


1. REQUISITION NUMBER	PAGE 1 OF
5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
b. TELEPHONE NUMBER <i>(No collect calls)</i>	8. OFFER DUE DATE/ LOCAL TIME

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL: 	a. NAME		b. TELEPHONE NUMBER <i>(No collect calls)</i>	8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY	CODE	10. THIS ACQUISITION IS
		<input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE:      % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)
		NAICS: SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING  14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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15. DELIVER TO	CODE		16. ADMINISTERED BY	CODE	

17a. CONTRACTOR/ OFFEROR	CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY	CODE	
TELEPHONE NO.							

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	(Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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	27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	ARE	ARE NOT ATTACHED
	27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	ARE	ARE NOT ATTACHED

<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input type="checkbox"/> 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:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA <i>(SIGNATURE OF CONTRACTING OFFICER)</i>
--------------------------------------	---

30b. NAME AND TITLE OF SIGNER ( <i>Type or print</i> )	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER ( <i>Type or print</i> )	31c. DATE SIGNED
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# SOLICITATION: SPM300-11-R-0008

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**BLOCK 8** (continued):

**Offer Due Date/ Local Time:**

**December 16, 2010 – 3:00pm EST**

**BLOCK 9** (continued):

**OUTERMOST ENVELOPE:**

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

**DELIVER HANDCARRIED OFFER, INCLUDING DELIVERY BY COMMERCIAL CARRIER TO:**

DLA TROOP SUPPORT  
BUSINESS OPPORTUNITIES OFFICE  
BLDG. 36, SECOND FLOOR  
700 ROBBINS AVENUE  
PHILADELPHIA, PA 19111-5092

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

Offerors that respond to this solicitation using a commercial carrier service must ensure that the commercial carrier service “hand carries the package to the Business Opportunities Office prior to the scheduled closing time. TRANSMIT FACSIMILE REVISIONS OF OFFERS TO: 215-737-9300, 9301, 9302, OR 9303.

**NOTE:** Facsimile offers are not acceptable.

**BLOCK 17A.** (CONTINUED):

**OFFERORS: SPECIFY**

CAGE CODE: \_\_\_\_\_

**SOLICITATION SPM300-11-R-0008 SAN ANTONIO SOUTH**

FAX NUMBER \_\_\_\_\_  
EMAIL ADDRESS \_\_\_\_\_  
COMPANY POC: \_\_\_\_\_  
PHONE #: \_\_\_\_\_

**BLOCK 17B.** (CONTINUED)

Remittance will be made to the address that the vendor has listed in the Central Contract Register (CCR).

Offeror's assigned DUNS Number: \_\_\_\_\_

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

## CAUTION NOTICE

This solicitation is a 100% Small Business Set Aside. The NAICS is 111998 and size standard is 500. This contract will be for 4 years. It contains one (2-year) base period plus one (24-month) (2 year) option period.

This is a restricted solicitation under the Federal Acquisition Regulation FAR subpart 15.101-2, Lowest price technically acceptable source selection process.

This will be a commercial paperless ordering system type award for a period of two years. Purchase orders will be placed against it at the current catalog price. The awardee(s) will be required to have a computer system capable of accepting purchase orders and processing Electronic Data Interchange (EDI) transactions. This contract will require the contractor to have electronic commerce/electric data interchange EC/EDI capabilities. Information regarding EDI can be found in the EDI Attachment of this document. The EBS system will be available for viewing on the DIBBS Website: <http://www.dibbs.bsm.dla.mil>.

The resulting contract made against this solicitation (SPM300 11 R 0008) will be an Indefinite Quantity Contract (IQC) Fixed Price with an Economic Price Adjustment based on cost of materials. An IQC will provide for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the contractor (FAR 16.504(a)). These contract will be for 4 years.

## CHECKLIST - DID YOU REMEMBER TO:

- \_\_\_1. Fill in Block 17a of 1449?
- \_\_\_2. Indicate remittance address, block XX. if different, in offer?
- \_\_\_3. Sign in Block 30a, name in Block 30 b, and date in Block 30c?
- \_\_\_4. Sign and return any/all amendments?
- \_\_\_5. Return one (1) complete copy of the solicitation?
- \_\_\_6. Submit prices for every item listed in the Schedule of Items s.
- \_\_\_7. Submit a list of distribution centers/warehouse locations that will directly support the proposed customers. Warehouses that function as backups should be designated as such.

## STATEMENT OF WORK

### SCOPE

### INTRODUCTION

- A. The DLA Troop Support (DLA TROOP SUPPORT) intends to enter into an Indefinite Quantity Contract (IQC) contracts with commercial firms to supply a full line of USDA No.1 or better Fresh Fruit and Vegetable (FF&V) products to Department of Defense (DoD) Troop Issue customers and non-DoD customers to include USDA supported school located in the San Antonio Texas Region.
- B. This solicitation consists of one (1) zone (San Antonio Region South) and two groups. Group 1 will consist of Department of Defense (DoD) customers. Group 2 will consist of Non DoD USDA School customers. The Government intends to make one (1) award per zone, but reserves the right to award more than one (1) contract per zone. The Government reserves the right to award to any combination of offers. Offerors are required to offer on all items in the **Schedule of Items** for a Group, failure to do so may result in exclusion from award consideration.
- C. This solicitation is a total Small Business Set-Aside.
- D. Any award made against this solicitation will result in an Indefinite Quantity Contract (IQC) Fixed Price with an Economic Price Adjustment based on cost of materials. An IQC will provide for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the contractor (reference FAR 16.504(a)).
- E. The resultant contract will be made based on the lowest evaluated price of proposals meeting:
  - 1. The ability to provide a full line of USDA No. 1 or better Fresh Fruit and Vegetable (FF&V) products in accordance with the item description.
  - 2. The ability to deliver the product in accordance with the delivery schedule.
  - 3. Vendor must have the ability to meet all other terms and conditions under solicitation SPM300-11-R0008.

### EFFECTIVE PERIOD OF CONTRACT

Each resultant contract will be for four (4) years, (one [2-year] base period plus one [2-year] option periods) years commencing with the first order placed under the contract. The anticipated contract award will be March 31, 2011. The Government anticipates orders commencing no sooner than May 1, 2011.

## SOLICITATION SPM300-11-R-0008 SAN ANTONIO SOUTH

### OPTIONS

- A. There is one (2-year) option period in this solicitation. Acceptance of this option by the successful contractor is mandatory. Distribution Prices must be submitted for each option period, as well as for the base term. The Distribution Prices offered on each option year will be calculated with the delivered price proposed for each evaluated item. The Distribution Price for each option period may be offered as a dollar value, increase or decrease, from the base period. **Changes expressed as a percentage will not be accepted.**
- B. Prices will be evaluated inclusive of the options, i.e., the totals for all prices for the base period plus option periods will be added together to arrive at the total aggregate dollar value. This dollar value will be used in the evaluation of offers.
- C. Failure to propose an increase or decrease of distribution prices in the option periods will be considered, and evaluated as, no change per option period.

The base term of the resultant contract, and the term of any option under that contract, will not exceed 2 years, respectively. The total length of the contract will not exceed forty-eight (48) months, or four (4) years.

### ESTIMATED DOLLAR VALUE/GUARANTEED MINIMUM/MAXIMUM

- A. The following chart includes the 4 year estimated dollar value along with the guaranteed 10% minimum and 200% maximum. The guaranteed minimum, although based on estimates, is a firm dollar amount calculated as a percentage of the estimated dollar value; that firm dollar amount constitutes the Government's legal ordering obligation under the contract.

SAN ANTONIO SOUTH ZONE	2 – Year Base Estimate	10% Guaranteed Minimum (2- Year Base Period)	4-Year Estimate (Inclusive of Option Period)	200% ALT Maximum 4 Years
GROUP 1 DOD	\$2,333,071.58	\$233,307.16	\$4,666,143.16	\$9,332,286.32
GROUP 2 SCHOOLS	\$6,082,332.12	\$608,233.21	\$12,164,664.24	\$24,329,328.48
TOTALS	\$8,415,403.70	\$841,540.37	\$16,830,807.40	\$33,661,614.80

*The term "2 Year Estimate" refers to the Government's good faith estimate of the requirements for each period.*

*The overall maximum contract dollar value is \$33,661,614.80.*



## REQUIREMENTS

### START-UP PERIOD

The Contractor's start up period will take place prior to the first order. The Contractor shall submit a proposed implementation schedule to the Contracting Officer within fifteen (15) days after award highlighting the steps that will be taken to implement a fully functional distribution account, including all EDI transactions, for all customers covered by this solicitation. An additional 30 days will be granted for actual implementation. No more than forty-five (45) days after award will be permitted for each contractor to have fully functional distribution accounts in place for all customers.

### ORDERING CATALOGS

Offerors will be required to maintain electronic catalogs that list all items available to the customers covered under this solicitation. Each item in the catalog shall contain the corresponding national or local stock number, Government item description, packaging characteristics, unit of issue and unit price.

### CATALOG MAINTENANCE

### ECONOMIC PRICE ADJUSTMENT CLAUSE 52.216-9064

In accordance with clause 52.216-9064, Economic Price Adjustment—Actual Material Costs for Subsistence Delivered Price Business Model, vendors may change prices in their Subsistence Total Order and Receipt Electronic System (STORES) Catalogs weekly. The submissions are to be made by **Wednesday, 2:00 PM EST**, to be in effect the following Sunday. All catalog changes to STORES must be submitted to DLA TROOP SUPPORT via 832 EDI Transaction Set. All catalog changes must be received by Wednesday, **2:00 PM EST**. DLA TROOP SUPPORT will review all catalog updates to check for price and other changes; however, **the accuracy of the vendor item catalogs is the responsibility of the vendor.** If catalog updates is not submitted by Wednesday they shall only be submitted with approval from Contracting Officer.

### New Items

1. Prior to commencement of the first order, DLA TROOP SUPPORT, the customer and the vendor will collaborate to identify items not found in the Schedule of Items which are to be added to the ordering catalog. Neither the vendor nor customer is permitted to add a new item to the catalog without initiating a new item request to the Contracting Officer.

## SOLICITATION SPM300-11-R-0008 SAN ANTONIO SOUTH

2. After ordering commencement, if a customer desires to order a Fresh Fruit and Vegetable (FF&V) item that is not part of the ordering catalog, the contractor will be allowed a maximum of twenty (20) days to source the item, obtain a stock number from DLA TROOP SUPPORT (if required) and add the item to the ordering catalog via an 832 catalog transaction. These items should then become a permanent part of the contractor's inventory, dependent upon availability, after the Contracting Officer's determination of fair and reasonable pricing. The contractor shall utilize the Contracting Officer provided form when requesting all item approvals (additions and/or changes). The form is **mandatory** and is attached "Request for New Items".
3. The successful awardees shall assume the responsibility of introducing new produce items to the customers, as well as showing cost effective alternatives to their current choices.

### Catalog Pricing

1. **Best Price Guarantee:** During contract performance, the contractor shall provide unit prices that are equal or lower than its most favored commercial customers, including any applicable discounts and allowances.
2. **Schedule of Items Pricing:** Items priced in the Schedule of Items (See "Schedule of Items Attachment") will be included in the ordering catalog following award. Schedule of Items will be determined fair and reasonable prior to award. The final proposed price for each item in the Schedule of Items will be the catalog price during the first week of customer ordering.
3. **Catalog Price Changes:** Once an item is listed on the ordering catalog, the contracting officer will make on-going price reasonableness determinations. In accordance with the Economic Price Adjustment (EPA) – Actual Material Costs, contractors are permitted to submit a weekly EPA for items found on the catalog. For each item the vendor is requesting a price change, the contracting officer will conduct a separate price reasonableness determination. If proposed price changes in not determined fair and reasonable by the Contracting Officer, the item will not be added to the catalog that week.
4. **Catalog Additions:** Before an item is added to the catalog vendors are required to submit to the contracting officer a request of proposed catalog additions. The request shall include the stock number, Government item description, proposed unit price and a corresponding supplier invoice or quote, and proposed distribution price. **The request is due by 9:00 AM EST on the Monday prior to inclusion of the Wednesday catalog updates.** The contracting officer will review the catalog addition request and upon determining the price fair and reasonable will contact the contractor to indicate acceptance. The contractor shall then include the item on Wednesday's catalog update.

## SOLICITATION SPM300-11-R-0008 SAN ANTONIO SOUTH

Should the proposed price fail to be determined fair and reasonable, the contracting officer will conduct negotiations with the vendor. If after negotiations the proposed pricing still cannot be determined fair and reasonable the item will not be added to the catalog.

5. **Pricing Requirements:** The final negotiated contract fixed unit price for each item for each zone delivered to all customers located in that zone shall be in effect for a minimum of all orders issued during the first ordering week (from Sunday at 12:01 AM through the following Saturday until midnight) The prices shall remain in effect for all subsequent ordering weeks except as otherwise adjusted IAW. EPA Clause 52.216-9064 Economic Price Adjustment – Actual Material Costs (Dec 2009).

### REBATES/DISCOUNTS & PRICE RELATED PORVISIONS

#### A. Definitions.

(1) *“Added value”* means that the Contractor performs subcontract management functions that the Contracting Officer determines are a benefit to the Government (e.g., processing orders of parts or services, maintaining inventory, reducing delivery lead times, managing multiple sources for contract requirements, coordinating deliveries, performing quality assurance functions).

(2) *“Excessive pass-through charge,”* with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect costs or profit on work performed by a subcontractor (other than charges for the costs of managing subcontracts and applicable indirect costs and profit based on such costs).

(3) *“No or negligible value”* means the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added value to the contract or subcontract in accomplishing the work performed under the contract (including task or delivery orders).

(4) *“Subcontract”* means any contract, as defined in section 2.101 of the Federal Acquisition Regulation, entered into by a subcontractor to furnish supplies or services for performance of the contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

(5) *“Subcontractor”* means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for the Contractor or another subcontractor.

B. The Contractor or subcontractor shall not include excessive pass-through charges in their contract prices to the Government. If the Contracting Officer determines that excessive pass-through charges exist, the Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price. The Contracting

**SOLICITATION SPM300-11-R-0008 SAN ANTONIO SOUTH**

Officer (or authorized representative) shall have the right to examine and audit all the Contractor's records as necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.

C. The Contractor shall employ all 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 of this contract.

D. All discounts, rebates, allowances and other monies provided by the Supplier to the Contractor, or directly by the Contractor, for the benefit of the customers supported under this contract, shall be returned to DLA TROOP SUPPORT in the form of a reduced Delivered price, and designated as the Product Allowance portion of the contract unit prices. Monies provided by the Supplier to the Contractor as compensation for services rendered by the Contractor (sometimes called Earned Income) and monies provided for an Early-Pay Discount, which are not designated by the supplier to be returned to customers in the way of a delivered price reduction, may be retained by the Contractor, subject to the terms below.

E. All discounts, rebates, or allowances on particular items which are reflected in the amounts shown on the face of the Supplier invoice (referred to as "off-invoice allowances") or designated by the Supplier to be passed on to the Government or to any commercial customer, shall be passed by the Contractor to the Government in the form of an up-front price reduction. The total of these discounts, rebates, or 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 coordinated with the Contracting Officer, and any such rebates must be submitted to the Government 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.

F. The Contractor may retain Earned Income that meets the following conditions:

- (1) Earned Income that the Vendor obtains from the Supplier and retains for its own use as payment for value added services for product Suppliers, such as supply chain management, product development, regional and national marketing, freight management, procurement leverage, quality assurance, and performance-based product marketing, and is received and retained in the normal course of its commercial business. Earned income may be retained by the Contractor and is not required to be included in the Product Allowance component of the Contract Unit Price.
- (2) Earned income does not include Supplier generated discounts, rebates, or allowances that are reflected on the face of the Supplier invoice or otherwise designated by Supplier to be passed on to customers; and

G. The Contractor may retain Early Payment Discounts that meet the following conditions:

## **SOLICITATION SPM300-11-R-0008 SAN ANTONIO SOUTH**

- (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 suppliers to customers other than the Contractor at the same discount rate and under the same conditions as provided to the Contractor and not to exceed 2% / 10 days.
- (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; and
- (5) The contractor actually made the required payment within the time period required to receive the discount. 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.

### **H. Verification and Audit.**

- (1) The Government has the unilateral right to perform price verification analyses, and to post-acceptance audit, for any and all contract unit prices, to include existing catalog items, price changes to existing catalog items, and new items being added to the catalog.
- (2) The Government may require the contractor to submit invoices and other documentation from all subcontractor tiers, any supplier or commercial customer sales, or person in the delivered price supply chain, to substantiate that all discounts, rebates, allowances or other similar economic incentives or benefits, provided by the Supplier or the Contractor, are passed on to the Government as required. The Vendor shall keep all delivered price invoices for a period of at least three (3) years after issuance of the applicable delivery order, or as otherwise required by the terms of the contract.
- (3) If the contracting officer determines that a discount, rebate, allowance or other similar economic incentive or benefit was not passed on to the Government, or if price verifications reveal any instances of overpricing, the Government shall be entitled to a prospective delivered price reduction and a retroactive refund for the amount of the overcharges. The contractor shall promptly refund any overcharges discovered during this process. Overcharges will probably also result in more frequent price verification analyses. No credit will be given the Contractor for any undercharges. The Government reserves all rights and remedies provided by law or under the contract in addition to recovering any overcharges.
- (4) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records relevant to the existence of discounts, rebates, allowances or other similar economic incentives or benefits, and most favored customer delivered prices. Failure to exercise this right shall not constitute a defense or alter the Government's entitlement to any other remedies by contract or by law.

- (5) The parties specifically acknowledge that the finding of overcharges may result in more frequent and extensive price verifications, or a determination by DLA TROOP SUPPORT to discontinue the placing of further delivery orders and performance under the contract.

## DEFENSE APPROPRIATIONS ACT

A Class Domestic Non-Availability Determination (DNAD) for Federal Supply Class 8915, Fresh Fruits and Vegetables, dated 16 May 2008 has been approved under the DLA TROOP SUPPORT/DLA Produce Long-Term Contracts. This DNAD establishes a limited Berry Amendment waiver to the requirements of DFARS 252.225-7012, Preference for Certain Domestic Commodities (JUN 2004), which is applicable to this solicitation. As a result of the DNAD, non-domestic FF&V may be supplied under this contract when domestic FF&V of satisfactory quality and sufficient quantity cannot be procured as and when needed at U.S. market prices. This determination will remain in effect until these circumstances have changed and the DNAD is formally rescinded.

Notwithstanding this DNAD, the USDA requires that produce supplied via Federal Entitlement for Reservation or School lunch funding must be domestic. If State funding is utilized, this policy may vary for individual states. Contact the Contracting Officer for guidance on specific state board funding policy.

## CUSTOMERS

- A. Individual Customer Estimates.  
Annual customer estimates are listed in the "Schedule of Items" attachment.
- B. Additional Customers: The Government reserves the right to add DoD and non-DoD customers in the solicited area to each resulting contract based on a mutually agreed upon implementation plan at no additional cost to the Government.

## CUSTOMER SERVICE

- A. Vendors shall treat every customer covered under its contract as of its best customers. Therefore, any treatment and/or customer service policy given to other accounts shall also be given to the customers under these contracts.
- B. Military, USDA School Lunch Program, and DoD customers have periodic food menu board, school district and other types of meetings in which the vendor may be required to attend. At these meetings the customers not only review their internal business practices, but the offeror can utilize this forum to show new products, demonstrate produce preparation, provide nutritional information, and address, or

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any other method of communicating with the representative, shall be furnished to the customers after award.

- C. Vendors shall provide at least one (1) full time Customer Service representative to maintain continuous contact with all of the ordering activities. The name of the representative and the phone number, mobile phone number beeper number, email address, or any other method of communicating with the representative, shall be furnished to the customer after award.
- D. The vendor shall assume the responsibility of introducing new food items to the customers, as well as to show cost effective alternatives to their choices.
- E. Since many of our customers only have access to the Government phone network, it is strongly preferred that a toll free number be provided.

### VALUE ADDED SERVICES

**Market Forecast:** The vendor is required to provide the customer and the contracting officer with a weekly produce market forecast bulletin on Friday which outlines for the following week information regarding supply availability, product quality, associated growing areas, price trends, weather conditions, and handling tips.

### ORDERING SYSTEM

#### A. Subsistence Total Order & Receipt Electronic System (STORES)

1. Accessed via the Internet, 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. Additional EDI information has been provided as an attachment. USDA customers will order via a FFAVORS Web, which is a web-based ordering tool.
2. Customers will be able to order all of their requirements through STORES. The System will transmit orders to the vendor and DLA TROOP SUPPORT.
3. The awardee shall be required to interface with STORES and must be able to support the following EDI transactions:

- 810 Electronic Invoice
- 820 Payment Voucher Information
- 832 Catalog (Outbound - Vendor to DLA TROOP SUPPORT)
- 850 Purchase Order
- 861 Receipt

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### 997 Functional Acknowledgement

A complete description of these transaction sets is included in the “EDI Implementation Guidelines” can be found at: <http://www.DLA Troop Support.dla.mil/subs/produce/pv/index.htm>.

4. The vendor shall have access to the Internet and be able to send and receive electronic mail (email).
5. Unit prices must be formatted not more than two (2) places to the right of the decimal point in all ordering catalogs.
6. Vendors are required to utilize the Government’s item descriptions on all electronic ordering catalogs (832 transmissions) as well as on its invoices, delivery ticket to customer and 810 invoice transaction set.
7. The offeror may be required to transmit 810,832, and 997 transactions, prior to award and during proposed evaluations; in order to demonstrate its EDI capability.
8. The vendor 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.
9. In the event the STORES system or the vendors interface is not operational, the vendor must provide alternate ways for the customer to order (e.g., by fax by phone, pick up orders, etc.)

