar Value	\$17,500,000
Average Number of Customers Ordering Per Week	32
Average Number of Delivery Points Per Week	96
Approximate Number of Line Items/SKUs	615

NOTE: The Government may also take into consideration other aspects of the offeror's contracts that bear similarities to the solicited requirements.

FACTOR II. QUALITY CONTROL & QUALITY ASSURANCE PROCEDURES

Evaluation Criteria

The Government will evaluate the offeror's Quality Control & Quality Assurance Procedures to ensure delivered products meet all standards for product quality and adequate inventories are available to avoid not-in-stock positions, and that delivered

PRIME VENDOR GUAM**ADDENDUM TO FAR 52.212-2 (continued)****Factor II Quality Controls & Quality Assurance Procedures (continued)**

products have been maintained under proper temperature control, have proper shelf-life dating and remaining shelf-life, and are the correct items and correct quantities as ordered.

FACTOR III. FOOD DEFENSE**Evaluation Criteria**

The Government will evaluate the offeror's Food Defense security plans relating to plant security and security of the product in light of the heightened threat of terrorism. The steps taken to insure that products and/or packaging have not been tampered with or contaminated throughout the entire manufacturing, storage, and distribution process will be evaluated. The DLA Troop Support Food Defense Checklist (available at https://www.dscp.dla.mil/subs/fs_check.pdf) will be used to evaluate the plan

NOTE: If an offeror submits more than one Food Defense Plan as a result of using more than one facility to store and distribute product, each plan must be rated as acceptable in order to receive an acceptable rating for this factor.

FACTOR IV. SURGE & SUSTAINMENT**Evaluation Criteria**

The Government will evaluate the offeror's ability to reach the contractual requirement of 300% of normal demand levels.

SECTION B – PAST PERFORMANCE**Evaluation Criteria**

The Government will evaluate the offeror's record of Past Performance through its written proposal, Government in-house records (if applicable), and the information provided by the points of contact or references designated by the offeror. Government in-house records will be considered more reliable than information provided by other references. Government in-house records include, but are not limited to, customer surveys, DLA Troop Support Prime Vendor Product Quality Audit scores, Quality Susytem Management Visit (QSMV) reports, Contractor Performance Assessment Reporting System (CPARS), and destination inspection reports.

NOTE: The Government may contact the offeror's listed references to confirm the provided information and survey the performance of the offeror. The Government may also obtain and use past performance information from sources other than those identified by the offeror.

PRIME VENDOR GUAM**ADDENDUM TO FAR 52.212-2 (continued)****Past Performance (continued)**

NOTE: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, “unknown” shall be considered “acceptable.”

SECTION C - BUSINESS / PRICE PROPOSAL EVALUATION

The Government will examine all of the offerors' technical data sheets to compare against the solicitation line item descriptions to determine whether proposed item meet the solicited requirements. Proposed item qualifications and substitutes will be shared and evaluated with the Government's customers to determine their acceptability. All offerors will be advised in writing of any item qualifications determined acceptable by the Government, to include when alternate items may be acceptable but not preferred to the original solicited line item(s). All offerors will then be given the opportunity to offer on the acceptable alternate item, or to retain their offer on the originally solicited item. To ensure an objective price evaluation, the pricing of all offerors are to be based on the exact item in our schedule of items. When offerors qualify the salient characteristics of an item or items in the schedule of items and/or when the Government detects (through a relative pricing review) that the pricing proposed is on an item which differs from the market basket of items description then the Government reserves the right to employ remedies such as:

- (a) If an insignificant number of items differ from the schedule of item descriptions, those items will be eliminated from the evaluation of all offerors;
- (b) Single-serve items with minute quantity differences may be evaluated without adjustment, as any additional quantity provides no additional value;
- (c) Larger, generally case size items, with pack-quantity differences may be evaluated on a per-pound or similar basis; and,
- (d) If a significant number of items differ from the schedule of item descriptions, the offeror may be eliminated from the competitive range or may be deemed ineligible for award.