### **Public Key Infrastructure (PKI)/ External Certificate Authorities (ECA) Certificates**

The Department of Defense (DoD) Public Key Infrastructure (PKI) Certificate will be required for all DoD users. A DoD PKI certificate will be required for all contractors. The requirement for PKI certificates is implemented in accordance with DoD security policy promoting secure electronic transactions.

#### Obtaining a PKI certificate

Contractors who do not work on-site at a Department of Defense facility may purchase a DoD PKI certificate from one of three External Certificate Authorities (ECAs). The ECAs are vendors who provide digital certificates to DoD’s industry partners who are using their own equipment or working in non – Governmental facilities. Certificate prices range from \$99 - \$115 per certificate per year, with volume discounts at some ECAs. A list of ECAs is available at [https://www.daas.dla.mil/daashome/pki\\_contacts.asp](https://www.daas.dla.mil/daashome/pki_contacts.asp)

Each contractor employee accessing CPARS will need an Encryption Certificate.



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

## **ORDER PLACEMENT**

- A. Troop Customers shall place their orders to accommodate at a minimum a “skip day” delivery. An order placed on 1 September would have a required delivery date of 3 September. Orders may be placed with longer lead time; however, the minimum lead-time is “skip-day”. Minimum order requirement for any resultant contract is \$150.00. The \$150.00 minimum does not apply to any emergency orders.
- B. School customers shall place their orders to accommodate a 3 day order/ship time. For example The vendor downloads the order on Tuesday, and prepares shipment for Friday, in effect, 3 day order/ship time.
- C. The instructions for EDI GUIDLEINES are an attachment and can be located on <https://www.dibbs.bsm.dla.mil>.
- D. All invoice pricing will be based upon the unit price at time of order. For example, for any item ordered on a Friday to be delivered the following week, pricing will be based upon the Friday price, regardless of whether the unit price for that item changed as part of the weekly catalog update.

## **ITEM AVAILABILITY**

- A. Vendors must have access to items in sufficient quantities to fill all ordering activity requirements. All supplies shall be furnished on a “fill or kill” basis. Partial shipments are acceptable if the customer is notified in advance and agrees to the partial shipments; however, the unfilled quantity is to be reported as not-in-stock (NIS). Offerors are required to have procedures for handling NIS situations. The contractor is required to stipulate timeframes in which the NIS item will be identified to the customer prior to delivery, in order that a substitute item may be requisitioned via a new order. Only substitutes of comparable description, quality, and price may be offered to the customer.
- B. Vendors shall notify the customer within 24 hours of order placement of the non-availability of any item. Vendors shall offer the customer a substitute of equal or higher quality and at an equal or lower cost, or advise them of the not-in-stock position of the item. Substituted product shall not be delivered without prior consent by the customer. Substituted items must be noted as such on the invoice.

## **PACKAGING, PACKING, LABELING AND MARKINGS**

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- A. All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug and Cosmetic Act and regulations promulgated there under. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.
- B. To ensure that the carrier and the receiving activity properly handle and store items, standard commercial precautionary markings such as "KEEP REFRIGERATED" shall be used on all cases when appropriate.

### **DELIVERY INSTRUCTIONS**

- A. Vendors shall ensure all products are delivered in sanitary trucks that are of a commercially acceptable standard. All trucks shall maintain proper temperatures, as determined through standard commercial practices. 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 delivery point. A listing of all the delivery points per zone can be found in the "Customer List" attachment.
- B. Troop installation & USDA delivery schedules (days and times) routes and stop-off sequence will be coordinated and verified with the customers on a post award basis by the awardee(s). In general, each Troop customer receives three (3) deliveries per week and each USDA customer receives one (1) delivery per week.
- C. 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 and loaded into the delivery vehicle in reverse drop sequence. The intent is to provide expeditious off-loading and delivery to the customer.
- D. The offeror shall also ensure that the personnel loading and delivering the product provide prompt and efficient service to the customer.

### **INSPECTION AND ACCEPTANCE**

- A. Inspection and Acceptance of products will be performed at destination. 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. Delivery vehicles may be required to stop at a central location for inspection before proceeding to the assigned delivery point(s). In addition, the delivery vehicles will be inspected for cleanliness and condition. Supplies transported in vehicles that are not sanitary, or which are not equipped to maintain prescribed temperatures, may be rejected without further inspection.

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- B. The authorized receiving official at each delivery point is responsible for inspecting and accepting products as they are delivered. The delivery ticket shall not be signed prior to the inspection of each product. All overages/shortages/returns are to be noted on the delivery ticket by the receiving official and truck driver. The authorized receiving official's signature and printed name on the delivery ticket is required for acceptance of the product.
- C. The contractor shall forward three (3) copies of the delivery ticket with the shipment. The receiving official will use the delivery ticket as the receipt document. Two (2) copies of the signed and annotated delivery ticket will serve as the acceptance document. No electronic invoice may be submitted for payment until acceptance is verified. 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/Troop Issue" activity on the installation.

### AUTHORIZED RETURNS

The contractor/vendor shall accept returns under the following conditions:

- 1. Products shipped in error
- 2. Products damaged in shipment
- 3. Products with concealed or latent damage
- 4. Products that are recalled
- 5. Products that do not meet shelf life requirements
- 6. Products that do not meet the minimum quality requirements as defined for the items listed in the schedule
- 7. Products delivered in unsanitary delivery vehicles
- 8. Products delivered that fail to meet the minimum/maximum specified temperature
- 9. Quantity excess as a result of order input error and/or purchase ratio factor error
- 10. Products that are not from a sanitarily approved source.
- 11. Products that do not comply with DFARS 252.225-7012 Preference for Certain Domestic Commodities (Berry Amendment), if no waiver to this clause has been granted.
- 12. Any other condition not specified above that is deemed by the customer to be valid reasons for return.

### REJECTION/RETURN PROCEDURES

- A. **In the event an item is returned, 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 invoice total must be adjusted to reflect the correct dollar value of the shipment.** Replacements will be authorized based on the customer's needs. On an as-needed basis, same day re-delivery of items that were previously rejected shall be made, so that the customer's food service requirements do not go unfulfilled for that day. The re-delivered items will be delivered under a separate

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invoice utilizing the same call number, CLIN number, and purchase order number for the discrepant line. These re-deliveries will not constitute an emergency order requirement.

- B. In the event a product is rejected after initial delivery is made, the vendor will pick up the rejected product. Credit due to the ordering activity as a result of the rejected product being returned, will be handled through a receipts adjustment process in STORES/FFAVORS. If the vendor has already been paid for the product, a claim will be issued through DLA TROOP SUPPORT's financial system. In all cases, one (1) copy of the credit memo is to be given to the customer and (1) copy of the credit memo is to be sent to the DLA TROOP SUPPORT Contracting Officer
- C. If a customer requires an on-to-one replacement, no additional paper work is necessary; the vendor delivery ticket/invoice will show that product is a replacement for a rejected item. The invoice shall reference the call number, CLIN number, and Purchase Order Number of the originally ordered product.
- D. It is a requirement of this solicitation that product shall be inspected upon receipt as promptly as practicable. However, failure to promptly inspect or accept supplies shall not relieve the contractor from responsibility, nor impose liability on any of the customers, for nonconforming supplies. See clause 52.212-4, paragraph (o) and addendum to clause 52.212-4, paragraph 1.

## 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 invoice/delivery ticket, keep one (1) copy and return the **Original** copy to the vendor. **Any changes must be made on the face of the delivery ticket/invoice; attachments are not acceptable.**
- B. **No paper invoices shall be submitted to DFAS for payment.** For all orders placed via STORES and sent via EDI transaction set 850, invoicing for payment is to be filed electronically using EDI transaction set 810 (see <http://www.DLA Troop Support.dla.mil/subs/produce/pv/index.htm> for EDI guidelines).
- C. For all orders downloaded via DLA TROOP SUPPORT's USDA customer ordering website, invoicing for payment shall be done via Produce EDI Web Invoicing Tool located at <http://www.DLA Troop Support.dla.mil/subs/prodedi.htm>. All vendors who will be supplying to USDA customers are required to register via the website within two (2) weeks of notice of award.
- D. All invoices submitted by the vendor must be "clean", i.e. all debits and/or credits must be reflected on the invoice prior to its submission. All vendors are required to

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ensure the accuracy of their invoices; the reconciliation tool provides you that medium.

- E. **Invoice transactions may be submitted to DLA TROOP SUPPORT daily. All internal debit/credit transactions must be completed prior to the submission of the invoice.** Invoice lines that do not contain the correct invoice data and/or contain incorrect quantities delivered or prices charged will be rejected. The vendor will be responsible for correction and re-submission.
- F. The same invoice cannot be submitted with different dollar amounts.
- G. Vendors utilizing EDI for the first time will be required to submit test 810 transactions sets 14 days prior to first order. Invoices may not be submitted as "LIVE DATA" until a test transaction set has been cleared.
- H. Any manually keyed, or emergency order, must contain the word "Emergency" in the Purchase Order field when the invoice is submitted for payment. In addition, the CALL number and CLIN numbers will be entered as "9999" on the invoice. Failure to follow this procedure may result in the rejection of your invoice.
- I. **For catch weight items, standard rounding methods must be observed i.e. <5, rounded down; > or =5, rounded up. All weights must be rounded to whole pounds using standard rounding methods.** Any line submitted for other than whole numbers will be rejected and require correction and re-submission by the vendor. Note: Currently, no catch weight items apply to this solicitation. This does not preclude the possibility that catch weight items may be added in the future for certain items.
- J. Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point. STORES will not accommodate positions of three (3) and above beyond the decimal point.
- K. Although invoices must be submitted electronically via an 810 Electronic Invoice, 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-BVDP  
P. O. Box 369031  
Columbus, OH 43236-9031

Each invoice shall contain sufficient data for billing purposes. This includes, but is not limited to:

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Contract Number  
Call or Delivery Order Number  
Purchase Order Number;  
DoDAAC  
Contract line listed in numeric sequence (also referred to as CLIN order);  
Item nomenclature;  
LSN or NSN;  
Quantity purchased per item in DLA TROOP SUPPORT's unit of issue;  
Total dollar value on each invoice (reflecting changes to the shipment, if applicable).

### **Vendor Reconciliation Tool**

In an effort to improve the payment process, vendors have the ability to view what the customer has or has not receipted, via the Business System Modernization (BSM) website. The vendor will have access to "un-reconciled" information, i.e., the invoice does not match the receipt because of the quantity price discrepancy, or because the customer has not posted a receipt. Both invoice information and receipt information will be available for review on the BSM website by the vendor. While the vendor will not have the capability to update customer receipt information, update capability will be available for un-reconciled invoice information for approximately thirty days (30) days. It is the vendor's responsibility to ensure accurate invoices. This tool has been developed as an additional means for your internal accounting process.

### **PRICE AUDITS**

- A. Price Verification Audits. Contractors are advised that the Government intends to conduct price verification analysis in the following manner:
- (i) Monthly, an internal Price Verification Team in conjunction with the Contracting Officer may require the contractor to provide copies of specific invoices from suppliers covering up to 100 items that were previously ordered.
  - (ii) The Price Verification Team will request the above documentation in writing and the contractor will have thirty (30) days after the request to furnish the documentation.
  - (iii) A report of overcharges and undercharges (if applicable) will be forwarded to the contractor, and the contractor will pay the Government for the net amount owed for overcharges. The Government reserves all rights and remedies provided by law or under the contract in addition to recovering any overcharges.

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- (iv) The Government may elect to expand the scope of the price verification analysis if overcharges are discovered. The Government may also elect to reduce the scope of the price verification analysis if no overcharges are discovered.
- B. The Government reserves the right to conduct additional price audits to verify price accuracy and recoup overcharges. In such instances, contractors will be required to submit invoices and any other supporting price documentation.
- C. 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.

### FILL RATE

- A. Order fill rates shall be calculated on an on-time, per order basis and tracked for monthly submission to the Contracting Officer/Account Manager. The fill rate shall be calculated as follows and shall not include substitutions, mis-picks, damaged cases or rejected product (**No other method of calculating fill rate will be accepted**):

$$\frac{\text{Cases accepted} \times 100}{\text{Cases ordered}} = \text{fill rate \%}$$

- B. Definitions:
  - 1. *Cases accepted* - product that the customer has received and receipted not including damaged cases, mis-picks, and product substitutions.
  - 2. *Cases ordered* - product requested by a customer
- C. Vendors are required to maintain at a minimum a **98.0%** fill-rate without substitutions.
- D. The contractor will submit a monthly report, by customer, to the DLA TROOP SUPPORT Contracting Officer with the following information:
  - 1. Fill Rate with and without Substitution
  - 2. List of all items that were Not in Stock, Returned, Damaged, Mis-picks and Substitutions.

### HOLIDAYS

- A. All orders are to be delivered on the specified delivery date, except for Federal holidays, as outlined below. When a scheduled delivery day falls on one of these

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days, or one designated by your firm, delivery should occur on the next business day, unless otherwise agreed to by the customer.

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Note: Saturday holidays are celebrated on the preceding Friday; Sunday holidays are celebrated on the following Monday.

### **EMERGENCY ORDERS**

Unless specified by the customer, all emergency order(s) for supplies must be same day service. Expeditious fulfillment of the emergency requirement is imperative. The vendor is responsible for providing the ordering facilities with the name of the contractor representative responsible for notification of receipt and handling of such emergency service and his/her phone number and/or cell phone number. The contractor will provide a minimum of one emergency order per month per customer at no additional cost to the Government.

### **SEASONAL ACQUISITION PLAN**

When seasonally available, of USDA #1 or better quality and competitive price, the Government's preference is for locally grown produce. Offerors are required to maintain a written plan demonstrating its ability and commitment to procure locally grown produce.

### **CONTRACTOR QUALITY PROGRAM**

- A. The contractor shall develop and maintain a quality program for product acquisition, warehousing and distribution to assure the following:
1. Standardized product quality;
  2. The usage of First-In, First-Out (FIFO) principles;
  2. Product shelf life is monitored;
  3. Items are free of damage;
  4. Correct items and quantities are selected and delivered;
  5. Ensure requirements of the DNAD (Berry Amendment) are met;
  6. Customer satisfaction is monitored;
  7. Product discrepancies and complaints are resolved and corrective action is initiated;
  8. Supplier, FDA, or DoD initiated food recalls are promptly reported to customers and DLA TROOP SUPPORT;



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9. Compliance with EPA and OSHA requirements;
  10. Salvaged items or products shall not be used;
  11. Applicable food products delivered originate from a source listed as a Sanitarily Approved Food Establishment for Armed Forces Procurement.
- B. The vendor is responsible to contract for independent third party warehouse audits for each proposed place of performance as part of any resultant contract. At a minimum, the third party audits are to take place annually. The vendor must achieve a passing score without major deficiencies in order to continue performance under any resultant contract. The vendor is to submit a copy of each third party warehouse audit to the contracting officer within 30 calendar days of completion of audit. Failure to submit timely and complete audit reports may result in termination of the contract. **(Third party warehouse audits exclude Government agency audits).**
- C. The vendor shall have in place refrigeration and humidity controls in their warehouse to ensure product is stored at commercially acceptable temperature and humidity settings.

### WAREHOUSING AND SANITATION PROGRAM/STORED PRODUCT PEST MANAGEMENT

The contractor shall develop and maintain a sanitation program and a stored product pest management program for 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.

### PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS

Applicable food products, including pre-cut and packaged vegetables and salads, mushrooms and sprouts, delivered to customers listed in this solicitation, as well as any customer added at a later date, 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 Agriculture (USDA). For detailed information see Clause 52.246-9044 "Sanitary Conditions" in this solicitation. A copy of the list of applicable items is attached. It may also be found at <http://vets.amedd.army.mil/vetcom/directory.htm>

## **CONTRACTOR QUALITY AUDITS**

The Government reserves the right to conduct formalized audits to verify the vendor's adherence to the contract requirements and the quality of product being supplied under any resultant contract. Contractors shall be responsible for providing a location of the quality audit and the cost of product, up to \$1000.00 per audit at no additional cost to the Government. The Government anticipates conducting audits on an annual basis, but reserves the right to conduct more than one audit annually should conditions warrant.

## **RECALL PROCEDURES REQUIREMENTS**

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

- (1) Immediately notify the following personnel:
  - a. Customers that have received the recall product
  - b. DLA TROOP SUPPORT Contracting Officer
  - c. DLA TROOP SUPPORT Account Manager
  - d. DLA TROOP SUPPORT Customer Safety Officer at 215 737 2922
- (2) Provide the following information to the DLA TROOP SUPPORT Consumer Safety Officer:
  - (a) Reason for recall
  - (b) Level of recall, i.e., Type I, II or III
  - (c) Description of product
  - (d) Amount of product
  - (e) List of customers that have received product
  - (f) Name and phone number of responsible person (Recall Coordinator)
- (3) The vendor should provide a Final Status Report of Recall, when completed, to the DLA TROOP SUPPORT Consumer Safety Officer.
- (4) At the discretion of the affected customers, the vendor shall either replace at no additional cost or adjust the invoice quantity for any recalled product. Delivery of replacement product shall occur at the discretion of the customer.

## **PERISHABLE AGRICULTURAL COMMODITIES ACT (PACA) LICENSE**

All offerors must possess and maintain a valid PACA license throughout the life of contract. Failure to do so will make offeror ineligible for award and may result in termination of contract or non-renewal of an option.

## NON-COMPETE PROVISION

The offeror warrants that it will not actively promote, encourage, or market 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. This prohibition applies both on a pre-award and post-award basis. The Contracting Officer reserves the right not to exercise the option and to re-solicit the requirement should the vendor violate this provision.

## FOOD SAFETY or FOOD DEFENSE

The DLA Troop Support (DLA TROOP SUPPORT) Subsistence Directorate provides world-wide subsistence logistics support during peace time as well as during regional conflicts, contingency operations, national emergencies, and natural disasters. At any time, the United States Government, its personnel, resources and interests may be the target of enemy aggression to include espionage, sabotage, or terrorism. This increased risk requires DLA TROOP SUPPORT to take steps to ensure measures are taken to prevent the deliberate tampering and contamination of subsistence items. The offeror must ensure that products and/or packaging have not been tampered with or contaminated throughout the growing, storage, and delivery process. The offeror must immediately inform DLA TROOP SUPPORT Subsistence of any attempt or suspected attempt by any party or parties, known or unknown, to tamper with or contaminate subsistence supplies.

As the holder of a contract with the Department of Defense, the awardees should be aware of the vital role they play in supporting our customers. It is incumbent upon the awardees to take all necessary actions to secure product delivered to all military customers, as well as any applicable commercial destinations.

The offeror shall submit its Food Security 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.

## SURGE/MOBILIZATION

### A. Readiness Plans - Surge/Mobilization

1. Surge: The capability to handle a large increase in case volume for short periods of time with very little lead-time may be required at various times throughout the term of the contract. Services may experience unscheduled arrival of troops, with only a few hours notice, as part of normal operations, where the order requirements could more than double from their normal usage on a given days notice. The timing of these types of surges will be impossible to anticipate. Pricing for items furnished in

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this fashion shall be the same as those for routine, non-surge orders.

2. **Mobilization:** The capability to handle full-scale military mobilization or national emergency wherein consumption could easily triple the case requirements at any site for a protracted period must also be provided for. The offeror must develop a readiness plan outlining how it would meet this increased workload by, for example using additional suppliers, subcontractors, etc. As with surge support, pricing for items furnished in this fashion shall be the same as those for routine, non-mobilization orders.
3. The Government reserves the right to test the vendor's Readiness Plan. Any test will be a paper exercise not subject to compensation. Vendor participation is mandatory; failure to participate may result in termination of contract for cause.
4. When units deploy for training exercises outside their zone, their current vendor will be given the opportunity to supply the unit's requirements. If the current vendor cannot perform this function at no additional cost, or the Vendor does not wish to accept the mission, the requirements will be turned over to the vendor supporting the zone in which training will occur.

### MANAGEMENT REPORTS

- A. The contractor shall electronically transmit the following reports to the DLA TROOP SUPPORT Contracting Officer and Account Manager on a monthly basis. All reports shall be cumulative for a one (1) month period and submitted no later than the seventh day of the following month (e.g., reporting period of January 1 through January 31, the reports must be received by February 7).
  1. **Product Line Grower/Supplier Listing** - this report shall list all items purchased along with quantity and dollar value. It shall be sorted by Grower/Supplier and annotate whether the grower/supplier is a large business or small business and whether the grower/supplier is local or non-local.
  2. **Fill Rate Report** - the fill-rate is calculated by dividing the number of cases and bins accepted by the customer by the number of cases and bins ordered. No other method of calculating fill rates should be included. Mis-picks and damaged cases should not be included in this calculation. This report should reflect the fill-rates with and without substitutions. The report should specify fill rates per customer and an overall average fill-rate for all customers under the contract for the month being reported.
  3. **Rebate Reports** - All rebates that have been passed along to the customer via off-price reductions, or that are due to the customers, shall be summarized by listing each customer and the rebate amount. Also include the grower/supplier offering

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the rebate and the product usage. The total should be per customer and per contract.

4. DNAD-On a monthly basis, the contractor shall create and electronically transmit an excel spreadsheet to the contracting office with the stock number, item description, case count, pounds, and dollar value of non-domestic orders filled during the month. All subsequent reports shall be cumulative for one (1) month period and submitted no later than the seventh day of the following month (e.g. reporting period of June 1 through June 30, the report must be received by July 7). The contractor shall code the EDI 832 "Comment" segment with ND for each non-domestic item so that DLA TROOP SUPPORT can evaluate the 832 as a systems solution. If DLA TROOP SUPPORT is able to develop a systematic reporting tool using the EDI 832, the monthly non-domestic reporting requirement will be removed by future modification.
5. Financial Status Reports- In order to ensure timely payments, an accounts receivable and/or a "days of outstanding sales" shall be submitted on a monthly basis, at a minimum. Many vendors elect to submit this report, in the form of a spreadsheet, on a weekly basis. The report should contain information on: customer, invoice number, call number, and invoice amount, amount paid, credit adjustments and balance due. It is suggested that this report contain as much information as possible to alleviate problems immediately.
6. 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.
7. Descending Dollar Value Report – Sorted by line item; each line is to contain, at a minimum: DLA TROOP SUPPORT stock number, Item Description, pack or size, brand description, quantity, and total dollar value of units shipped. Dollar amounts will be totaled. This report shall be submitted by individual customer accounts AND also by the total customer base in each zone.

## CENTRAL CONTRACTS

In an effort to leverage its buying power on a national level, the DLA Troop Support reserves the right to solicit and award separate Indefinite Delivery Contracts whereby DLA TROOP SUPPORT contracts directly with growers and/or suppliers for specific Fresh Fruit and Vegetable items. The contractor shall use any existing or new Central Contract grower/suppliers as mandatory sources of supply. The price charged by the contractor will not exceed the DLA TROOP SUPPORT negotiated Central Contract price plus the contractor's distribution price, which will not change if a Central Contractor is used as a source of supply. During contract performance, DLA TROOP SUPPORT will notify the contractor via contract modification of the implementation of any Central Contract. The

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contractor shall have 30 days in which to implement the terms and conditions of any awarded Central Contract.

### CONTRACT ADMINISTRATION INFORMATION

#### CONTRACTING AUTHORITY

The DLA TROOP SUPPORT Contracting Officer is the only person authorized to approve changes, or modify any requirement of the contract. Notwithstanding any provisions contained elsewhere in the contract, said authority remains solely with the DLA TROOP SUPPORT Contracting Officer.

In the event the vendor 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.

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.

#### PAYMENTS

DFAS Columbus Center is the payment office for this acquisition.

Payment of delivery orders will be made in accordance with the terms and conditions of Paragraph (i) of Clause 52.212-4 "Contract Terms and Conditions - Commercial Items", appearing in the section of this solicitation entitled "Contract Clauses".

Payment will be made in ten (10) days after the receipt of a proper invoice, however, is still subject to the terms and conditions of the Prompt Payment Act (31 U.S.C. 3903). **All 810 electronic invoices must be submitted with accurate, sufficient, clean data before any payment can be made.**

All offerors must have the ability to accept an 820 transaction set from its financial institution. DFAS Columbus will no longer forward a detailed summary of payment(s); this information will only be available from your bank.

The Government intends to make payments under the resultant contract by electronic funds transfer (EFT) based on the information contained in the Central Contractor Registration (CCR). Reference Clause 52.232-33, "Mandatory Information for Electronic Funds Transfer Payment" appearing in the section of this solicitation entitled "Contract Clauses". However, the election as to whether to make payment by check or electronic funds transfer is at the option of the Government.

**ADMINISTRATION**

- A. The DLA TROOP SUPPORT Supplier Operations - Produce Division will perform administration of the contract.
- B. A designated representative at the ordering activity will perform administration of the individual delivery order. This includes approving product substitutions and delivery changes.
- C. The DLA TROOP SUPPORT Contracting Officer must approve any changes to the resultant contract.

## **ADDENDUM TO 52-212-4 CONTRACT TERMS AND CONDITIONS---COMMERCIAL ITEMS (JUNE 2010)**

The clauses listed below are incorporated 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 the solicitation clauses and provisions may be accessed electronically at the following website.

FARS & DFARS clause and provisions are shown at the website below:

[http:// www.DLA Troop Support.dla.mil/contract/policy.htm](http://www.DLA Troop Support.dla.mil/contract/policy.htm)

**Note:** 52.212-4, **Contract Terms and Conditions—Commercial Items** is incorporated in this solicitation by reference. Its full text may be accessed electronically at <http://www.dla.mil/j-3/j-336/icps.htm>.

### **52.212-4 -- Contract Terms and Conditions -- Commercial Items.**

As prescribed in [12.301\(b\)\(3\)](#), insert the following clause:

#### **Contract Terms and Conditions -- Commercial Items (Jun 2010)**

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

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

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

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

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



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

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

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

(g) *Invoice*.

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

(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.

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

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

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

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

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

(i) *Payment.*

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

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

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

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

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

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

(D) Contractor point of contact.

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

(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.

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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(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.

(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.

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(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;

(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

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Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

*Alternate I (Oct 2008)* When a time-and-materials or labor-hour contract is contemplated, substitute the following paragraphs (a), (e), (i) and (l) for those in the basic clause.

*(a) Inspection/Acceptance.*

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for

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replacement or correction, and, when required, shall disclose the corrective action taken. *[Insert portion of labor rate attributable to profit.]*

(5)

(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to--

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(e) Definitions.



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(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [*Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.*]; and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(i) Payments.

(1) *Services accepted.* Payments shall be made for services accepted by the Government that have been delivered to the delivery destination(s) set forth in

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this contract. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

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(A) If the Contractor furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such materials shall be the contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs.* Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other direct Costs.* The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: [Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."]

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(2) Indirect Costs (Material handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: [Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None'.")]

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

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(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall—

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

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

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

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

(D) Contractor point of contact.

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

(6)

(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, and then at the rate applicable for each six month period as established 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 in a timely manner;

(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 FAR 32.60702).

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

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

(A) The date fixed under this contract.

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(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.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of

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the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *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.

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

(10) *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 that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(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 an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that 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 that reasonably could have been avoided.

[\(DoD components, see SPS Deviation below\)](#)

### **52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items. (Oct 2010)**

As prescribed in [12.301\(b\)\(4\)](#), insert the following clause:

#### **Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Oct 2010)**

(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:



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(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.]*

\_\_\_\_ (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).

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

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

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

\_\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009) (Pub. L. 111-5).

\_\_\_\_ (6) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

\_\_\_\_ (7) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

\_\_\_\_ (8) [Reserved]

\_\_\_\_ (9) (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

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

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

\_\_\_\_ (10) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

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

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

\_\_\_ (11) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (12) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2010) (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.

\_\_\_ (13) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (14) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (15) (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.

\_\_\_ (16) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (17) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

\_\_\_ (19) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

\_\_\_ (20) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

\_\_\_ (21) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

\_\_\_ (22) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

\_\_\_ (23) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

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\_\_\_ (24) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

\_\_\_ (25) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

\_\_\_ (26) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

\_\_\_ (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_ (28) (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.)

\_\_\_ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_ (30) (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.

\_\_\_ (31) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (Sep 2010) (E.O. 13513).

\_\_\_ (32) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

\_\_\_ (33) (i) 52.225-3, Buy American Act --Free Trade Agreements -- Israeli Trade Act (Jun 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-301, 109-53, 109-169, 109-283, and 110-138).

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

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

\_\_\_ (34) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

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\_\_\_ (35) 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).

\_\_\_ (36) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (37) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (38) 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)).

\_\_\_ (39) 52.232.30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (40) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

\_\_\_ (41) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_ (42) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

\_\_\_ (43) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (44) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

*[Contracting Officer check as appropriate.]*

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

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

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

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\_\_\_ (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.

(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

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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 (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to 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 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) [Reserved]

(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 (Jan 2009).

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

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

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

(End of Clause)

*Alternate I (Feb 2000).* As prescribed in [12.301](#)(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause”.

*Alternate II (Oct 2010).* As prescribed in [12.301](#)(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)

(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor’s or any subcontractors’ records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(A) 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)).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219–8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further

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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.

(D) 52.222–26, Equal Opportunity (Mar 2007) (E.O. 11246).

(E) 52.222–35, Equal Opportunity Veterans (Sept 2010) (38 U.S.C. 4212).

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

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

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

(I) 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.*).

(J) 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.*).

(K) 52.222–54, Employment Eligibility Verification (Jan 2009).

(L) 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.

(M) 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.

**[Class Deviation- 2009-O0005, Commercial Item Omnibus Clauses for Acquisitions Using the Standard Procurement System. This clause deviation is effective on May 1, 2009, and remains in effect until April 30, 2014, or until otherwise rescinded.]**

### **FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2010) (DEVIATION)**

(a) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (a) 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.

(b)

(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(i) 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 (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

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

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(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2010) (38 U.S.C. 4212).

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

(vii) Reserved

(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 (Jan 2009).

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

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

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

(End of Clause)

*Alternate I (Feb 2000) (Deviation).* As prescribed in 12.301(b)(4), delete paragraph (a) from the basic clause, redesignate paragraph (b)(1) as paragraph (a), and redesignate paragraphs (b)(1)(i) through (b)(1)(xiv) as paragraphs (a)(1) through (a)(14) and redesignate paragraph (b)(2) as paragraph (b).

*Alternate II (Oct 2010) (Deviation).* As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (a)(1) and (b)(1) for paragraphs (a)(1) and (b)(1) of the basic clause as follows:

(a)

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(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

- (i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and
- (ii) Interview any officer or employee regarding such transactions.

(b)

(1) Notwithstanding the requirement of any other clause in this contract, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

- (i) *Paragraph (a) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (a)(1)(ii) does not flow down; and
- (ii) *Those clauses listed in this paragraph (b)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(A) 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)).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2009) (Section 1553 of Pub. L. 111-5).

(C) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(E) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2010) (38 U.S.C. 4212).

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

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

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

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

(J) 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.*).

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

(L) 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.

(M) 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.

**252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items. (October 2010)**

**252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items.**

As prescribed in 212.301(f)(iii), use the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES

OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF

COMMERCIAL ITEMS (OCT 2010)

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

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

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

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

(3) \_\_\_\_ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (OCT 2010) (15 U.S.C. 637).

(4) \_\_\_\_ 252.219-7004, Small Business Subcontracting Plan (Test Program) (OCT 2010) (15 U.S.C. 637 note).

(5) \_\_\_\_ 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

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

(7) \_\_\_\_ 252.225-7009,  
Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) \_\_\_\_ 252.225-7012,  
Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).

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

(10) \_\_\_\_ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(11) (i) \_\_\_\_ 252.225-7021, Trade Agreements (APR 2010) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) \_\_\_\_ Alternate I (SEP 2008)

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

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

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(14)(i) \_\_\_\_ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) \_\_\_\_ Alternate I (JUL 2009) of 252.225-7036.

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

(16) \_\_\_\_ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

(17) \_\_\_\_ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(18) \_\_\_\_ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(19) \_\_\_\_ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

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

(21) \_\_\_\_ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(22) \_\_\_\_ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge

Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).

(23)(i) \_\_\_\_ 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.

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

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

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(1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to

the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

### **52.212-9000 CHANGES – MILITARY READINESS (MAR 2001) DLAD**

The commercial changes clause at FAR 52.212-4(c) is applicable to this contract in lieu of the changes clause at FAR 52.243-1. However, in the event of a Contingency Operation or a Humanitarian or Peace Keeping Operation, as defined below, the contracting officer may, by written order, change—

- (1) the method of shipment or packing, and
- (2) the place of delivery.

If any such change causes an increase in the cost of, or the time required for performance, the contracting officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The contractor must assert its right to an adjustment within 30 days from the date of receipt of the modification.

“Contingency Operation” means a military operation that—

- (i) Is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or
- (ii) Results in the call or order to, or retention on, active duty of members of the uniformed services under 10 U.S.C. 688, 12301(a), 12302, 12304, 12305, or 12406, chapter 15 of U.S.C., or any other provision of law during a war or during a national emergency declared by the President or Congress (10 U.S.C. 101(a)(13)).

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

### **52.211-9046 FDA Compliance (APR 2008 MEDICAL and SUBSISTENCE) – DLAD**

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

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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.

**The following ADDITIONAL CLAUSES are set forth in FULL TEXT:**

**52.215-9P09 PRE-PROPOSAL CONFERENCE (MAY 2004) DLA TROOP SUPPORT**

(a) DLA TROOP SUPPORT will hold a pre-proposal teleconference to explain and clarify the requirements of this solicitation and to respond to general questions raised by prospective offerors. Interested firms are encouraged to attend. Write or call one of the individuals identified in Block 7(a) of SF 1449 (page 1 of this document), if you plan to attend.

(b) Prospective offerors are requested to submit questions in writing at least five (5) business days prior to the conference to allow inclusion of the questions in the agenda. Questions will be considered at any time prior to or during the conference, however, offerors will be asked to confirm verbal questions in writing. Responses to all questions will be incorporated in an amendment to the solicitation.

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

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

(e) The teleconference will be held via:

Call-In Phone number: 1-877-507-7913

Participant Pass Code: 3457263

Date: Thursday, December 2, 2010

Time: 10:00 AM – 11:30 PM

NOTE: The cutoff date for receipt of questions to be added to the agenda is Wednesday, December 1, 2010.



**52.216-18 – Ordering. (Oct 1995)**

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

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

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

**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 **\$150.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$25,000.

(2) Any order for a combination of items in excess of \$100,000.

(3) A series of orders from the same ordering office within 18 months 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 days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**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 24 months from order commencement.

## **52.216-9064 ECONOMIC PRICE ADJUSTMENT (EPA) – ACTUAL MATERIAL COSTS FOR SUBSISTENCE DELIVERED PRICE BUSINESS MODEL (NOV 2009) – DLAD**

(a) **WARRANTIES.** The Contractor warrants that---

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

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

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

(1) “Contract Unit Price” means the total fixed 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: Delivered Price and Distribution Price. The unit price sum of the two component prices shall be rounded up or down as applicable, to the nearest cent.

(2) “Delivered Price” is the most recent supplier price per unit to the Contractor, inclusive of standard freight, for that product delivered to the initial point of entry into the Contractor’s distribution network (normally referred to as the landed or delivered price). For this contract, the Delivered Price shall be the contractor’s last Delivered Price through close of business Wednesday, 2:00PM EST for submission not later than Wednesday, 2:00PM EST for updating the following week’s Ordering Catalog price. The Delivered Price shall have any and all Product Allowance subtractions made prior to presenting the Delivered Price to DLA TROOP SUPPORT.

(3) “Product Allowance” are discounts, rebates, and allowances to be passed on to the Government. All discounts, rebates, or allowances on particular items which are reflected in the amounts shown on the face of the Supplier invoice (referred to as “off-invoice allowances”) or designated by the Supplier to be passed on to the Government or to similar commercial customers, shall be passed by the Contractor in the form of an up-front price reduction. The

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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.

(4) "Distribution Price" means the firm fixed price portion of the Contract Unit Price, offered as a dollar amount per unit of issue, rounded up or down to the nearest cent. The Distribution Price is the only method for the Contractor to bill the Government for all costs of contract performance other than Delivered Price; for example, operational costs, overhead and profit. The Distribution price shall remain constant for the entire contract period.

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

(6) "Ordering Week" means from Sunday at 12:01 AM through the following Saturday until midnight Eastern Time (ET, standard or daylight as applicable).

### (c) PRICE ADJUSTMENTS.

#### (1) General.

(A) 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 Delivered price component of the Contract Unit Price is subject to adjustment under this clause. After the first Ordering Week, if the Contractor's Delivered Price changes for any or all Contract Unit Prices, the Contract Unit Price shall be changed in the next week's Ordering Catalog upon the Contractor's request, submitted in accordance with paragraph B below, by the same dollar amount of the change in the Delivered price, subject to the limitations in paragraph (d). The price change shall be effective at the beginning of the next Ordering Week. 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 Week.

(B) All notices and requests for price changes shall be submitted weekly, no later than Wednesday 2:00PM EST to be effective in the following Ordering Week's Ordering Catalog prices. The Contractor shall notify the Contracting Officer of its notice/request in the form of an EDI 832 transaction set. The change notice shall include the Contractor's adjustment in the Delivered Price component of the applicable Contract Unit Price. Upon the Contracting Officer's acceptance of such 832 price changes in accordance with D below, the price change transaction sets will post in the next week's

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Ordering Catalog and each contract unit price shall be changed by the same dollar amount of the change in the Delivered Price in the next week's Ordering Catalog.

(C) 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 weeks. 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.

(D) 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 Friday, 6:00PM EST 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 Week. 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.

(E) Should the Contracting Officer determine or question that 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 Delivered 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 Friday, 6:00PM EST. If the Contracting Officer cannot determine or 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 does not take the appropriate corrective action. 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.

(F) 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 proposal 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

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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 Delivered Prices for material. There shall be no upward adjustment for -----

(A) Supplies for which the Delivered Price is not affected by such changes;

(B) Changes in unit prices other than those in or subsequently added in the Ordering Catalog;

(C) Changes in the quantities of material; and

(D) 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 unit price increases for each item under this clause during any contract period shall not exceed 90 percent (%) of the initial Contract unit price in such performance period, except as provided below: (Buyer shall insert the appropriate item price ceiling percentage(s) considering market volatility of each item covered by the contract.)

(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)(B) 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 pending or 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

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in the contract unit price, the Contractor shall submit an EDI 832 price change. The price change shall be posted for the following weeks ordering catalog.

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

(f) EXAMINATION OF RECORDS.

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 by this clause.

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

(End of Clause)

### **52.217-5 -- Evaluation of Options (Jul 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

### **52.217-9 -- Option to Extend the Term of the Contract. (Mar 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 2 days of expiration of the ordering period; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least \_60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **48** months.

### **52.219-1 Small Business Program Representations.**

As prescribed in [19.308\(a\)\(1\)](#), insert the following provision:

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**SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 111998 *[insert NAICS code]*.

(2) The small business size standard is 500 *[insert size standard]*.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it **X** is,    is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it o is, o is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it o is, o is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision—

“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.

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(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 the size standard in paragraph (a) of this provision.

"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 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.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under [15 U.S.C. 645\(d\)](#), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

*Alternate I (Apr 2002).* As prescribed in [19.308](#)(a)(2), add the following paragraph (b)(7) to the basic provision:

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ 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.

## **52.246-9044 Sanitary Conditions(AUG 2008) – DLAD**

### **(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 electronically by the U. S. Department of Agriculture, Food Safety and Inspection Service (USDA, FSIS) (available at: [http://www.fsis.usda.gov/Regulations/Meat\\_Poultry\\_Egg\\_Inspection\\_Directory/index.asp](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

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applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

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

(iv) Egg products (liquid, dehydrated, frozen) may be supplied from establishments listed in the “Meat, Poultry and Egg Product Inspection Directory” published electronically by the USDA FSIS (available at:

[http://www.fsis.usda.gov/Regulations & Policies/Meat Poultry Egg Inspection Directory/index.asp](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](http://seafood.nmfs.noaa.gov) ). All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the full name and address of the producing facility.

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

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

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

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

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most current listing of exempt plants/products see the Worldwide Directory (available at: <https://vets.amedd.army.mil/vetcom>).

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

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

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

- (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 thereunder. 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 thereunder when a specific paragraph of the applicable specification directs otherwise and the supplies are being contracted for military rations, not for resale.
- (b) The Government shall have six months from the date of delivery of the supplies to the Government within which to discover a breach of this warranty. Notwithstanding the time at which such breach is discovered, the right is reserved to give notice of breach of this warranty at any time within such applicable period or within 30 days after expiration of such period, and any such notice shall preserve the rights and remedies provided herein.
- (c) Within a reasonable time after notice to the contractor of breach of this warranty, the Government may, at its election:

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- (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.

### 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/logisticpolicy/procurementlinks2.htm>.

The following additional clauses are incorporated by REFERENCE:

<u>CLAUSE NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.204-7	Central Contractor Registration	APR 2008
52.208-9	Contractor Use of Mandatory Sources of Supplies or Services	OCT 2008
52.247-34	F.O.B. Destination	NOV 1991
52.251-1	Government Supply Sources	APR 1984

## **ADDENDUM TO 52.212-1 INSTRUCTIONS TO OFFERORS-- COMMERCIAL ITEMS**

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

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

a. See Standard Form 1449 (Submission Sheet), on page 2, for any specific instructions on how to submit your offer if mailed or handcarried.

b. Faxed offers are NOT authorized for this solicitation.

**2. Paragraph (c), Period for Acceptance of Offers, is revised as follows:**

Period of acceptance is 180 days.

**3. Paragraph (f), Late Submissions, Modifications, Revisions, and Withdrawals of Offers, is deleted in its entirety and replaced with the following:**

(f) Late Submissions, Modifications, Revision, and Withdrawals of Offers.

(1) 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:

(i) 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.

(ii) 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.

(iii) 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 to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or it is the only proposal received.

(2) 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.

(3) Notwithstanding the above, a late modification or revision of any otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

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

**4. Paragraph (h), Multiple Awards, is revised to add the following:**

The Government intends to make one award per group per zone, but reserves the right to make multiple awards per zone.

**52.212-3 -- Offeror Representations and Certifications -- Commercial Items.  
(October 2010)**

**52.212-3 -- Offeror Representations and Certifications -- Commercial Items.**

As prescribed in [12.301\(b\)\(2\)](#), insert the following provision:

**Offeror Representations and Certifications -- Commercial Items (Oct 2010)**

An offeror shall complete only paragraphs (b) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov> . If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation” means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

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- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
  - (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

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service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(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 at <http://orca.bpn.gov> .After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable



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to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. *[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]*

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it ☐ is, a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. *[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

*(Check one of the following):*

<b><u>Number of Employees</u></b>	<b><u>Average Annual Gross Revenues</u></b>
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or

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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 database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(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)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.*]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ☐ 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 change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this

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provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United

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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, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
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[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

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[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:

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(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

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(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.

(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



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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 is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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(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;

(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

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period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).* (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ 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;

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☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) *Relation to Internal Revenue Code.* A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) *Representation.* By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(o) Sanctioned activities relating to Iran. (1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

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(2) The certification requirement of paragraph (o)(1) of this provision does not apply if--

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)

*Alternate I (Apr 2002).* As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

*[The offeror shall check the category in which its ownership falls]:*

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

*Alternate II (Oct 2000).* As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) Address. The offeror represents that its address [ ] is, [ ] is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business

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concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

**DFARS 252.225-7000 - BUY AMERICAN ACT – BALANCE OF PAYMENTS PROGRAM  
CERTIFICATE (JAN 2009)**

*(a) Definitions.*

"Commercially available off-the-shelf (COTS) item," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

*(b) Evaluation.*

The Government—

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense

Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy

American Act or the Balance of Payments Program.