PRIME VENDOR GUAM**ADDENDUM TO FAR 52.212-2 (continued)****Business/Price Proposal Evaluation (continued)****BUSINESS / PRICE PROPOSAL****COMPONENT I. Aggregate Distribution Price**

Component I, Aggregate Distribution Price, is obtained by multiplying each distribution price in the Market Basket by its estimated quantity, and totaling the results for all distribution prices for each Tiered Pricing Period.

COMPONENT II. Weighted Aggregate Product Price

Component II, Weighted Aggregate Product Pricing is obtained by multiplying each product price in the Market Basket for each Tiered Pricing Period by its respective estimated quantity and totaling the results, and then multiplying the resulting number by 0.30, for evaluation purposes only.

Total Evaluated Price:

The Aggregate Distribution Price (Component I) is more important than Weighted Aggregate Product Prices (Component II) since distribution prices are fixed throughout the life of the contract. Therefore, it is considered more important than Product Prices that may be adjusted throughout the life of the contract, in accordance with economic price adjustment provisions. Thus, for evaluation purposes only, the aggregate product price is reduced, or weighted, as stated in discussion of Component II above. The aggregate distribution and weighted aggregate product prices will be added to obtain a total evaluated price. This evaluated price will be used to determine the lowest overall cost to the Government, and will be used for evaluation purposes only, meaning that the evaluated price of an item may not be the same as the price the item would be cataloged at after award. Even though aggregate prices will be used as the evaluation components for the Business Proposals, a 75% Market Basket was established, and will be used in the evaluation process to determine if offered prices are reasonable. The information requested on the "Schedule of Items," will be evaluated using price analysis techniques. Quotes and/or invoices will be individually evaluated in accordance with the submission requirements.

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The following provisions are incorporated in full text:

FAR 52.216-1 -- Type of Contract (Apr 1984)

The Government contemplates award of a fixed-price Indefinite Delivery Indefinite Quantity Contract (IDIQ), with Economic Price Adjustment contract resulting from this solicitation.

**FAR 52.212-3 – OFFEROR REPRESENTATIONS AND CERTIFICATIONS –
COMMERCIAL ITEMS (NOV 2012)**

An offeror shall complete only paragraphs (b) of this provision if the offeror has completed the annual representations and certificates electronically via <https://www.acquisition.gov> . If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

PRIME VENDOR GUAM

FAR 52.212-3 (continued)

“Inverted domestic corporation,” as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

PRIME VENDOR GUAM

FAR 52.212-3 (continued)

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

PRIME VENDOR GUAM**FAR 52.212-3 (continued)**

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

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FAR 52.212-3 (continued)

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. *[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]*

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

PRIME VENDOR GUAM

FAR 52.212-3 (continued)

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror prepresents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it ☐ is, a women-owned business concern.

PRIME VENDOR GUAM

FAR 52.212-3 (continued)

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.*]

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

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FAR 52.212-3 (continued)

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that --

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

PRIME VENDOR GUAM

FAR 52.212-3 (continued)

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act.”

PRIME VENDOR GUAM

FAR 52.212-3 (continued)

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

PRIME VENDOR GUAM

FAR 52.212-3 (continued)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

PRIME VENDOR GUAM

FAR 52.212-3 (continued)

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

PRIME VENDOR GUAM

FAR 52.212-3 (continued)

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

- (1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and
- (3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

PRIME VENDOR GUAM**FAR 52.212-3 (continued)**

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to

PRIME VENDOR GUAM

FAR 52.212-3 (continued)

mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) ☐ Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

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FAR 52.212-3 (continued)

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer Identification Number (TIN).

☐ TIN:_____.

☐ TIN has been applied for.

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FAR 52.212-3 (continued)

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name _____

TIN _____

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

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FAR 52.212-3 (continued)

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Sanctioned activities relating to Iran. (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act.

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)

Alternate I (Apr 2011). As prescribed in 12.301(b)(2), add the following paragraph (c)(12) to the basic provision:

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(10) of this provision.)