*(c) Certifications and identification of country of origin.*

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this

solicitation, the offeror certifies that—

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a

domestic end product; and

(ii) 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

(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

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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)

**252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—  
COMMERCIAL ITEMS (JUN 2005) DFARS**

**(a) Definitions.**

As used in this clause--

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

**(b) Certification.**

By submitting this offer, the Offeror, if a foreign person, company or entity certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

**(c) Representation of Extent of Transportation by Sea.** (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term “supplies” is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it--

\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include clause 252.247-7023, Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition

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Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

The following **ADDITIONAL PROVISIONS** are set forth in **FULL TEXT**:

**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:

<b>Place of Performance(Street Address, City, State, County, Zip Code)</b>		<b>Name and Address of Owner and Operator of the Plant or Facility if Other Than <u>Offeror</u> or <u>Respondent</u></b>

**NOTE:** If using one or more plants or facilities as indicated, offeror/respondent shall provide the following additional information for each plant location to be used in the performance of a contract resulting from this solicitation.

<b><u>Item</u></b>		<b><u>Business Size Status</u></b>

**AGENCY PROTESTS (SEP 1999) DLAD**

Companies protesting this procurement may file a protest 1) with the contracting officer, 2) with the General Accounting Office, or 3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity’s Chief of the Contracting Office. Protests filed with the agency should clearly state that they are an “Agency Level Protest under Executive Order No. 12979.” (Note: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to



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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.

### **52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (JUN 2001) DLAD**

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here [ ]. Alternate wording may be negotiated with the contracting officer.

### **FAR 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)**

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision 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 provisions are incorporated by REFERENCE:

<b><u>Provision Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
FAR 52.209-6	Protecting the Government's Interests When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment	SEP 2006
FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	DEC 2007

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FAR 52.232-17	Interest	OCT 2008
FAR 52.242-13	Bankruptcy	JULY 1995
FAR 52.242-15	Stop-Work Order	AUG 1989
DFARS 252.204-7003	Control of Government Personnel Work Product	APR 1992
DFARS 252.204-7004	Alternate A	SEP 2007
DFARS 252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
DFARS 252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country	DEC 2006
DFARS 252.225-7002	Qualifying Countries as Subcontractors	APR 2003
DFARS 252.232-7010	Levies on Contract Payments	DEC 2006
DLAD 52.233-9000	Agency Protests	SEP 1999
DLAD 52.233-9001	Disputes: Agreement to Use Alternative Dispute Resolution	JUN 2001

## SUBMISSION INFORMATION

### PRICING

The pricing for each zone will be measured through the Schedule of Items Approach. The Schedule of Items Approach is a grouping of items along with the estimated quantities. The items found in the Schedule of Items represent 100% of the estimated dollar value for 24 months for that particular group. Offers are required to submit their unit price for each item, broken down into the corresponding Delivered Price and Distribution Price components.

A. Pricing will be based on the following formula:

$$\text{Unit Price} = \text{Delivered Price} + \text{Distribution Price}$$

#### B. Definitions:

1. Unit Price - The unit price is defined as the total price charged to DLA TROOP SUPPORT per unit for a product delivered to the Government.

2. Delivered Price - means the current net price per unit charged to the Contractor for supplying the Contractor a representative weekly requirement for an item covered in the ordering catalog to the Contractor's distribution point not later than the Wednesday, 2:00PM ET cutoff for updating the following ordering week's ordering catalog price. The last (most recent) vendor price for an item should usually meet this definition if covering a substantial quantity of the Contractor's deliveries for the subsequent weekly period. Only the delivered price component of the contract unit price is subject to adjustment under this clause.

3. Distribution Price - The distribution price is defined as a firm fixed price, offered as a dollar amount, which represents all elements of the contract price other than the delivered price. The distribution price typically consists of the contractor's projected general and administrative expenses, overhead, packaging costs, transportation costs from the contractor's distribution point, split case, back haul, trans-loading, shipments between corporate and/or partnership locations and any other projected expenses associated with delivery and profit. This dollar amount shall remain constant for the complete term of the base period. Distribution prices shall be formatted to no more than two (2) places to the right of the decimal point, for example, \$2.50.

If multiple groups are covered under this solicitation, the offeror may submit a separate distribution price for each group. However, only one distribution price shall be offered per group.

## SEASONAL ACQUISITION PLAN

As part of its proposal, offerors are required to submit a Seasonal Acquisition Plan that demonstrates the offeror's ability to supply local produce. The plan will include your firm's definition of local produce, the FF&V items your firm procures from local sources throughout the year and any planned local outreach efforts.

## FOOD SAFETY or FOOD DEFENSE

As part of its proposal, offerors are required to submit a Food Safety or Food Defense plan that demonstrates compliance with Food Safety or Food Defense requirements.

## EDI IMPLEMENTATION

As part of its proposal, vendors are required to submit a EDI Implementation plan that demonstrates compliance with EDI requirements found under Order System section of the Statement of Work. If the offeror is not currently EDI capable, the plan must include time frames for compliance at least one week prior to order commencement. (required only if zone includes support for non-USDA customers).

## THIRD PARTY WAREHOUSE AUDITS

As part of its proposal, vendors are required to submit their most recent third party warehouse audit. If your firm does not currently employ the services of a third party warehouse audit firm, provide a written documentation of your firm's intent to implement this requirement. Documentation should include the name and address of the third party firm and scheduled audit date. **(Third party warehouse audits exclude Government agency audits).**

## SUBMISSION REQUIREMENTS

### SCHEDULE OF ITEMS: PRICING

- A. For each Zone/Group, the Government has selected a Schedule of Items of items for evaluation that represents 100% of the estimated dollar value (see "Schedule of Items" attachment). Offerors must submit pricing information. The unit prices of all items found in the Schedule of Items will be comparatively assessed to identify any unusually high or low priced items.

## SOLICITATION SPM300-11-R-0008 SAN ANTONIO SOUTH

B. Estimated quantities for the two-year and six-year periods are indicated next to each item and are for information and evaluation purposes only. The items found in the Schedule of Items will be weighed against the estimated 4-year (one 2 year base and one 2 year option period) requirements of the ordering activities and evaluated for the lowest overall aggregate cost to the Government

C. Offerors are to submit the most current unit prices (valid within two weeks prior to submission of closing) for each of these items. This unit price must be in a format that shows the delivered price and the distribution price as separate entries, then totaled. For example, if the delivered price is \$2.00 and the distribution price is \$0.50, pricing should be formulated as follows:

$$\text{\$ 2.00} + \text{\$ .50} = \text{\$ 2.50}$$

- i. Do Not Submit only the Unit Price; the two (2) elements must be shown separately, as two distinct evaluations are being performed.
- ii. DO NOT deduct any Food Show allowances from the delivered price in your business proposal.
- iii. Prices for all items are to be submitted according to the Government's Unit of Issue (THERE ARE NO EXCEPTIONS). All items listed in the solicitation will ultimately become part of the vendor's catalog. The most recent prices submitted prior to award will be incorporated into the vendor's catalog.

### DISTRIBUTION PRICES

The offeror shall provide separate standard distribution pricing for all categories of items for Groups 1, 2. Offerors can submit the same distribution price for both Groups of customers. Each distribution price shall be a case price.

During the evaluation phase, DLA TROOP SUPPORT will combine the two distribution prices to produce a weighted average for evaluation purposes only. The weights will be determined by the estimated percentage of dollar value sales for each group of customers. The weight per zone in the San Antonio South Zone is 45% for Group 1 (Troops) and 55% for Group 2 (Schools). See example below for the weighted Distribution Prices Formulas:

Example: Zone: San Antonio Zone South  
Group 1 (troops) Distribution Price \$1.00 per case (example price)  
Group 2 (schools) Distribution Price \$2.00 per case (example price)

3. The distribution prices shall remain constant for each term of the contract. The distribution price for the base year does not have to be the same as the price of the

## SOLICITATION SPM300-11-R-0008 SAN ANTONIO SOUTH

each option period. These prices can differ or remain the same; but must remain constant through the length of each term.

Example (Prices are for illustrative purposes ONLY):

\$1.00 for Base Year – this price will remain \$1.00 for the entire 2-year base period.

\$1.25 for Option Year 1 – this price will remain \$1.25 for the entire 2-year Option 1 period.

### DELIVERED PRICES

1. ALL offered delivered prices **must be** substantiated with a copy of the grower/supplier's invoice for each item in the solicitation. The Item Number must be marked on each invoice so as to identify the invoice's corresponding item. The preferred documentation is the grower/supplier invoice. If you do not have an invoice, a written quote from the grower/supplier will be accepted. All invoices and quotes must be from sources the offeror the currently uses or plans to use to support the resultant contract. Any quote must be presented in the following manner:
    1. Detailed on grower/manufacture letterhead;
    2. Date price quote was supplied;
    3. Time period price quote is effective; to include expiration date
    4. Quantity covered by price quote;
    5. Grower/Manufacturer part number; and
    6. Grower/Manufacturer's point of contact: including name, title, address, and phone number.
  2. The invoices should reflect the prices effective within two (2) weeks prior to closing. If invoices are not available for that time period, the most recent invoices shall be submitted. The Government has a strong preference for invoices over market quotes and prices within two (2) weeks from closing over earlier dates. Invoices that reflect small quantities will be considered the equivalent of a quote. For evaluation purposes, the offeror is required to submit pricing on all items that will meet the government's minimum requirement.
- F. Prices must not extend more than two [2] places to the right of the decimal point. Standard rounding methods should be observed. For example, a delivered price of \$4.578 should be rounded to \$4.58

## SOLICITATION SPM300-11-R-0008 SAN ANTONIO SOUTH

- G. If an offeror carries a variety of brands for the same item, the price submitted shall be for the lowest priced, technically acceptable, item that meets the Government's minimum requirements.
- H. All items procured under the resultant contract are subject to all contractual clauses and regulations, including, but not limited to DFARS 252.225-7012 Preference for Certain Domestic Commodities and procured from a Sanitarily Approved Source. All invoices and quotes must reflect compliance to contract terms and conditions.
- I. Offerors are required to submit this portion of the Business Proposal on a spreadsheet containing the following information:
1. **Stock Number**
  2. **Item Description** – Government Item Description
  3. **Identical Match** – Use “Y” or “N”
  4. **Estimated Quantity** - Quantity given
  5. **Unit of Issue** – Self-explanatory. Note: Unit of Issue must be same as Government's listed in the Market Basket of Items.
  6. **Delivered Price (DEP)** - the price you actually paid for the item, as substantiated by grower/manufacturer invoice.
  7. **Distribution Price (DIP)** - your distribution price
  8. **Unit Price** - Delivered Price + Distribution Price
  9. **Total** - Estimated Quantity multiplied by Unit Price
  10. **Gov't Average Case Weight** - provided
  11. **Case Weight** – Weight, in lbs, of the offeror's invoice or quoted item.  
If the case weight varies, provide the weight range.

### SAMPLE FORMAT FOR BUSINESS PROPOSAL SPREADSHEET – DO NOT DEVIATE

**HEADING:** Base Period OR Option 1 OR Option 2 OR Option 3

**COLUMNS:**

STOCK NUMBER	ITEM DESCRIPTION	IDENTICAL MATCH	ESTIMATED QUANTITY	UNIT OF ISSUE	DEP	DIP	UNIT PRICE	TOTAL	GOV'T AVG CS WT	OFFER CS WT
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- J. When preparing the spreadsheet, totals must appear at the bottom of the “TOTAL” column (#8) and the “DP AGG” column (#10). Each firm must submit a hard copy of their spreadsheet, for the base period and each option period, as well as a copy of the spreadsheet(s) on a disk. (This means five spreadsheets or one spreadsheet with a sheet labeled for the base term plus each option period.)

## SOLICITATION SPM300-11-R-0008 SAN ANTONIO SOUTH

- K. The offeror must also submit option year unit prices, expressed as the delivered price plus the distribution price. All components of the option period unit price must be rounded to two (2) places beyond the decimal point. If an offeror does not submit option year prices, the offeror's proposal may be rejected. **Option year price increases or decreases are to be expressed in dollars and cents only.** The firm may also elect to offer no change in the distribution prices over the life of the contract.

### INVOICES

If the price on the invoice does not match the offered price due to a freight charge, the freight charge must be indicated on the invoice. This can be handwritten, but must appear on the invoice submitted by the offeror.

#### **INVOICES MUST REFLECT PRICES BETWEEN NOVEMBER 7 – NOVEMBER 20, 2010.**

Items referenced on the invoice must be numbered to reflect the item listed on the schedule of items. For example, if Oranges 88 CT 40 LB CS is listed as item #2 on the schedule of items, the invoice should have the number 2 clearly circled on the invoice to indicate that this invoice reflects item #2. This must be done for all the items on the schedule.

### EVALUATION FACTORS FOR AWARD - Low Price , Technically Acceptable (LPTA)

#### BUSINESS PROPOSAL EVALUATION

##### Pricing

- 1.1 Schedule of Items Pricing - Pricing is required for all items found in the Schedule of Items. The Government will perform an aggregate price analysis on all the items found in the Schedule of Items. The estimated quantities in the Schedule of Items shall be multiplied by the unit prices to determine the lowest aggregate price to the Government.
- 1.2 Distribution Pricing – the Government will comparatively assess the distribution prices offered by all firms.
- 1.3 Delivered Pricing – The Government will comparatively assess the delivered price of each item.



## Pricing-Schedule of Items

Offerors are required to submit this portion of the Business Proposal of the Schedule of Items (attached) on a spreadsheet containing the following information:

- 2.1 Item number.
- 2.2 Gov't Average Case Weight-provided.
- 2.3 Case Weight-Weight in lbs, of the offeror's invoice or quoted item.
- 2.4 Item Description-Government Item Description.
- 2.5 Identical Match-Use "Y" or "N".
- 2.6 Estimated Quantity-Quantity given.
- 2.7 Unit of Issue--Self-explanatory. Note: Unit of Issue must be the same as Government's listed in the Schedule of Items.
- 2.8 Delivered Price (DEP) = the price you actually paid for the item, as substantiated by grower/manufacturer invoice.
- 2.9 Distribution Price (DIP) = your distribution price.
- 2.10 Unit Price = Delivered Price + Distribution Price.
- 2.11 Total Eval Price = Total DIP +Total DEP.

If the case weight varies, provide the weight range.

When preparing the spreadsheet(s) totals must appear at the bottom of the total column. Each firm must submit a CD copy of their spreadsheet for the 24 month period. Pricing spreadsheets must be saved to a CD and included in the offeror's business proposal.

Only fill in the white boxes which are the following: vendor's case weight, identical match (Y/N), delivered pricing including freight, and distribution price. Do not touch the gray areas. In the place provided on the spreadsheet, be sure to fill your company's name and cage code, which is located on top of the spreadsheet.

SEE ATTACHMENTS

**SAN ANTONIO SOUTH TROOP CUSTOMERS**

1674F8	LAREDO JOB CORPS CENTER	LAREDO JOB CORPS CENTER
707446	PORT ISABEL DET CTR	27991 BUENA VISTA BLVD
FT3047	WILFORD HALL DINING	2200 BERQUIST DR SUITE 1
FT9041	KELLY LA HACIENDA DINING	BLDG 1650
FT9043	KELLY GOTT DINING	BLDG 2041
FT9047	RANDOLPH AIRMENS DINING	BLDG 860
FT9067	LACKLAND BLDG 9410	321 TRS DINING
FT9068	LACKLAND BLDG 9210	322 TRS DINING
FT9069	LACKLAND BLDG 10416	TRS DINING
FT9070	LACKLAND BLDG 9110	323 TRS DINING
FT9071	LACKLAND BLDG 9085	ROTC DINING
FT9072	LACKLAND BLDG 5570	331 TRS DINING
FT9074	LACKLAND BLDG 6275	320 TRS DINING
FT9075	LACKLAND MEDINA INN DINING	BLDG 150
FT9076	LACKLAND AFB 37 SVS/SVMF DIN FAC	11115 TRUEMPER ST, BLDG 9310
FT9077	LACKLAND MESQUITE INN DINING	BLDG 10175
FT9078	LACKLAND BLDG 10810	LIVE OAK INN
FT9079	LACKLAND AMIGO INN	BLDG 7532
FT9155	LACKLAND 344 TRS/TTSB	BLDG 150 A FOOD LAB
FT9156	LACKLAND 344 TRS (RIBS)	BLDG 984
FT9170	LACKLAND AIRMANS DINING	BLDG 5420
FT9412	BROOKS CDC	3203 NORTH ROAD
FT9418	RANDOLPH CDC	BLDG 1072
FT9421	KELLY CDC	BLDG 61
FT9423	LACKLAND YOUTH CENTER	BLDG 8420
FT9432	LACKLAND CDC	BLDG 8210
FT9502	RANDOLPH YOUTH CENTER	415 B. ST EAST
FT9576	RANDOLPH CDC ANNEX	BLDG 734
FT9578	GATEWAY CDC	1555 HOLLOMAN AVE
N68891	INGLESIDE NAS GALLEY	USS SUPPLY OFFICER
V21314	USS AVENGER	USS SUPPLY OFFICER
V21403	USS DEFENDER MCM-2	USS SUPPLY OFFICER
V21404	USS SENTRY	USS SUPPLY OFFICER
V21405	USS CHAMPION	USS SUPPLY OFFICER
V21427	USS DEVASTATOR	USS SUPPLY OFFICER
V21456	USS PIONEER	USS SUPPLY OFFICER
V21457	USS WARRIOR	USS SUPPLY OFFICER
V21902	USS CHIEF	USS SUPPLY OFFICER
W45NQM	FORT SAM BLDG 1377	DINING FACILITY #2
W45NQM	FORT SAM BLDG 2745	DINING FACILITY #1
W45NQM	FORT SAM BLDG 5107	DINING FACILITY #4
W45NQM	NUTRI CARE BRANCH AMED	BLDG 1150
W45NQM	VET SCIENCE DIV AMED	BLDG 325
W45NQM	VET SCIENCE DIV, AMED	BLDG 325

101 HOLDING BLVD (REAR)	LAREDO	78041
	LOS FRESNOS	78566
	LACKLAND AFB	78236
250 GOODRICH DR.	LACKLAND	78241
KIRKNEWTON	LACKLAND AFB	78243
1985 1ST ST WEST	RANDOLPH AFB	78150
1015 TRUEEMPER ST	LACKLAND AFB	78236
1215 TRUEEMPER ST.	LACKLAND AFB	78236
LACKLAND AFB	LACKLAND AFB	78236
1015 TRUEEMPER ST	LACKLAND AFB	78236
1550 CARSWELL AVE.	LACKLAND AFB	78236
2329 WALKER AVE.	LACKLAND AFB	78236
1720 KIRTLAND ST	LACKLAND AFB	78236
1170 EAGLE DRIVE	LACKLAND AFB	78236
KPRGE CASTAMEDA	LACKLAND AFB	892371-44
1225 ARNOLD CIRCLE	LACKLAND AFB	78236
1180 FEMOYER ST.	LACKLAND AFB	78236
2215 ANDREWS AVE.	LACKLAND AFB	78236
1170 EAGLE DR	LACKLAND AFB	78236
MEDINA ANNEX	LACKLAND AFB	78236
NEW MARNE ROAD	CAMP BULLIS	78234
BLDG 502	BROOKS AFB	78235
415 B. ST EAST	RANDOLPH AFB	78150
102 DUNCAN DR.	KELLY AFB	78241
2361 SELFRIDGE	LACKLAND AFB	78236
2310 BONG ST	LACKLAND AFB	78236
RANDOLPH AFB, TX 78150	RANDOLPH AFB	78150
	RANDOLPH AFB	78150
BLDG 3220	LACKLAND AFB	78236
BLDG 146	INGLESIDE	78362
BLDG 233	INGLESIDE	78362
BLDG 233	INGLESIDE	78362
BLDG 233	INGLESIDE	78362
BLDG 233	INGLESIDE	78362
BLDG 233	INGLESIDE	78362
BLDG 233	INGLESIDE	78362
BLDG 233	INGLESIDE	78362
BLDG 233	INGLESIDE	78362
3130 ROAD NO. S-1350	FT. SAM HOUSTON	78234
2091 SCHOFIELD ROAD	FT. SAM HOUSTON	78234
4661 WILKERSON ROAD	CAMP BULLIS	78234
	FT SAM HOUSTON	782345002
1479 ROAD NO S-5	FT SAM HOUSTON	782345002
	SAN ANTONIO	99999

Vendor Name & Cage Code: **DO NOT TOUCH THE COLORED FIELDS!!! ONLY FILL IN WHITE FIELDS!!**

PLEASE LABEL INVOICES WITH GOVT ITEM# NEXT TO ITEM AND SUBMIT IN SEQUENTIAL

GOV'T	Avg Gov't	Vendors	Government	GOVERNMENT	Identical	ESTD 1yr
Item #	CS Wt	Cs Wt	Stock Number	Item Description	(Y/N)	QTY IN LBS
1	40		891501E050499	APPLE FUJI		1900
2	40		891501E050098	APPLE G/D 138		84640
3	40		891501E050099	APPLE GALA125-138 XFCY		44360
4	40		891501E050097	APPLE GRNY138 XF		4480
5	40		891501E050355	APPLE RED DEL 100 CT		182520
6	20		891501E050697	APPLE SLICED RED 4/5#		18254
7	40		891501E050137	BANANAS, PETITE		14680
8	4		891501E050147	BLUEBERRIES		243
9	5		891501E050249	BROCCOLI FLORETS 5#		2063
10	5		891501E050276	BROCCOLI, BUNCH 5#		2698
11	20		891501E050017	BROCCOLI, CRN 40-46		160
12	12		891501E050203	BROCCOLLI FLORETTES 6/3 LB		900
13	50		891501E050018	CABBAGE GREEN SHRED 5#		980
14	5		891501E050091	CABBAGE RED SHRED		3500
15	5		891501E050262	CABBAGE, GREEN 5#		135
16	35		891501E050002	CANTALOUPE 12 CT		14980
17	12		891501E050567	CARROT 100/2 OZ BAG		2689
18	5		891501E050278	CARROT 5#		610
19	50		891501E050020	CARROT STICKS 150 CT		3920
20	24		891501E050166	CARROTS 24/1# BABY		5082
21	20		891501E050376	CARROTS, BABY 4/5LB		3660
22	5		891501E050250	CAULIFLOWER FLRTS 5#		703
23	20		891501E050134	CELERY STICK 4/5LB		5800
24	45		891501E050023	CELERY STKS 100-150		5174
25	24		891501E050022	CELERY, 24 CT #1		650
26	5		891501E050177	CELERY, DICED 5#		550
27	5		891501E050030	CUCUMBERS 5# SUPERSL		8405
28	20		891501E050025	CUCUMBERS, SUPER SEL		6550
29	5		891501E050168	GARLIC WHOLE PEELED		65
30	40		891501E050040	GRAPEFRUIT 32-40 FCY		127080
31	18		891501E050123	GRAPES, RED SEEDLESS		13131
32	18		891501E050124	GRAPES, WHITE SEEDLESS		3745
33	25		891501E050004	HONEYDEWS 6-8 #1		1575
34	20		891501E050052	KALE, FLOWERING		100
35	24		891501E050005	KIWI 90-126 CT		666
36	5		891501E050318	LEMONS 5# FANCY		802
37	20		891501E050053	LETTUCE CLEANED & CORED		1898
38	30		891501E050026	LETTUCE ICEBERG 24CT		68040
39	20		891501E050104	LETTUCE RED LEAF		175
40	20		891501E050606	LETTUCE SHRED 4/5#		58250

41	20		891501E050144	LETTUCE, GREEN LEAF		1230
42	5		891501E050320	LIMES 5# 200 SIZE		180
43	1		891501E050421	MUSHROOMS SLICED 1#		144
44	25		891501E050008	NECTARINES 50 SERIES		909
45	5		891501E050106	ONION RED 5# JUMBO		180
46	5		891501E050107	ONION YEL SLICE 5#		4150
47	25		891501E050071	ONION, YELLOW MED		4200
48	5		891501E050029	ONIONS DICED 5#		2555
49	10		891501E050466	ONIONS GREEN 6 BUNCH		63
50	5		891501E050028	ONIONS,SWT YELLOW 5#		845
51	35		891501E050184	ORANGES 113 CT FANCY		271880
52	35		891501E050210	ORANGES 138 CT FANCY		139545
53	40		891501E050211	ORANGES 88 CT FANCY		11270
54	25		891501E050011	PEACHES 50 SERIES		1600
55	44		891501E050012	PEARS GREEN 100-150 CT		54795
56	44		891501E050075	PEARS RED US#1		1056
57	44		891501E050118	PEARS, BOSC US#1		1496
58	10		891501E050326	PEAS SNOW PODS		40
59	5		891501E050199	PEPPER RED 5#		50
60	5		891501E050102	PEPPERS JALAPENO 5#		40
61	5		891501E050030	PEPPERS, GREEN 5#		4300
62	25		891501E050185	PINEAPPLE 8-10 CT HW		1120
63	5		891501E050128	PINEAPPLE CUT UP		805
64	22		891501E050013	PLUMS 50 SERIES		1624
65	50		891501E050221	POTATO 100 SZ US#1		700
66	50		891501E050321	POTATO 70 CT		35700
67	50		891501E050183	POTATO 90 SZ US#1		5850
68	50		891501E050072	POTATO RED B US#1		350
69	40		891501E050032	POTATO SWEET US#1		120
70	3		891501E050444	RADISH CELLO 6 OZ		1285
71	4		891501E050145	RASPBERRIES		84
72	20		891501E050054	ROMAINE 24CT		4825
73	2		891501E050564	ROMAINE, CHOPPED 2#		10297
74	20		891501E050139	SALAD MIX, 4/5#		2950
75	2.5		891501E050063	SPINACH 2.5# BG		2929
76	5		891501E050675	SPRING MIX		235
77	20		891501E050174	SQUASH, ZUCCHINI FCY		40
78	12		891501E050014	STRAWBERRIES		10071
79	28		891501E050016	TANGERINES FANCY		6510
80	12		891501E050067	TOMATO CHERRY 200-250		4260
81	25		891501E050479	TOMATO LARGE BULK		92880
82	25		891501E050138	TOMATO ROMA		500
83	12		891501E050568	TOMATO, GRAPE 12/10 OZ		160
84	5		891501E050673	TOMATO, SLICED		120
85	5		891501E050066	TOMATO,DICED TUBS 5#		160
86	5		891501E050264	TOMATOES,5# BULK #1		1040
87	5		891501E050143	WATERMELON CUBES		145

88	18		891501E050035	WATERMELON EACH		8850
89	50		891501E050149	WATERMELON SEEDLESS BOX		623854

filename: San Antonio South Zone SCHOOL Items SPM300-10-R-0008 2yr est

**R-0008 SAN ANTONIO SOUTH ZONE SCHOOLS (2) YEAR ESTIMATES**

EST 2yr	EST 2yr	Unit of	Delivered Pricing	Distribution	Unit	Total Delivered
QTY IN LBS	QTY IN CS	Issue	Including Freight	(DIP) Price	Price	Price (DEP)
3800	95	CS			\$0.00	\$0.00
169280	4232	CS			\$0.00	\$0.00
88720	2218	CS			\$0.00	\$0.00
8960	224	CS			\$0.00	\$0.00
365040	9126	CS			\$0.00	\$0.00
36508	1825	CS			\$0.00	\$0.00
29360	734	CS			\$0.00	\$0.00
486	122	CS			\$0.00	\$0.00
4126	825	CS			\$0.00	\$0.00
5396	1079	CS			\$0.00	\$0.00
320	16	CS			\$0.00	\$0.00
1800	150	CS			\$0.00	\$0.00
1960	39	CS			\$0.00	\$0.00
7000	1400	CS			\$0.00	\$0.00
270	54	CS			\$0.00	\$0.00
29960	856	CS			\$0.00	\$0.00
5378	448	CS			\$0.00	\$0.00
1220	244	CS			\$0.00	\$0.00
7840	157	CS			\$0.00	\$0.00
10164	424	CS			\$0.00	\$0.00
7320	366	CS			\$0.00	\$0.00
1406	281	CS			\$0.00	\$0.00
11600	580	CS			\$0.00	\$0.00
10348	230	CS			\$0.00	\$0.00
1300	54	CS			\$0.00	\$0.00
1100	220	CS			\$0.00	\$0.00
16810	3362	CS			\$0.00	\$0.00
13100	655	CS			\$0.00	\$0.00
130	26	CS			\$0.00	\$0.00
254160	6354	CS			\$0.00	\$0.00
26262	1459	CS			\$0.00	\$0.00
7490	416	CS			\$0.00	\$0.00
3150	126	CS			\$0.00	\$0.00
200	10	CS			\$0.00	\$0.00
1332	56	CS			\$0.00	\$0.00
1604	321	CS			\$0.00	\$0.00
3796	190	CS			\$0.00	\$0.00
136080	4536	CS			\$0.00	\$0.00
350	18	CS			\$0.00	\$0.00
116500	5825	CS			\$0.00	\$0.00



2460	123	CS			\$0.00	\$0.00
360	72	CS			\$0.00	\$0.00
288	288	CS			\$0.00	\$0.00
1818	73	CS			\$0.00	\$0.00
360	72	CS			\$0.00	\$0.00
8300	1660	CS			\$0.00	\$0.00
8400	336	CS			\$0.00	\$0.00
5110	1022	CS			\$0.00	\$0.00
126	13	CS			\$0.00	\$0.00
1690	338	CS			\$0.00	\$0.00
543760	15536	CS			\$0.00	\$0.00
279090	7974	CS			\$0.00	\$0.00
22540	564	CS			\$0.00	\$0.00
3200	128	CS			\$0.00	\$0.00
109590	2491	CS			\$0.00	\$0.00
2112	48	CS			\$0.00	\$0.00
2992	68	CS			\$0.00	\$0.00
80	8	CS			\$0.00	\$0.00
100	20	CS			\$0.00	\$0.00
80	16	CS			\$0.00	\$0.00
8600	1720	CS			\$0.00	\$0.00
2240	90	CS			\$0.00	\$0.00
1610	322	CS			\$0.00	\$0.00
3248	148	CS			\$0.00	\$0.00
1400	28	CS			\$0.00	\$0.00
71400	1428	CS			\$0.00	\$0.00
11700	234	CS			\$0.00	\$0.00
700	14	CS			\$0.00	\$0.00
240	6	CS			\$0.00	\$0.00
2570	857	CS			\$0.00	\$0.00
168	42	CS			\$0.00	\$0.00
9650	483	CS			\$0.00	\$0.00
20594	10297	CS			\$0.00	\$0.00
5900	295	CS			\$0.00	\$0.00
5858	2343	CS			\$0.00	\$0.00
470	94	CS			\$0.00	\$0.00
80	4	CS			\$0.00	\$0.00
20142	1679	CS			\$0.00	\$0.00
13020	465	CS			\$0.00	\$0.00
8520	710	CS			\$0.00	\$0.00
185760	7430	CS			\$0.00	\$0.00
1000	40	CS			\$0.00	\$0.00
320	27	CS			\$0.00	\$0.00
240	48	CS			\$0.00	\$0.00
320	64	CS			\$0.00	\$0.00
2080	416	CS			\$0.00	\$0.00
290	58	CS			\$0.00	\$0.00

17700	983	CS			\$0.00	\$0.00
1247708	24954	CS			\$0.00	\$0.00
4027610			BASE TERM EVALUATION (2 YEAR)		N/A	\$0.00
			OPTION 1 EVALUATION (2 YEAR)		N/A	\$0.00
			TOTAL EVALUATION INCLUDING OPTIONS		N/A	\$0.00



[illegible]

\$0.00	\$0.00	Leave Blank
\$0.00	\$0.00	Leave Blank
\$0.00	\$0.00	
\$ -	\$0.00	
\$0.00	\$0.00	

**REQUEST FOR NEW ITEMS**

**Requested by: (Activity Name):** \_\_\_\_\_

**Contract #** \_\_\_\_\_

**DSCP Stock # NSN (if available):** \_\_\_\_\_

**Vendor Part/Item #** \_\_\_\_\_

**Complete Item Description:** \_\_\_\_\_

**Manufacture/Brand Name (if available):** \_\_\_\_\_

**Cost:** \_\_\_\_\_ **Per Case**    **Dist. Fee** \_\_\_\_\_    **Total Cost** \_\_\_\_\_ **Per Package**

**Vendor's Unit of Issue:** \_\_\_\_\_ **= DSCP's Unit of Measure** \_\_\_\_\_

**Package Size:** \_\_\_\_\_

**Case Weight:** \_\_\_\_\_

**Pack:** \_\_\_\_\_ **Bulk**    \_\_\_\_\_ **Individually Wrapped Portions**

**Item:** \_\_\_\_\_ **Fresh**    \_\_\_\_\_ **Chilled**    \_\_\_\_\_ **Other**

**Estimated Monthly Usage:** \_\_\_\_\_ **Cases per month**

**Will cataloging this new item result in reducing the usage of an item already in the catalog?**    \_\_\_\_\_ **Yes**    \_\_\_\_\_ **No**

**If yes, what is the stock number and description of the item for which usage will**

**be reduced?** \_\_\_\_\_

\_\_\_\_\_  
**Comments:**

Note: Provide a copy of this request to your DSCP Catalog Account Manager to expedite stockage of the items desired.

UPDATED: Sept 29, 2009

**PART A**

**EDI Implementation Guidelines for Subsistence Prime Vendor (STORES)**

**SECTION 1.0 GENERAL INFORMATION .....**

- 1.1 CONTACTS .....
- 1.2 EDI - FOR DLA TROOP SUPPORT SUBSISTENCE.....
- 1.3 TRANSACTION SETS .....
- 1.4 SOFTWARE.....
- 1.5 NETWORKS .....

**SECTION 2.0 TRADING PARTNER TESTS.....**

- 2.1 GENERAL TESTING PROCEDURES.....
- 2.2 TESTING INDIVIDUAL TRANSACTION SETS .....

**SECTION 3.0 PRODUCTION PROCEDURES .....**

- 3.1 OUTGOING TRANSMISSION SCHEDULE .....
- 3.2 PROBLEM RECOVERY DURING PRODUCTION.....

## Section 1.0 General Information

### 1.1 Contacts

Contact For	Name	Phone Number
DLA Troop Support System (STORES)	Jeff Nienstedt	(215) 737-3860
EDI 810 (Invoice) Testing	Bud Wellens	(215) 737-2778
EDI 832 (Catalog) Testing	Bob Thistle	(215) 737-7558
EDI 850 (Purchase Order) Testing	Charles Benn	(215) 737-7318
Prime Vendor Coordination	Frank Bankoff	(215) 737-2951
STORES Technical Support	STORES Help Desk	(888) 755-4756
DAASC Technical Support	DAASC EDI Help Desk	(513) 296-3333

### 1.2 Electronic Data Interchange (EDI) – For DLA Troop Support Subsistence

Subsistence uses EDI to communicate with their Trading Partners (Vendors). The EDI process starts with the 832 (catalog) being received by DLA Troop Support from the vendor. In this process, vendors provide initial and updated catalog item and price data via EDI. These updates are sent on a weekly basis for those items that have changed since the previous catalog submission. This data is transmitted to the DLA Troop Support through a mailbox at DAASC and not directly to the customer. Entire catalogs that support a particular site in a region (including any updates) are then made available to the customer through the Subsistence Total Ordering and Receipting Electronic System (STORES) website on Sunday of each week.

After the catalogs are received, the next step in the process is ordering from these catalogs. Orders are generated on a regular basis by the customer keying the order directly into STORES web or by uploading the order to STORES from one of the service systems. This order is then translated into an 850 (purchase order) and sent to DAASC. DAASC processes the file and places it in a vendor's mailbox where the orders are held awaiting pick-up by the vendor. When the network delivery to the vendor is complete, optimal use of the data by the vendor will be achieved when the vendor converts the purchase order data from the standard transmission format into their own internal format. Vendor processing can then occur without having to key the purchase order data. Vendors should keep in mind that there are times when a customer could place more than one order in the same day.

Once the vendor receives the order from a customer the order is processed and shipped to the customer's delivery location. These locations are determined by the customer and can be a dining facility, warehouse, depot, hospital, ship, child care center, or other facility. Please note: Vendors should only deliver items that are on the order and should not substitute any similar items.

After the vendor has delivered the product, the customer must verify shipment quantities and make any adjustments to the receipt in STORES. Once these changes have been made, the customer then processes the receipt in STORES and generates an electronic validation of the receipt at DLA Troop Support. This receipt is then matched to the vendor 810 (invoice) and all matching lines are paid. Any discrepancies between receipt and invoice must be researched before payment is made.

### 1.3 Transaction Sets

The EDI transaction sets listed below are described in detail in later sections of this guideline. Vendors must be able to support the 832 Catalog and 850 Purchase Order.

- 810 – Invoice (Attachment 1)
- 832 – Catalog (Attachment 2)
- 850 – Purchase Order (Attachment 3)

### 1.4 Software

All DLA Troop Support customers are currently using STORES Web and therefore are using the same EDI software and network to transmit orders. However, the vendor may select any software that supports the transaction sets currently traded and any sets that may be traded in the future.



## Subsistence Total Order & Receipt System (STORES) EDI Information Page 3 of 19

### 1.5 Networks

Networks are used as a clearinghouse for all transmissions. Sending and receiving parties may work independently of each other by letting the network handle problems such as storage, communication incompatibilities, scheduling and retransmission.

DLA Troop Support pays the network charges for delivery of the customer's documents to the network. The vendor will pay the charges for delivery of the customer's documents from the network to the vendor's system. Vendors may access the network by various means.

## Section 2.0 Trading Partner Tests

### 2.1 General Testing Procedures

DLA Troop Support points of contact for testing each transaction set are listed at the beginning of this document. Vendors should test all EDI transactions before they are placed in production. Vendors should be prepared to contact POCs for each transaction and provide verbal notification about the success and failure of each transmission.

### 2.2 Testing Individual Transaction Sets

832 Catalog - During the Sample Test Phase catalog files will be sent from the vendor to DSCP to test catalog transmission. These files should include items that sufficiently test all aspects of catalog submissions/changes (price changes, item additions and deletions, and entire catalog transmissions).  
850 Purchase Order – Once a catalog has been tested, purchase orders will be sent to vendors to ensure capability of receiving the customer's orders.

## Section 3.0 Production Procedures

### 3.1 Transmission Schedules

Vendors are expected to send in 832 (catalogs) to DSCP by Thursday of each week at 1 PM Eastern time in order that they may be reviewed prior to update of the weekly catalogs. Not meeting this time can result in additional catalog pricing errors and erroneous payments. As mentioned earlier, outbound 850 purchase orders can be generated anytime during the day. Therefore, vendors should be prepared to retrieve order data throughout the day.

### 3.2 Problem Recovery During Production

During test mode, transmission problems are generally not recovered. After moving into production mode, delays, omissions, duplicates or any other type of error have to be addressed promptly. In the unlikely event that a delay lasts three days or longer, the DSCP customer will contact the vendor concerning the need to transmit hardcopy orders.

If the Interchange Control Number (ISA13 element) is received more than once, the vendor should not process the duplicate transmission. Although the DSCP standard software has the constraints to prevent sending out duplicate purchase orders, the vendor may still need to consider making a software check for purchase order numbers that may be inadvertently sent more than once.

It is DSCP's intent to successfully deliver data to the network for each vendor on each scheduled day. If the customer is unable to accomplish this by the agreed upon time, the customer will attempt to complete the delivery by no later than the next scheduled transmission. If the customer is reasonably confident of resolving the problem within that 24 hour period, there is no need to contact the receiving party.

If communications with the network fail due to a problem which is not corrected by the next scheduled transmission, the party experiencing the problem should evaluate the situation as soon as possible and discuss it with the other party. If a hardware or software problem appears to be of a magnitude to extend for more than three scheduled transmissions, an alternative means of communication may need to be chosen. Such situations will have to be evaluated on an individual basis to determine the proper corrective action. If it is necessary to start conventional communications again, both parties should reestablish EDI as soon as possible for all subsequent messages.

The DSCP STORES Help Desk or DSCP Account Manager should be promptly contacted with operational concerns related to purchase order and catalog transactions.

Subsistence Total Order & Receipt System (STORES) EDI Information Page 4 of 19

**810 INVOICE VERSION 3050 FUNCTION GROUP=IN**

This Draft Standard for Trial Use contains the format and establishes the data contents of the Invoice. Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. The transaction set can be used to provide for customary and established business and industry practice relative to the billing for goods and services provided.

Prime Vendor(s) NOTE: Certain data segments will require data transmitted as it appears on the Purchase Order. Reference page 1A.

<b><u>TABLE 1</u></b>			
<b><u>POS NO</u></b>	<b><u>SEG ID</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>REQ</u></b>
010	ST	Transaction Set Header	M
020	BIG	Beginning Segment for Invoice	M
<b><u>Loop I.D. – N1</u></b>			
070	N1	Name	O (M for DSCP)
110	REF	Reference Number	O (M for DSCP)
130	ITD	Terms of Sale	O
140	DTM	Date/Time Reference	O (M for DSCP)
<b><u>TABLE 2</u></b>			
010	IT1	Baseline Item Data (Invoice)	O (M for DSCP)
<b><u>TABLE 3</u></b>			
010	TDS	Total Monetary Value Summary	M
<b><u>Loop I.D. - SAC</u></b>			
040	SAC	Service, Charge Information	O
<b><u>Loop I.D. – ISS</u></b>			
070	CTT	Transaction Totals	O (M for DSCP)
080	SE	Transaction Set Trailer	M

The following information applies to **PRIME VENDORS** only!!

**Baseline Item Data (IT1):**

1. Contract Line Item Number (CLIN): The very **“FIRST CLIN”** as it appears on the Purchase Order, **“MUST”** be transmitted in the IT101. Data is required in all IT1 segments.

a. If the **“FIRST CLIN”** was **“NOT”** delivered, the CLIN must still be transmitted in the IT101; and ZERO fill the quantity and price field(s).

b. This is Optional. If additional CLIN(s) on the same Purchase Order have not been delivered, data **“MAY”** be transmitted, but is not required.

2. Contract lines CLIN(s) must be transmitted in line sequence as shown on each Purchase Order.

3. Separate Transaction Headers (ST segments) are required for each Purchase Order invoiced.

## Subsistence Total Order & Receipt System (STORES) EDI Information Page 5 of 19

4. Any “new” CLINS/line items, (substitutions & adds) must appear as the last line on the invoice. Adds “MUST” start with CLIN number 9999AA, 9999AB. As Call date’s change, 9999AA maybe recycled. SEE EXAMPLES...