[The offeror shall check the category in which its ownership falls]:

____ Black American.

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FAR 52.212-3 (continued)

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

ADDENDUM TO FAR 52.212-3

The following clause is incorporated by reference:**DFARS 252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country (JAN 2009)**

The following clauses are incorporated in full text:

FAR 52.209-7 – Information Regarding Responsibility Matters (FEB 2012)

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the

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ADDENDUM TO FAR 52.212-3 (continued)**FAR 52.209-7 (continued)**

Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

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ADDENDUM TO FAR 52.212-3 (continued)**FAR 52.209-7 (continued)**

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

FAR 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ___ intends, ___ does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET ADDRESS, CITY, STATE, COUNTY, ZIP CODE)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT
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DFARS 252.225-7000 Buy American Act--Balance of Payments Program Certificate (JUN 2012)

(a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “foreign end product,” “qualifying country,” “qualifying country end product,” and “United States” have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.* The Government—

- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

- (1) For all line items subject to the Buy American and Balance of Payments Program clause of this solicitation, the offeror certifies that—
 - (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
 - (ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
- (2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number

Country of Origin

PRIME VENDOR GUAM

DFARS 252.225-7000 (continued)

- (3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

Line Item Number

Country of Origin (If known)

DLAD 52.233-9000 AGENCY PROTESTS (NOV 2011)

- (a) Companies protesting this procurement may file a protest

(1) with the Contracting Officer,

(2) with the Government Accountability Office (GAO), or

(3) pursuant to Executive Order Number 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office.

- (b) Protests filed with the agency should clearly state that they are an "Agency Level Protest under Executive Order Number 12979."

(Note: Defense Logistics Agency (DLA) procedures for Agency Level Protests filed under Executive Order Number 12979 allow for a higher level decision on the initial protest than would occur with a protest to the Contracting Officer; this process is not an appellate review of a Contracting Officer's decision on a protest previously filed with the Contracting Officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

DLAD 52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (NOV 2011)

- (a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

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DLAD 52.233-9001(continued)

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the Contractor (see Federal Acquisition Regulation (FAR) clause 52.233-1), or, for the Agency, by the Contracting Officer, and approved at a level above the Contracting Officer after consultation with the ADR Specialist and with legal. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the Contracting Officer before determining ADR to be inappropriate.

(c) The offeror should check here to opt out of this clause:

[] Alternate wording may be negotiated with the Contracting Officer.

**DFARS 252.212-7000 - OFFEROR REPRESENTATIONS AND CERTIFICATIONS -
COMMERCIAL ITEMS (Jun 2005)**

(a) Definitions. As used in this clause—

(1) “Foreign person” means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) “United States” means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) “United States person” is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it—

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

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DFARS 252.212-7000 (continued)

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term “supplies” is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it—

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

- (1) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it
- (2) will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

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DOCUMENTS, EXHIBITS AND ATTACHMENTS

- Attachment 1:** **Tab 1- Schedule of Items**
 Tab 2 - Category Distribution Price List
- Attachment 2:** **Customer Listing**
- Attachment 3:** **Memorandum of Agreement for GOCO**

The format will be Microsoft Excel Spreadsheet. Offers must use the provided format for proposal submission. Any proposal which does not include two printed hard copies of the provided spreadsheets as well as two copies on a **Microsoft Excel Spreadsheet formatted CD** may result in the rejection of the entire proposal.

WEBSITES: Offerors may refer to the following websites in order to obtain updated information:

(Electronic Data Interchange):

http://www.troopsupport.dla.mil/subs/STORES_and_EDI_Requirements.pdf

(Small Business Subcontracting Plan Sample):

http://www.troopsupport.dla.mil/subs/sbp_format.pdf,

(Manufacturing Pricing Agreements):

<http://www.troopsupport.dla.mil/subs/support/mpa/index.asp>

(National Allowance Program Agreement):

<http://www.troopsupport.dla.mil/subs/support/napa/index.asp>