- a) SP030098D1234 063A = CLIN # 9999AA  
063A = CLIN # 9999AB  
063A = CLIN # 9999AC
- b) SP030098D1234 064T = CLIN # 9999AA  
064T = CLIN # 9999AB  
064T = CLIN # 9999AC

SEG ID ST Transaction Set Header

POS NO010

REQ DES Mandatory

MAX USE 1

PURPOSE Indicates the start of transaction set and to assign a control number

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
ST01	143	Transaction Set Identifier Code Code uniquely identifying a Transaction set. 810 X12.2 Invoice	M/Z	ID	3/3
ST02	329	Transaction Set Control Number Identifying control number that must be unique within the Transaction set functional group assigned by the originator For a transaction set	M	AN	4/9
<b>NOTE:</b>  The transaction set identifier (ST01) used by the translation routine of interchange partners to select the appropriate transaction set definition. (e.g. 810 selects the invoice transaction set)					

### EXAMPLE

ST\*810\*000004110

SEG ID BIG Beginning Segment for Invoice

POS No020

REQ DES Mandatory

MAX USE 1

PURPOSE Indicates the beginning of an invoice transaction set and to  
Transmit identifying numbers and dates

Subsistence Total Order & Receipt System (STORES) EDI Information Page 6 of 19

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
BIG01	373	Invoice Date (YYMMDD) * Date of the invoice	M/Z	DT	6/6
BIG02	76	Invoice Number Identifying number assigned by issuer	M	AN	1/8
BIG04	324	Contract Number (PIIN) SP030098D1234 0 = numeric zero	M	AN	13/13
BIG05	328	Release Number/Call (e.g. 063A)	M	AN	4/4
BIG07	640	Transaction Type Code DI= Debit Invoice	M	ID	2/2
BIG08	353	Transaction Set Purpose Code ZZ = Mutually Defined	M	ID	2/2
<b>NOTE:</b> BIG04 - Do not transmit dashes or slashes BIG08 – Applied to Invoices for “ <b>PRIME VENDORS ONLY</b> ” ** Non-Prime Vendors <b>do not use</b> BIG08					

EXAMPLE

P.V. transmits BIG\*980303\*DSCP1111\*\*SP030098D1234\*063A\*\*DI\*ZZ  
 Non P.V. BIG\*980303\*DSCP1111\*\*SP030098D1234\*063A\*\*DI

Loop Repeat 200

SEG ID N1 Loop ID  
 POS NO070

REQ DES Optional (Mandatory for DSCP)  
 MAX USE 1

PURPOSE Identify a party by type of organization, name and code

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
N101	98	Entity Identifier Code ST = Ship To	M	ID	2/2
N102	93	Name (e.g. FT Sam Houston TX)	X	AN	1/35
N103	66	Identification Code Qualifier 10 = Dept of Defense Activity Address Code (DoDAAC)	X	ID	2/2

Subsistence Total Order & Receipt System (STORES) EDI Information Page 7 of 19

N104	67	Identification Code/DoDAAC (e.g. FT9068)	X	AN	6/6
------	----	---	---	----	-----

EXAMPLE

N1\*ST\*FT SAM HOUSTON TX\*10\*FT9068

SEG ID REF Reference Number

POS NO110

REQ DES Optional (Mandatory for DSCP)

MAX USE 12

PURPOSE Specify identifying numbers (DSCP-Purchase Order Number)

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
REF01	128	Reference I.D. Qualifier RQ = Purchase Requisition Number	M	ID	2/2
REF02	127	Reference I.D. / Purchase Order No. (e.g. FT906880631234)	X	AN	14/14

EXAMPLE

REF\*RQ\*FT906880631234

SEG ID ITD Terms of Sale

POS NO130

REQ DES Optional \*\* See Note Below

MAX USE >1

PURPOSE To specify terms of sale

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REG	TYPE	LENGTH
ITD01	336	Terms Type Code 16 = Prompt Payment Act	O	ID	2/2
ITD03	338	Terms Discount Percent Terms discount percentage, expressed as A percent, available to the purchaser if an Invoice is paid on or before the terms days due (e.g. 2% = 00.020)	O	R3	1/6

Subsistence Total Order & Receipt System (STORES) EDI Information Page 8 of 19

ITD04	370	Terms Discount Due Date (YYMMDD)	O	DT	6/6
ITD05	351	Terms Discount Days Due Number of days in the terms discount period By which payment is due if terms discount is earned (e.g. 15 = 015)	X	N	3/3
<b>NOTE:</b> Use only "IF" Contract Terms are better than current Contract Terms and Conditions in DSCP Contracts					

**EXAMPLE**

ITD\*16\*\*00.020\*980310\*015  
 Decimal uses one position in Length. Zero fill ITD03 and ITD05

SEG ID DTM Date/Time Reference  
 POS NO140  
 REQ DES Optional (Mandatory for DSCP)  
 MAX USE 10  
 PURPOSE To specify pertinent dates and times

**DATA ELEMENT SUMMARY**

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
DTM01	374	Date/Time Qualifier 011 = Shipped	M	ID	3/3
DTM02	373	Date (YYMMDD)	X	DT	6/6

**EXAMPLE**

DTM\*011\*980301

**PRIME VENDORS ONLY!!!**

Loop Repeat 200000

SEG ID IT1 Baseline Item Data (Invoice)  
 POS NO010  
 REQ DES Optional (Mandatory for DSCP) \*\*See Note Below  
 MAX USE 1  
 PURPOSE Specify the basic and most frequently used line item data  
 (CLIN level) for the invoice and related transactions

**DATA ELEMENT SUMMARY**

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
-----	--------	-------------	-----	------	--------

Subsistence Total Order & Receipt System (STORES) EDI Information Page 9 of 19

IT101	350	Assigned Identification Contract Line Item Number (CLIN) **(e.g. 0001)	O/Z	AN	4/6
IT102	358	Quantity Invoiced (e.g. 10 = 000000010)	X	N	1/9
IT103	355	Unit or Basic Measurement	X	ID	2/2
IT104	212	Price-extended CLIN \$\$ Amt *decimal uses one position length (e.g. 25.50 = 0000025.50)	X	R2	1/10
IT106	235	Product/Service I.D. Qualifier FS = National Stock Number	X	ID	2/2
IT107	234	Product/Service I.D. NSN (e.g. 891500E210123)	X	AN	13/13
IT108	235	Product/Service I.D. Qualifier ZZ = Mutually Defined	X	ID	2/2
IT109	234	Product/Service I.D. PV = Prime Vendor	X	AN	2/2
<b>NOTE: PRIME VENDORS ONLY:::</b> Data required in all segments.					

**EXAMPLE**

IT1\*0001 \*10\*CA\*\*0000025.50\*\*FS\*891500E210123\*ZZ\*PV  
Refer to page 1A **"IF"** CLIN was **NOT shipped-** (e.g. zero fill quantity and price field)

**NON-PRIME VENDORS ONLY!!!**

Loop Repeat 200000

SEG ID IT1 Baseline Item Data (Invoice)  
POS NO010  
REQ DES Optional (Mandatory for DSCP) **\*\*See Note Below**  
MAX USE 1

PURPOSE Specify the basic and most frequently used line item data  
(CLIN level) for the invoice and related transactions

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
IT101	350	Assigned Identification Contract Line Item Number (CLIN) (e.g. 0001)	O/Z	AN	4/6
IT102	358	Quantity Invoiced (e.g. 10 = 000000010)	X	N	1/9

Subsistence Total Order & Receipt System (STORES) EDI Information Page 10 of 19

IT103	355	Unit or Basic Measurement	X	ID	2/2
IT104	212	Unit Price Amount *decimal uses one position length (e.g. 2.50 = 0000002.50)	X	R2	1/10
IT106	235	Product/Service I.D. Qualifier FS = National Stock Number	X	ID	2/2
IT107	234	Product/Service I.D. (e.g. 891500E210123)	X	AN	13/13
<p><b>NOTE: NON PRIME VENDORS ONLY::::</b> Data required in all of the above segments.  <b>EXAMPLE</b></p> <p>IT1*0001 *10*CA*0000002.50*FS*891500E210123</p>					

SEG ID TDS Total Monetary Value Summary

POS NO010

REQ DES Mandatory

MAX USE 1

PURPOSE Specify the total dollar amount of the invoice

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
TDS01	610	Amount of Total Invoice (e.g. 123.45 = 0000012345)	M	N2	1/10

<b>EXAMPLE</b>					
TDS*0000012345					

Loop Repeat 25

SEG ID SAC Service, Promotion, Allowance, or Charge Information

POS NO040

REQ DES Optional

MAX USE 1

PURPOSE To request or identify a service, promotion, allowance, or charge

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
SAC01	248	Allowance or Charge Indicator C = Charge	M/Z	ID	1/1
SAC05	610	Total Amount of Service (e.g. 30.50 = 0000003050)	O/Z	N2	1/10



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EXAMPLE

SAC\*C\*\*\*\*0000003050

SEG ID CTT Transaction Totals

POS NO070

REQ DES Optional (Mandatory for DSCP)

MAX USE 1

PURPOSE To transmit a hash total for a specific element in  
The transaction set

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
CTT01	354	Number of CLIN Line Items Invoiced	M	No	1/6

EXAMPLE

CTT\*125

SEG ID SE Transaction Set Trailer

POS NO080

REQ DES Mandatory

MAX USE 1

PURPOSE Indicates the end of the transaction set and provide the count of the  
Transmitted segments (including the beginning (ST) and ending  
(SE) segments)

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
SE01	96	Number of Included Segments	M	N	1/10
SE02	329	Transaction Set Control Number	M	AN	4/9

EXAMPLE

SE\*30\*000004110

## 832 Catalog (Vendor to DPSC)

### Description:

This inbound map is for a vendor catalog sent from an EDI vendor to DSCP. The 832 Catalog uses the standard EDI transaction set for the 832 Price/Sales Catalog. The highlighted elements are new segments/elements that have been added to our current 832 catalog.

Please note: CTP04 (Catch weight multiple) is required if CTP05 (Unit of Measure) is "LB".

<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>
<b>ST Transaction Set Header</b>	<b>ST01</b>	"832"	
	<b>ST02</b>	n/a	
<b>BCT Beginning Segment for Price/sales Catalog</b>	<b>BCT01</b>	"PC" - price catalog	
	<b>BCT02</b>	contract-number	13 AN
<b>DTM Date/Time Reference</b>	<b>DTM01</b>	"152" - effective date of change	
	<b>DTM02</b>	update-date	date
	<b>DTM03</b>	update-time (HHMMSS)	time
<b>LIN Item Identification</b>	<b>LIN01</b>	line-number	4 UI
	<b>LIN02</b>	"SW" - stock number	
	<b>LIN03</b>	stock-number	13 AN
	<b>LIN04</b>	"VP" - vendor part	
	<b>LIN05</b>	part-number	25 AN
	<b>LIN06</b>	"ZZ" - mutually defined to indicate the type of change	
	<b>LIN07</b>	update-indicator	1 AN
	<b>LIN08</b>	"ZZ" - mutually defined to indicate economic indicator	
	<b>LIN09</b>	economic indicator	2 AN
<b>PID Product/Item Description</b>	<b>PID01</b>	"F" - free form	
	<b>PID02</b>	"GEN" - general	
	<b>PID03</b>	n/a	
	<b>PID04</b>	n/a	
	<b>PID05</b>	DSCP item-description	80 AN
<b>P04 Item Physical Detail</b>	<b>PO401</b>	units-per-purchase-pack	4 UI
	<b>PO402</b>	package-size	8 explicit decimal 2 "12345.78"
	<b>PO403</b>	package-unit-of-measure	2 AN
	<b>PO404</b>	packaging-code	5 AN
	<b>PO406</b> (New elements - Currently not used)	Gross Weight	9,2 decimal
	<b>PO407</b>	Gross Weight Unit	2 ID
	<b>PO408</b>	Gross Volume	9,2 decimal
	<b>PO409</b>	Gross Volume Unit	2 ID

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<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>
<b>ITD Terms of Sale</b>	<b>ITD01</b>	"16" - Prompt Payment Act	
	<b>ITD02</b>	n/a	
	<b>ITD03</b>	n/a	
	<b>ITD04</b>	n/a	
	<b>ITD05</b>	n/a	
	<b>ITD06</b>	n/a	
	<b>ITD07</b>	n/a	
	<b>ITD08</b>	n/a	
	<b>ITD09</b>	n/a	
	<b>ITD10</b>	n/a	
	<b>ITD11</b>	n/a	
	<b>ITD12</b>	Brand Name	40 AN
<b>LDT Lead Time</b>	<b>(New segment - Currently not used)</b>		
	<b>LDT01</b>	Lead time code – "AU" = Shelf life (Mutually defined)	2 ID
	<b>LDT02</b>	Shelf life (# of months or days)	3 Integer
	<b>LDT03</b>	Shelf life Unit - "MO" = Month "DY" = Day	2 ID
<b>SAC Service, Promotion, Allowance, or Charge Information</b>	<b>(New segment - Currently not used)</b>		
	<b>SAC01</b>	"A" = Allowance	1 ID
	<b>SAC02</b>	"C260" – Discount – Incentive (NAPA)	4 ID
	<b>SAC05</b>	NAPA Allowance (\$)	10,2 decimal
	<b>SAC01</b>	"A" = Allowance	1 ID
	<b>SAC02</b>	"C300" – Discount – Special (Food Show)	4 ID
	<b>SAC05</b>	Food Show Allowance (\$)	10,2 decimal
	<b>SAC01</b>	"A" = Allowance	1 ID
	<b>SAC02</b>	"C310" – Discount – (Promotional)	4 ID
	<b>SAC05</b>	Promotional Allowance (\$)	10,2 decimal
	<b>SAC01</b>	"C" = Charge	1 ID
	<b>SAC02</b>	"C330" – Distribution fee	4 ID
	<b>SAC04</b>	Distribution fee category code	4 AN
	<b>SAC05</b>	Distribution fee for Unit of Measure	10,2 decimal
<b>CTP Pricing Information</b>	<b>CTP01</b>	n/a	
	<b>CTP02</b>	"STA" – standard price	

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<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>
	<b>CTP03</b>	vendor-price	10 explicit decimal 2
	<b>CTP04</b> (Currently "NA")	Catch weight multiple Number of units (in LB units) that must be ordered to purchase 1 case of product	6 Integer (entered for catch weight items only) otherwise blank
	<b>CTP05</b>	unit-of-measure	2 AN
	<b>CTP06</b>	"SEL" Price Multiplier Qualifier	3
	<b>CTP07</b>	ratio-numerator	4 UI
	<b>CTP08</b>	ratio-denominator	4 UI
<b>CTT Transaction Totals</b>	<b>CTT01</b>	total number of line items	4 UI
<b>SE Transaction Set Trailer</b>	<b>SE01</b>	number of included segments	
	<b>SE02</b>	transaction set control number	

**Example of 832:**

Below is an example of a typical 832 catalog.

Please note: the first item is an example of a non-catch eight item, while the second is an example of a catch weight item.

```

ST*832*0753
BCT*PC*SPM30007D3XXX
DTM*152*071114*183837
LIN*0001*SW*890501E192177*VP*88888888AAA      *ZZ*C*ZZ*0
PID*F*GEN***FISH, TUNA, CHUNK LT, POUCH, 6/43 OZ PG, A32
PO4*0006*00043.00*OZ*PG*16.1*LB*2.5*CF
ITD*16*****3 DIAMONDS
LDT*AU*180*DY
SAC*A*C260***1.10
SAC*A*C300***0.50
SAC*A*C310***0.75
SAC*C*C330**43*2.00
CTP**STA*0000057.30**CS*SEL*0006*0001
LIN*0002*SW*8905005437333*VP*99999999      *ZZ*C*ZZ*0
PID*F*GEN***TURKEY: FROZEN, TOM, 20 LB AVG.
PO4*0002*00020.00*LB*AVG*41.5*LB*3.4*CF
ITD*16*****HARVEST
LDT*AU*120*DY
SAC*A*C260***0.05
SAC*A*C300***0.01
SAC*A*C310***0.01
SAC*C*C330**10A*0.03
CTP**STA*0000001.68*40*LB*SEL*0040*0001
ITD*16*****MAUI
CTT*0002
SE*26*0753

```

## 850 Purchase Order

Outbound X12 850 Transaction, Version 3040

### Description:

This map is for a detailed purchase order 850 sent to an EDI capable vendor from DSCP. It is generated for each order placed by a customer in STORES.

### ISA – Interchange Control Header

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	I01	Authorization Information Qualifier	"00"	M	ID	2/2
02	I02	Authorization Information	Blank	M	AN	10/10
03	I03	Security Information Qualifier	"00"	M	ID	2/2
04	I04	Security Information	Blank	M	AN	10/10
05	I05	Interchange ID Qualifier	"ZZ" = Mutually defined	M	ID	2/2
06	I06	Interchange Sender ID	LAP DoDAAC	M	AN	15/15
07	I05	Interchange ID Qualifier	Vendor's ID qualifier	M	ID	2/2
08	I07	Interchange Receiver ID	Vendor ID	M	AN	15/15
09	I08	Interchange Date	Date of transmission	M	DT	6/6
10	I09	Interchange Time	Time of transmission	M	TM	4/4
11	I10	Interchange Control Standards Identifier	"U" = U.S. EDI Community	M	ID	1/1
12	I11	Interchange Control Version Number	"00200" = assigned value	M	ID	5/5
13	I12	Interchange Control Number	Control Number (matches IEA below)	M	N0	9/9
14	I13	Acknowledgement Requested	"0" = No acknowledgement requested	M	ID	1/1
15	I14	Usage Indicator	"P" = Production data	M	ID	1/1
16	I15	Component Element Separator	">"	M	AN	1/1

### GS – Functional Group Header

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	479	Functional Identifier Code	"PO" = Purchase Order	M	ID	2/2
02	142	Application Sender's Code	LAP DoDAAC	M	AN	2/15
03	124	Application Receiver's Code	Vendor ID	M	AN	2/15
04	373	Date	Date of transmission	M	DT	6/6

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05	337	Time	Time of transmission	M	TM	4/8
06	28	Group Control Number	Control Number (matches GE below)	M	N0	1/9
07	455	Responsible Agency Code	"X" = X12	M	ID	1/2
08	480	Version/Release/Industry/Identifier Code	EDI X12 Version (003040)	M	AN	1/12

**ST – Transaction Set Header**

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	143	Transaction Set Identifier Code	"850"	M	ID	3/3
02	329	Transaction Set Control Number	Control Number (matches SE below)	M	AN	4/9

**BEG – Beginning Segment for Purchase Order**

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	353	Transaction Set Purpose Code	"00" = Original	M	ID	2/2
02	92	Purchase Order Type Code	"NE" = New Order	M	ID	2/2
03	324	Purchase Order Number	Purchase Order Number	M	AN	1/22
04	328	<b>Release Number</b>	Call Number	O	AN	1/30
05	373	<b>Date</b>	Purchase Order Date	M	DT	6/6
06	367	<b>Contract Number</b>	Contract number	O	AN	1/30

**DTM – Date/Time Reference**

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	374	Date/Time Qualifier	"002" = Delivery Requested	M	ID	3/3
02	373	Date	Required Delivery Date	M	DT	6/6

**N1 – Name**

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	98	Entity Identifier Code	"ST" = Ship To	M	ID	2/2
02	93	Name	NA	M	AN	1/35
03	66	Identification Code Qualifier	"10" = DODAAC	M	ID	2/2
04	67	Identification Code	Ship to DODAAC	M	AN	2/17

**N2 – Additional Name Information**

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
-------------	-----------	----------	----------	-----	------	--------

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01	93	Name	Facility	M	AN	1/35
02	93	Name	Building	O	AN	1/35

**N3 – Address Information**

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	166	Address Information	Address Line 1	M	AN	1/35
02	166	Address Information	Address Line 2	M	AN	1/35

**N4 – Geographic Location**

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	19	City Name	City	O	AN	2/30
02	156	State or Province Code	State	O	ID	2/2
03	116	Postal Code	Zip	O	ID	3/11

**PO1 – Baseline Item Data**

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	350	Assigned Identification	Line number	O	AN	1/11
02	330	Quantity Ordered	Quantity Ordered	M	R	1/9
03	355	Unit or Basis for Measurement Code	Unit of shipment	M	ID	2/2
04	212	Unit Price	Vendor Price	X	R	1/17
05	639	Basis of Unit Price Code	Not used	O	ID	2/2
06	235	Product/Service ID Qualifier	“VP” = Vendor’s (Seller’s) Part Number	M	ID	2/2
07	234	Product/Service ID	Part number	X	AN	1/40
08	235	Product/Service ID Qualifier	“SW” = Stock Number	M	ID	2/2
09	234	Product/Service ID	Part number	X	AN	1/40
10	235	Product/Service ID Qualifier	“ZZ” = Mutually Defined	M	ID	2/2
11	234	Product/Service ID	fic	X	AN	1/40

**PID – Product/Item Description**

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	349	Item Description Type	“F” = free-form	M	ID	1/1
02	750	Product/Process Characteristic Code	Not used	O	ID	2/3
03	559	Agency Qualifier Code	Not used	X	ID	2/2
04	751	Product Description Code	Not used	X	AN	1/12
05	352	Description	Item description	X	AN	1/80

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**N9 – Reference Number** (Segment only written if the order meets UGR-A definition listed in the MSG which follows.)

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	128	Reference Number Qualifier	WF = Locally Assigned Control Number	M	ID	2/2
02	127	Reference Number	Not used	X	AN	1/30
03	369	Free Form Description	UGR-A Exception Data	X	AN	1/45

**MSG – Message Text**

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	933	Free Form Message Text	Exception data (Sent only on UGR-A orders)	M	AN	1/264

**CTT – Transaction Totals**

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	354	Number of Line Items	Total items per PO	M	N0	1/6
02	347	Hash Total	Total dollar value per PO	O	R	1/10

**SE- Transaction Set Trailer**

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	96	Number of Included Segments	Number of Segments	M	N0	1/10
02	329	Transaction Set Control Number	Control Number (matches ST above)	M	AN	4/9

**GE – Functional Group Trailer**

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	97	Number of Transaction Sets Included	Number of Transaction Sets	M	N0	1/6
02	28	Group Control Number	Control Number (matches GS above)	M	N0	1/9

**IEA – Interchange Control Trailer**

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	116	Number of Included Functional Groups	Number of Groups	M	N0	1/5
02	112	Interchange Control Number	Control Number (matches ISA above)	M	N0	9/9

**Explanation of the Example:**

The following example illustrates how an 850 would be formatted when sent to a vendor.



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Please note: Vendors should be prepared to accept multiple orders from the same customer on any given day.

**ISA~00~        ~00~        ~ZZ~M0026A        ~ZZ~Vendor ID**  
**~010907~1036~U~00200~000456789~0~P~>**  
**GS~PO~M0026A~Vendor ID~010907~1036~123456789~X~003040**  
**ST~850~0001**  
**BEG~00~NE~purchase\_order\_number~call\_number~purchase\_order\_date~contract\_number**  
**DTM~002~required\_delivery\_date**  
**N1~ST~~10~ship\_to\_dodaac**  
**N2~facility~building**  
**N3~address\_line\_1~address\_line\_2**  
**N4~city~state~zip**  
**PO1~line\_number~quantity\_ordered~unit\_of\_shipment~vendor\_price~~VP~part\_number~SW~stock\_number~ZZ~fic**  
**PID~F~~~~item\_description**  
**N9~WF~~UGR-A Exception Data**  
**MSG~exception\_text**  
**CTT~total\_items\_per\_po~total\_dollars\_per\_po**  
**SE~13~0001**  
**GE~1~123456789**  
**IEA~1~000456789**

## Vendor User Manual



**The entire FFAVORS manual is available as  
an electronic file.**

***FFAVORS Web***

**Fresh Fruits and Vegetables Order Receipt System**

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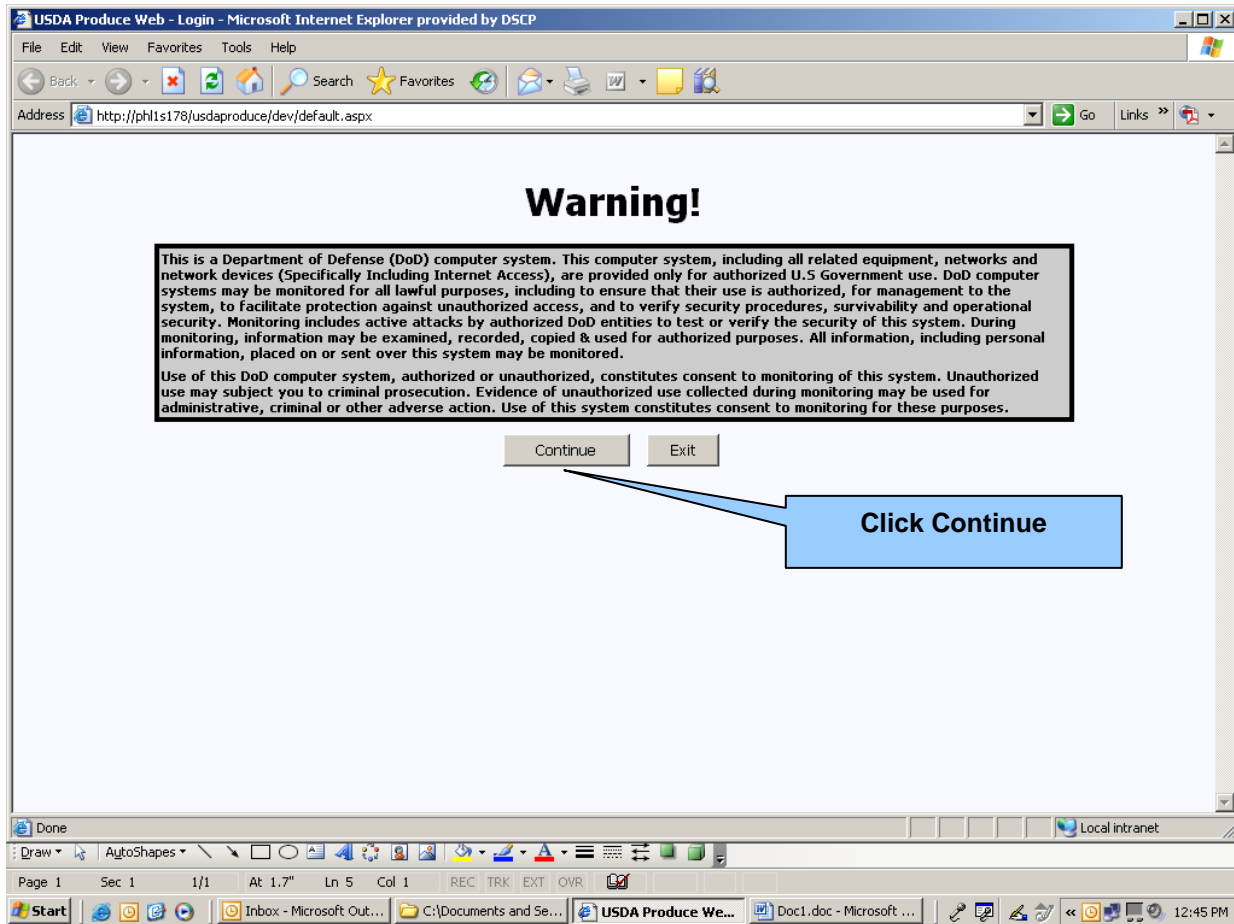


## Connecting to FFAVORS Web

1. Log in to the FFAVORS Web at:

<https://www.ffavorsweb.DLA Troop Support.dla.mil>

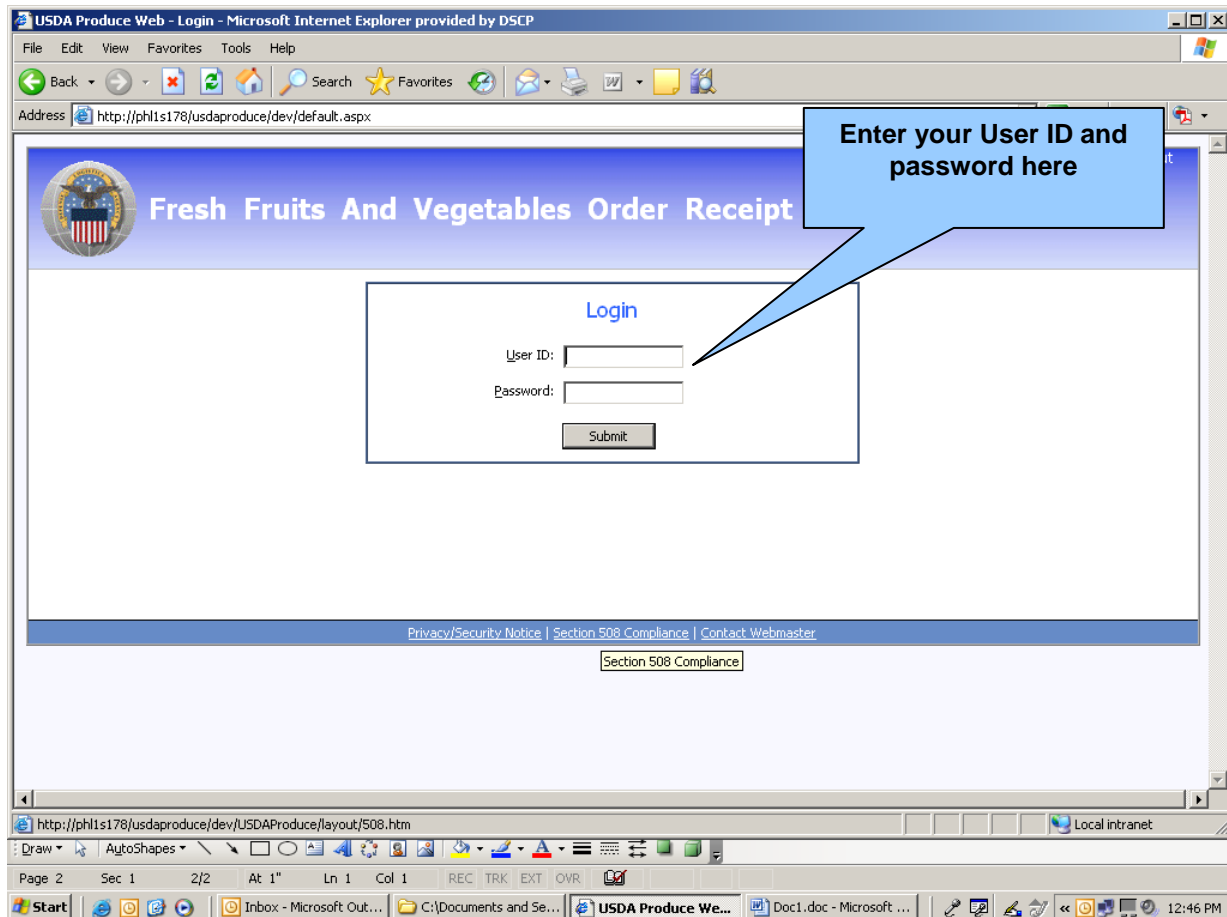
Warning screen stating the rules of authorized use of DoD systems will appear – click **Continue**



2. You will be prompted to put in your User ID and password. Enter your assigned User ID and password and click **Submit**. If a User ID and Password were not assigned to you, please contact your DLA Troop Support Account Specialist. You will be given a temporary password which you will have to change immediately upon entering the application \*\*.

\*\*Passwords must be changed every 60 days and be a minimum of 9 characters with a maximum of 15 characters, and contain at least 2 uppercase letters, 2 lowercase letters, 2 numeric characters and 2 special characters. Special characters include ~ ! @ # \$ % ^ & \* ( ) + = { } : ; < > , . ? / | \ ' .

**CAUTION:** If you are having trouble logging in, it may be because the CAPS lock is on. Ensure your CAPS lock is off and try logging in again. After two unsuccessful attempts to login, your account will be locked. You must wait and try again later or contact your DLA Troop Support Account Specialist to have your password reset.



### 3. First Time User Agreement and Registration screens:

The first time you log in, you will be prompted to read and accept the terms of FFAVORS Website User Agreement (Rules of Behavior). You will also be prompted to view a registration screen. After ensuring all the information on the registration screen is correct, you can click **Register** to continue. Both of these screens are shown below:

**NOTE:** You only have the ability to update the email address provided on the registration screen. If any other information on the screen needs to be updated, you should log out immediately and contact your DLA Troop Support Account Specialist for resolution.

Fresh Fruits And Vegetables Order Receipt System  
**WEBSITE USER AGREEMENT**

TO ALL Fresh Fruits And Vegetables Order Receipt System WEBSITE USERS: PLEASE BE AWARE OF THE USER SECURITY RULES OF BEHAVIOR. BY VIRTUE OF YOUR USE OF Fresh Fruits And Vegetables Order Receipt System WEBSITE, YOU ARE IN AGREEMENT OF THESE RULES.

As a user of the Fresh Fruits And Vegetables Order Receipt System site, you agree to the following rules of behavior. The rules clearly delineate the responsibilities and expectations for all individuals with access to the Fresh Fruits And Vegetables Order Receipt System site. Failure to comply with these rules may result in the termination of your access to Fresh Fruits And Vegetables Order Receipt System and/or other sanctions as appropriate.

The below rules are not intended to replace existing local or DoD policies regarding network usage or internet/intranet access.

As a user of Fresh Fruits And Vegetables Order Receipt System:

- I understand that I am responsible for the security of my login ID and my password.
- I understand that I may be held accountable for anything that occurs on Fresh Fruits And Vegetables Order Receipt System under my login ID and password.
- I understand that passwords will not be shared or displayed on my workstation or PC. I understand that if a password is written down, it will be protected with the same care as used to protect the personal identification number (PIN) for a credit card or bankcard.
- I understand that passwords will not be electronically stored. This includes the use of "hot keys" and macros that are intended to "shortcut" the authentication process.
- I understand that access is granted on need-to-know or least privilege basis. I will not attempt to circumvent established security configurations to gain more access.
- I understand that I will not modify my PC configuration settings to circumvent established security practices.
- I will not attempt to run "sniffer" or hacker-related tools on Fresh Fruits And Vegetables Order Receipt System.
- If I observe anything on the system while I am using Fresh Fruits And Vegetables Order Receipt System that indicates inadequate security, I will immediately notify the Fresh Fruits And Vegetables Order Receipt System system administrator and my local ISSO/ISSM or other authorized personnel.
- I understand that use of Fresh Fruits And Vegetables Order Receipt System constitutes consent to monitoring. Fresh Fruits And Vegetables Order Receipt System is monitored to ensure that use is authorized and that users follow security procedures. Monitoring is also performed to ensure system integrity.
- I will handle all sensitive information on an appropriate basis.
- I will comply with all security guidance issued by the Fresh Fruits And Vegetables Order Receipt System system administrator.

Your Fresh Fruits And Vegetables Order Receipt System registration is conditional upon your acceptance of these terms for your records.

Do you accept these terms?

Privacy/Security Notice | Section 508 Compliance | Contact Webmaster

**Read these terms and, if in agreement, choose Yes to accept the terms**

Subsistence Order Processing System - User Registration - Microsoft Internet Explorer provided by DSCP

Address: http://ph1s178/usdaproduce/dev/RulesOfBehavior.aspx?\_tz=71B2428294346E676BF521B67468BF369556A8CB

### User Registration

**Application User Data**

User Id: 04XD91

Email Address:

First Name: Chris

Last Name: Lepczyk

Citizenship: United States

Designation Of Person: Civilian

**Vendor Demograph**

Cage Code: 04XD9

Vendor Name: H&S PRODUCE CO.

Address 1: 308 PETERSON DRIVE

Address 2:

City: ELIZABETHTOWN

State: Kentucky

Zip/Postal Code: 42701

Country Code: US

**Click Register to continue if this screen is ok**

CAGE CODE	CONTRACT NUMBER	CONTRACT BEGIN DATE	CONTRACT END DATE
04XD9	SPM300-06-D-CC06	Oct 01, 2005	Sep 30, 2007
1			

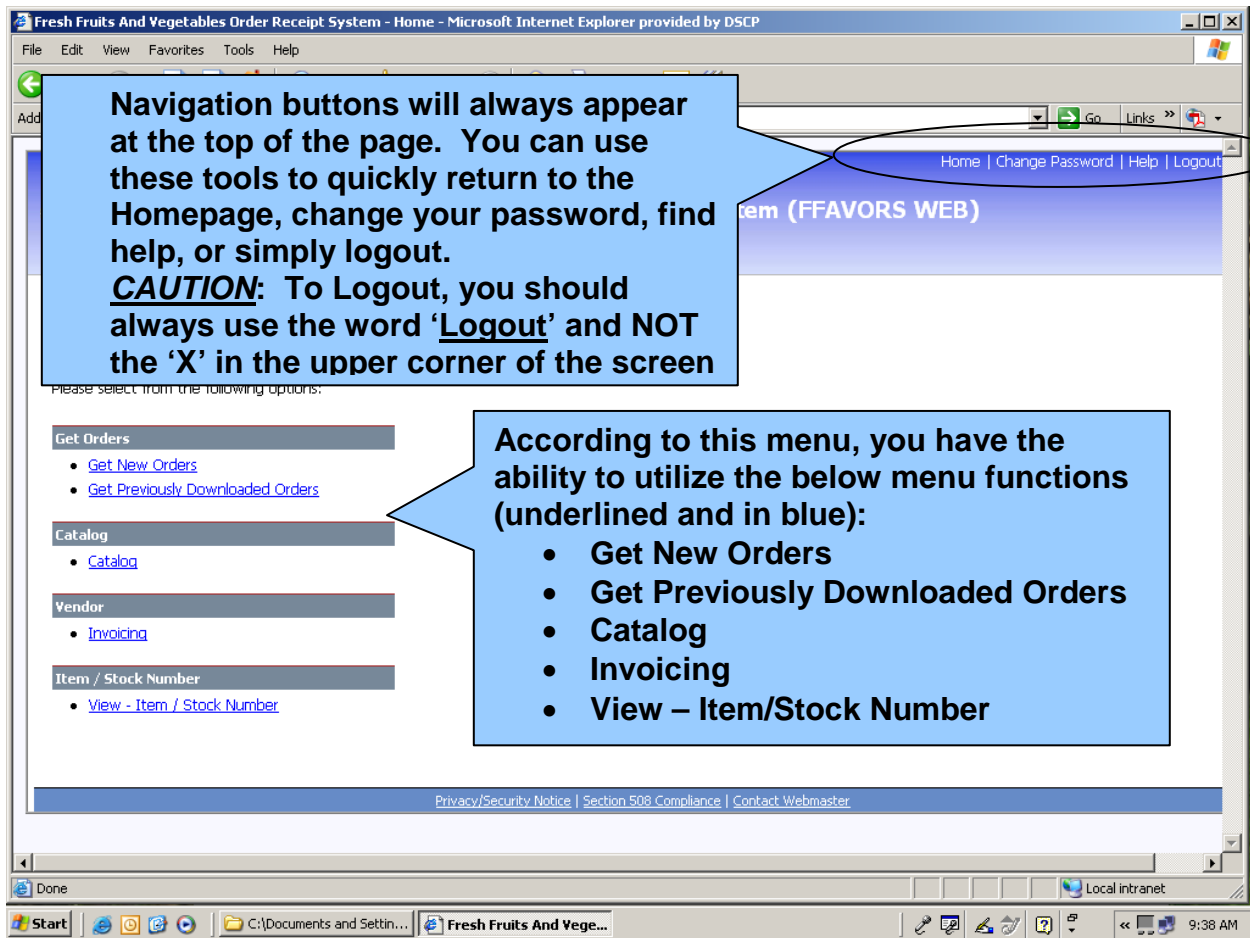
Register Exit

Done

Start | Inbox - Microsoft Outlook | VendorGuide.doc - Micro... | Subsistence Order Pr... | Local intranet | 3:09 PM



4. Vendor Home Page will look similar to this:

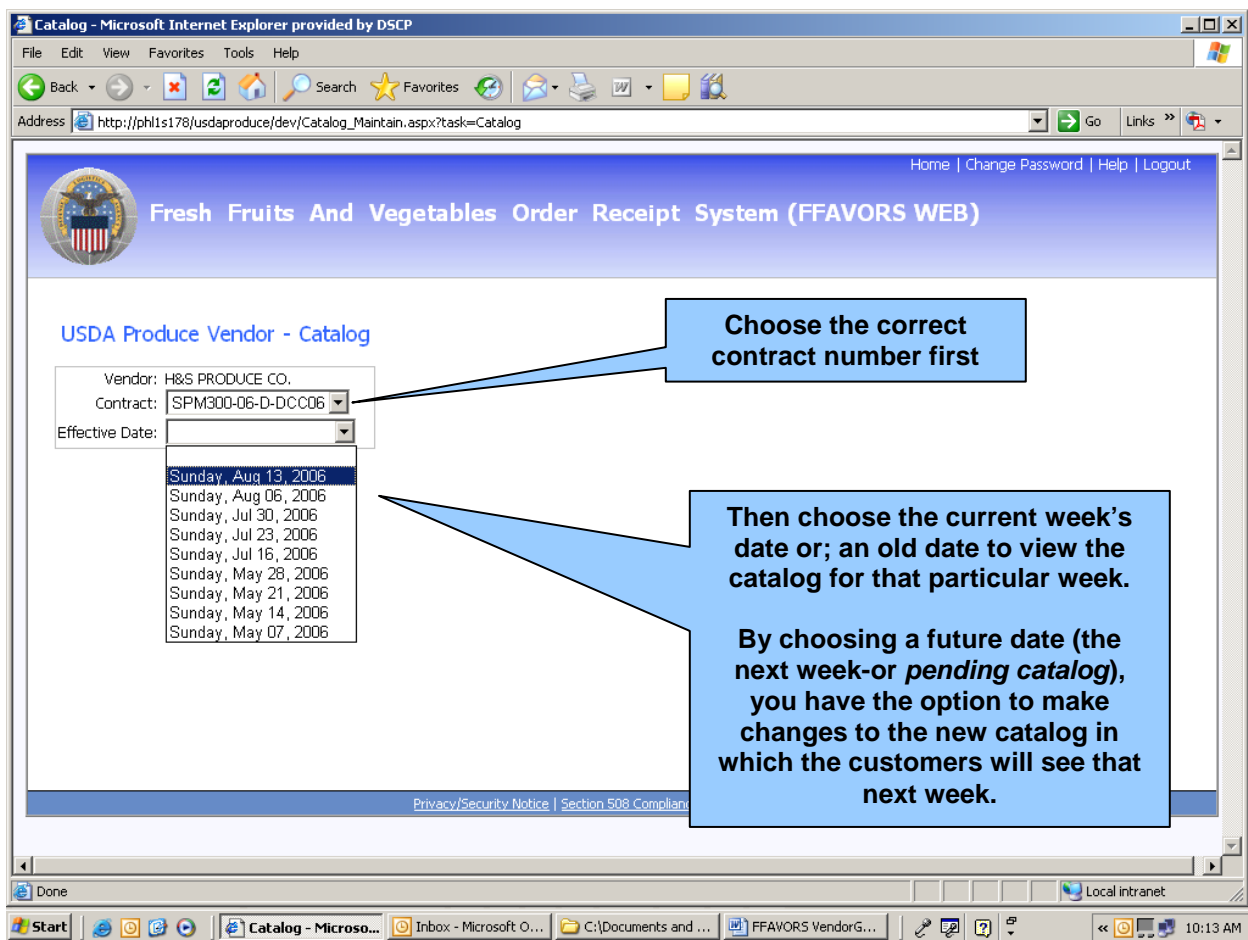


## Maintaining the Catalog

This process will allow you to update catalog prices for the following week, add new items, or delete items. Effective dates for vendor catalogs will run from Sunday – Saturday. Price changes must **be submitted by the vendor by 12:30 p.m. EST on the Thursday before the** new catalog is to go into effect. New catalogs will be made available to USDA customers Sunday morning (the day new prices are effective).

### Creating/Updating a catalog

After choosing **Catalog** from the main homepage, you will see the following screen:



Example of a **CURRENT** week's catalog (no changes can be made to the current week's catalog):

Click the page numbers to go to the next page of items

Notifies you that this is the current week's catalog

Shows the status of each item – descriptions of the status codes are on the bottom of the page

ITEM ID	VENDOR	DESCRIPTION	UNIT OF ISSUE	UNITS PER CASE	COST PRICE	SOURCE OF SUPPLY	PREV WEEK COST PRICE	BASLINE COST PRICE	STATUS
1401	891501E050200	APPLE CHL SLICE 7 LB BG 6/CS	LB	6	\$ 5.33	CONUS	\$ 5.33	\$ 5.00	Unchanged
1414	891501E050202	APPLE SLICE 2 OZ BG 200/CS	LB	200	\$ 3.33	CONUS	\$ 3.33	\$ 3.33	Unchanged
1417	891501E050419	PINEAPPLE 4 LB EA	LB	1	\$ 3.33	CONUS	\$ 3.33	\$ 3.33	Unchanged
1420	891501E050191	W-MELON US#1 700 LB AVG CS	LB	1	\$ 5.13	CONUS	\$ 5.13	\$ 5.13	Unchanged
1421	891501E050192	W-MELON SEEDLS US#1 700 LB AVG CS	LB	1	\$ 12.00	CONUS	\$ 12.00	\$ 12.00	Unchanged
144A	891501E050522	APPLE&CARAMELDIP CHL 2 OZ CO 25 LB CS	LB	1	\$ 3.45	CONUS	\$ 3.45	\$ 3.45	Unchanged
144B	891501E050175	KIWI FRUIT US#1 30-38/CS	CO	1	\$ 0.05	CONUS	\$ 0.05	\$ 0.05	Unchanged
144C	891501E050146	BLKBERRIES 12-1/2 PT PG/ 6 LB CO	CO	12	\$ 2.75	CONUS	\$ 2.75	\$ 2.99	Unchanged
144D	891501E050147	BLUBERRIES 12 1 PT PG/6 LB CO	CO	12	\$ 4.20	OCONUS	\$ 4.20	\$ 4.23	Unchanged
144E	891501E050149	WATERMELON SEEDLESS BOX	BX	60	\$ 14.88	CONUS	\$ 14.88	\$ 14.90	Unchanged

Catalog items=23 | New=4 | Changed=2 | Unchanged=17

Example of **PENDING** catalog (If you choose the date for the upcoming week). You have the ability to add and delete an item or change an item's price.

USDA Produce Vendor - Catalog

Vendor: H&S PRODUCE CO.  
Contract: SPM300-06-D-DC006  
Effective Date: Sunday, Aug 13, 2006

**PENDING CATALOG**

Notice Date change and the words "Pending Catalog"

You have the ability to delete items, add "New Items" or change the cost of items to the new 'pending catalog'.

ITEM	UNIT OF ISSUE	UNITS PER CASE	COST PRICE	SOURCE OF SUPPLY	PREV WEEK COST PRICE	BASELINE COST PRICE	STATUS
7 LB BG 6/CS	LB	6	\$ 50.00	CONUS	\$ 5.33	\$ 5.00	●
2 OZ BG 200/CS	LB	200	\$ 8.00	CONUS	\$ 4.99	\$ 4.99	●
LB EA	LB	1	\$ 3.00	CONUS	\$ 3.00	\$ 3.00	◆
#1 700 LB AVG CS	LB	1	\$ 5.00	CONUS	\$ 5.00	\$ 5.00	◆
EDLS US#1 700 LB AVG CS	LB	1	\$ 12.23	CONUS	\$ 12.23	\$ 12.23	◆
MELDIP CHL 2 OZ CO 25 LB	LB	1	\$ 3.75	CONUS	\$ 3.75	\$ 3.75	●
14A03 891501E050175 KIWIFRUIT US#1 30-38/CS	CO	1	\$ 0.05	CONUS	\$ 0.05	\$ 0.05	◆
14B43 891501E050146 BLKBERRIES 12-1/2 PT PG/ 6 LB CO	CO	12	\$ 2.00	CONUS	\$ 2.75	\$ 2.99	●
14B44 891501E050147 BLUBERRIES 12 1 PT PG/6 LB CO	CO	12	\$ 4.20	CONUS	\$ 4.20	\$ 4.23	◆
14B45 891501E050149 WATERMELON SEEDLESS BOX	BK	60	\$ 14.88	CONUS	\$ 14.88	\$ 14.90	◆

Status now "Changed" because all prices were updated by the user

1 2 3 Catalog items=24 | ★ New=1 | ● Changed=6 | ◆ Unchanged=17

Save New Items Show All Print

## Adding Items to a Catalog/Updating Cost Prices:

Reminder: Items can only be added to your catalog after negotiation with your designated DLA Troop Support Contracting Officer .

1. Choose **Catalog** from the Homepage.
2. Choose the date for the upcoming 'pending catalog'. Catalog will reflect all the items and prices from the *current week*. You *must* make price changes for the upcoming week. If you do not make any changes or do not create a pending catalog, than the prices in effect for the current week will continue to be in effect next week.
3. To add items to the catalog, click on the button, **New Items**.

3. Once in the 'pending catalog', click "New Items" to add items to the catalog

Effective Date: Sunday, **PENDING CATALOG**

DELETE?	ITEM CD	STOCK NUMBER	DESCRIPTION	UNIT OF ISSUE	UNITS PER CASE	COST PRICE	SOURCE OF SUPPLY	PREV WEEK COST PRICE	BASELINE COST PRICE	STATUS
<input type="checkbox"/>	14012	891501E050200	APPLE CHL SLICE	LB	6	\$ 50.00	CONUS	\$ 5.33	\$ 5.00	●
<input type="checkbox"/>	14144	891501E050202	APPLE SLICE 2 OZ BG	LB	200	\$ 8.00	CONUS	\$ 4.99	\$ 4.34	●
<input type="checkbox"/>	14179	891501E050419	PINEAPPLE 4 LB EA	LB	1	\$ 3.00	CONUS	\$ 3.00	\$ 3.33	◆
<input type="checkbox"/>	14204	891501E050191	W-MELON US#1 700 LB AV	LB	1	\$ 5.00	CONUS	\$ 5.00	\$ 5.13	◆
<input type="checkbox"/>	14210	891501E050192	W-MELON SEEDLS US#1 700 LB	LB	1	\$ 12.23	CONUS	\$ 12.23	\$ 12.00	◆
<input type="checkbox"/>	14A01	891501E050522	APPLE&CAMELDIP CHL 2 OZ CS	LB	1	\$ 3.75	CONUS	\$ 3.50	\$ 3.45	●
<input type="checkbox"/>	14A03	891501E050175	KIWI/FRUIT US#1 30-38/CS	CO	1	\$ 0.05	CONUS	\$ 0.05	\$ 0.05	◆
<input type="checkbox"/>	14B43	891501E050146	BLKBERRIES 12-1/2 PT PG/ 6 LB CO	CO	12	\$ 2.00	CONUS	\$ 2.75	\$ 2.99	●
<input type="checkbox"/>	14B44	891501E050147	BLUBERRIES 12 1 PT PG/6 LB CO	CO	12	\$ 4.20	CONUS	\$ 4.20	\$ 4.23	◆
<input type="checkbox"/>	14B45	891501E050149	WATERMELON SEEDLESS BOX	CO	60	\$ 14.88	CONUS	\$ 14.88	\$ 14.90	◆

Catalog items=24 | New=1 | Changed=6 | Unchanged=17

Save New Items Show All Print

4. Check the boxes under 'Select' for the items that you wish to add. NOTE: To page through the catalog, you can click on the page numbers in the bottom corner of the screen.
5. When you are finished selecting the items, click **Insert to Catalog** to add these items.
6. Click **Return to Catalog** to return to the *pending catalog*.

The screenshot shows a web browser window titled "Catalog - Microsoft Internet Explorer provided by DSCP". The page is titled "USDA Produce Vendor - New Items". It features a search bar with a dropdown menu for "PRODUCE CO." (currently showing "SPM300-06-D-DCC06") and a date selector for "Sunday, Aug 13, 2006". A "PENDING CATALOG" label is visible. Below the search bar is a table with columns: SELECT?, ITEM, STOCK NUMBER, DESCRIPTION, UNIT OF ISSUE, UNITS PER CASE, UNIT OF WEIGHT, SOURCE OF SUPPLY, and GROUP CD. The table contains several rows of produce items. A blue callout box with the text "4. Place a check in the Select column for those items to be added." points to the "SELECT?" column. Another blue callout box with the text "5. Click the Insert to Catalog button" points to the "Insert to Catalog" button. A third blue callout box with the text "6. Return to Catalog after you have added the items you want to add" points to the "Return to Catalog" button. The table also includes pagination controls at the bottom left (1 2 3 4 5 6 7 8 9 10 ...) and a total item count at the bottom right (Items=963).

SELECT?	ITEM	STOCK NUMBER	DESCRIPTION	UNIT OF ISSUE	UNITS PER CASE	UNIT OF WEIGHT	SOURCE OF SUPPLY	GROUP CD
<input type="checkbox"/>	11	111111E051111	test test test	LB	10000	1	OCONUS	X
<input type="checkbox"/>	14028	891501E050201	APPLE SLICE 3 LB BG 10/CS	LB	10	30	OCONUS	V
<input checked="" type="checkbox"/>	14178	891501E050418	PINEAPPLE CT 40 LB CO	LB	5	40	CONUS	F
<input checked="" type="checkbox"/>	14A02	891501E050184	ORANGES 113 CT 35 LB CS	LB	1	35	CONUS	F
<input type="checkbox"/>	14A07	891501E050185				40	OCONUS	F
<input type="checkbox"/>	14A08	891501E050501				1	CONUS	F
<input type="checkbox"/>	14A09	891501E050502	BANANA 1-B PU	LB	1	1	OCONUS	F
<input type="checkbox"/>	14A13	891501E050503	BANANA 1-C PUE	LB	1	1	OCONUS	F
<input type="checkbox"/>	14A14	891501E050491	APPLES R/D 163 CT	LB	163	40	CONUS	F
<input type="checkbox"/>	14A15	891501E050492	APPLES G/D 163 CT 40	LB	163	40	CONUS	F

7. When you have been returned to the catalog, you must insert the cost price for the new items that were just added. You can find these newly added items by either looking for the STAR ★ (new item status), the Item Code of the new item, or by looking for the items with a cost price of 0.00. Items will be in Item Code order.

**IMPORTANT:** Make sure the Source of Supply is correct for each item (see **NOTE** on the bottom of this page).

8. After checking to ensure a price is filled in for each of the new items, click **Save** to complete the process of entering these prices into the system. It is o.k. to leave an item with a \$0.00 cost price if the cost is not readily available, however, any items left with a 0.00 cost price will prompt a warning message alerting you. If the price is not entered before the catalog cutoff time, the item will be dropped from the catalog for the next week.

USDA Produce Vendor - Catalog

Vendor: H&S PRODUCE CO.  
Contract: SPM300-06-D-DCC06  
Effective Date: Sunday, Aug 13, 2006 **PENDING CATALOG**

-- Select Field --  
Search Add Clause Remove Clause

DEL	ITEM CODE	DESCRIPTION	UNITS PER CASE	COST PRICE	SOURCE OF SUPPLY	PREV WEEK COST PRICE	STATUS
<input type="checkbox"/>	14144	891501E050202 APPLE SLICE 2 OZ BG 200/CS	6	\$ 50.00	CONUS	\$ 5.33	●
<input type="checkbox"/>	14178	891501E050418 PINEAPPLE CT 40 LB CO	5	\$ 0.00	CONUS	\$ 0.00	★
<input type="checkbox"/>	14179	891501E050419 PINEAPPLE 4 LB EA	1	\$ 3.00	CONUS	\$ 3.00	◆
<input type="checkbox"/>	14204	891501E050191 W-MELON US#1 700 LB AVG CS	1	\$ 5.00	CONUS	\$ 5.00	◆
<input type="checkbox"/>	14210	891501E050192 W-MELON SEEDLS US#1 700 LB AVG CS	1	\$ 12.23	CONUS	\$ 12.23	◆
<input type="checkbox"/>				\$ 3.75	CONUS	\$ 3.50	●
<input type="checkbox"/>				\$ 0.00	CONUS	\$ 0.00	★
<input type="checkbox"/>	14A03	891501E050175 KIWI/FRUIT US#1 3	CO	\$ 0.05	CONUS	\$ 0.05	◆
<input type="checkbox"/>	14B43	891501E050146 BLKBERRIES 12-1/2	CO	\$ 2.00	CONUS	\$ 2.75	●

1 2 3

Catalog items=26 | ★ New=6 | ◆ Unchanged=17

Save New Items Show All Print

**NOTE:** It is very important to mark any items that are procured outside the continental United States as "CONUS". Use the drop down arrow in the "Source of Supply" column to choose the correct source of supply for each item.

Once you've clicked save, notice the price is now filled in the Cost Price column, you will see a message that the save was successful, and because this is the first time these items have been entered into this particular catalog, the baseline cost price field has also been updated for these particular items that were added. \*\*

\*\*NOTE: Baseline cost price will update with the price the user put in for the first time. If you delete an item from the catalog and later re-add it, the baseline cost will be the initial negotiated price in which the item was added the first time it became part of the catalog.

Message to show the save was successful

Save successful.

USDA Produce Vendor - Catalog

Vendor: H&S PRODUCE CO.  
Contract: SPM300-06-D-DCC  
Effective Date: Sunday, Aug 13, 20

Cost price reflects what you have just added

DELETE?	ITEM CD	STOCK NUMBER	DESCRIPTION	UNIT OF ISSUE	UNITS PER CASE	ICE	SOURCE OF SUPPLY	PREV WEEK COST PRICE	BASLINE COST PRICE	STATUS
<input type="checkbox"/>	14012	891501E050200	APPLE CHL SLICE 7 LB BG 6/CS	LB	6	\$ 50.00	CONUS	\$ 5.33	\$ 5.00	
<input type="checkbox"/>	14144	891501E050202	APPLE SLICE 2 OZ BG 200/CS	LB	200	\$ 8.00	CONUS	\$ 4.99	\$ 4.34	
<input type="checkbox"/>	14178	891501E050418	PINEAPPLE CT 40 LB CO	LB	5	\$ 3.00	CONUS	\$ 0.00	\$ 3.00	
<input type="checkbox"/>	14179	891501E050419	PINEAPPLE 4 LB EA	LB	1	\$ 3.00	CONUS	\$ 3.00	\$ 3.33	
<input type="checkbox"/>	14204	891501E050191	W-MELON US#1 700 LB AVG CS	LB	1	\$		\$	\$ 5.13	
<input type="checkbox"/>	14210	891501E050192	W-MELON SEEDLS US#1 700 LB AVG CS	LB	1	\$		\$	\$ 12.00	
<input type="checkbox"/>	14A01	891501E050522	APPLE&CARAMELDIP CHL 2 OZ CO 25 LB CS	LB	1	\$		\$	\$ 3.45	
<input type="checkbox"/>	14A02	891501E050184	ORANGES 113 CT 35 LB CS	LB	1	\$		\$	\$ 4.00	
<input type="checkbox"/>	14A03	891501E050175	KIWI FRUIT US#1 30-38/CS	CO	1	\$		\$	\$ 0.05	
<input type="checkbox"/>	14B43	891501E050146	BLKBERRIES 12-1/2 PT PG/ 6 LB CO	CO	12	\$		\$	\$ 2.99	

Baseline Cost Price reflects the cost price you just entered because this is the first time this item has been added to the catalog

Save New Items Show All Print

Local intranet

Start Catalog - Microso... Inbox - Microsoft O... C:\Documents and ... FFAVORS VendorG... 10:36 AM



## Deleting items from the ‘pending catalog’

To delete an item from the catalog, you must first be in the pending catalog (you can only make changes to the pending catalog).

1. You should place a check in the Delete column for the items to be deleted. The cost price and source of supply will immediately gray out for those items. If you want to delete all the items for the entire catalog, the box directly under the delete should be checked.

**CAUTION:** If this box is checked, once the Save is selected, all items will be deleted.

2. Click **Save** to accept the changes.

3. A message will appear at the top of the screen stating the save was successful and you will notice the item(s) are now missing from the “pending catalog”

**This box should only be checked if the user wants to delete “ALL” items from the catalog**

**1. Place a check in the box under delete for the items to be deleted**

**2. Click Save to put the changes in effect for the following week**

**Cost price and source of supply for those checked items will immediately gray out even before hitting save**

DELETE?	ITEM CD	STOCK NUMBER	DESCRIPTION	UNIT	QTY	COST PRICE	SOURCE OF SUPPLY	PRICE	UNIT PRICE	STATUS
<input type="checkbox"/>	14012	891501E05				\$ 50.00	CONUS			
<input type="checkbox"/>	14144	891501E05020	2 OZ BG 200/CS	LB	200	\$ 8.00	CONUS			
<input type="checkbox"/>	14178	891501E05041	PINEAPPLE CT 40 LB CO	LB	5	\$ 3.00	CONUS			
<input type="checkbox"/>	14178	891501E050419	PINEAPPLE 4 LR EA	LB	1	\$ 3.00	CONUS			
<input checked="" type="checkbox"/>	14204	891501E05				\$ 5.00	CONUS	\$ 5.00	\$ 5.13	◆
<input type="checkbox"/>	14210	891501E05				\$ 12.23	CONUS	\$ 12.23	\$ 12.00	◆
<input type="checkbox"/>	14A01	891501E05				\$ 3.75	CONUS	\$ 3.50	\$ 3.45	●
<input type="checkbox"/>	14A02	891501E05				\$ 4.00	CONUS	\$ 0.00	\$ 4.00	★
<input type="checkbox"/>	14A03	891501E050175	KIWIFRUIT US#1 30-38/CS	CO	1	\$ 0.05	CONUS	\$ 0.05	\$ 0.05	◆
<input type="checkbox"/>	14B43	891501E050146	BLKBERRIES 12-1/2 PT PG/ 6	CO	12	\$ 2.00	CONUS	\$ 2.75	\$ 2.99	●

Catalog items=26 | ★ New=3 | ● Changed=6 | ◆ Unchanged=17

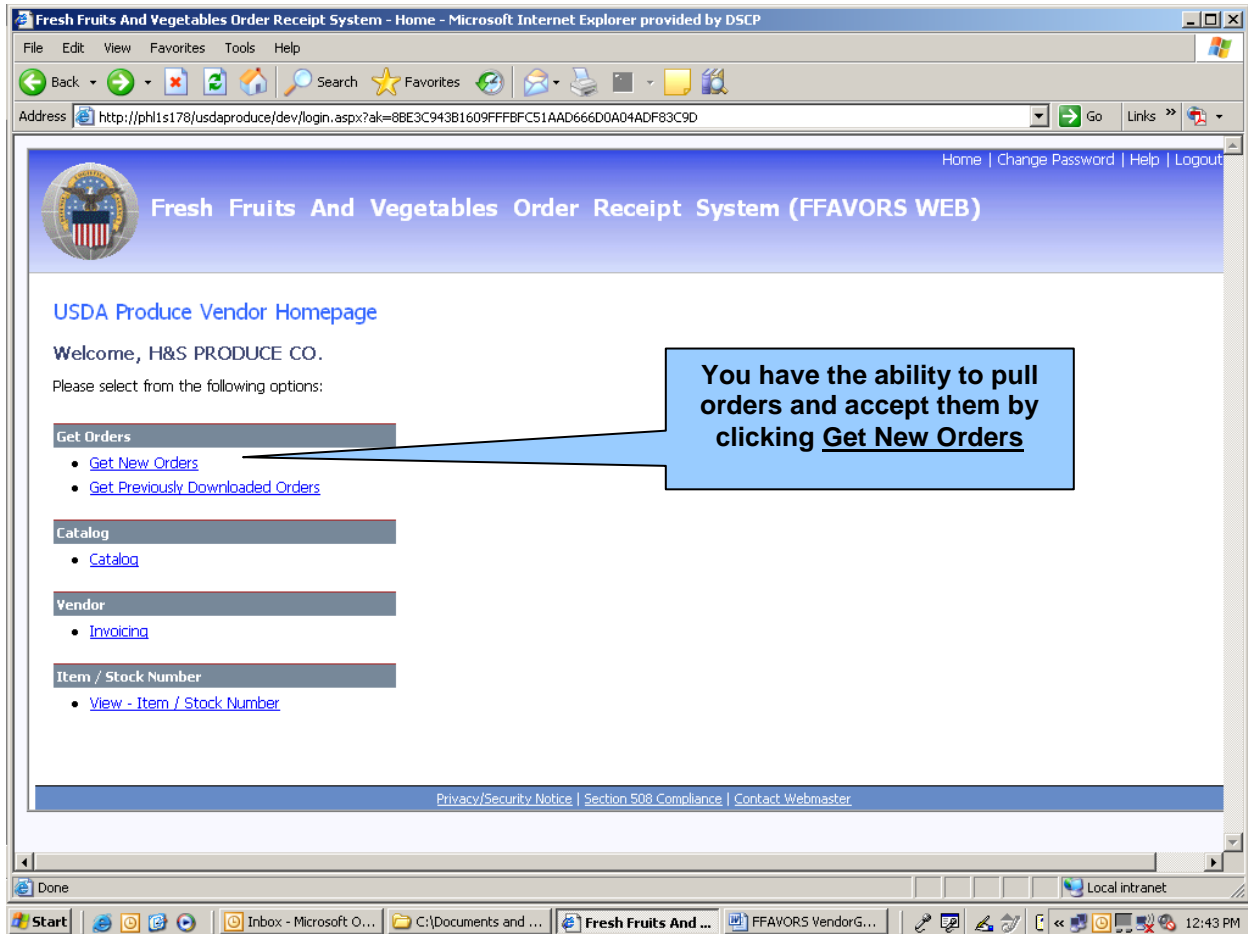
Save New Items Show All Print

Privacy/Security Notice | Section 508 Compliance | Contact Webmaster

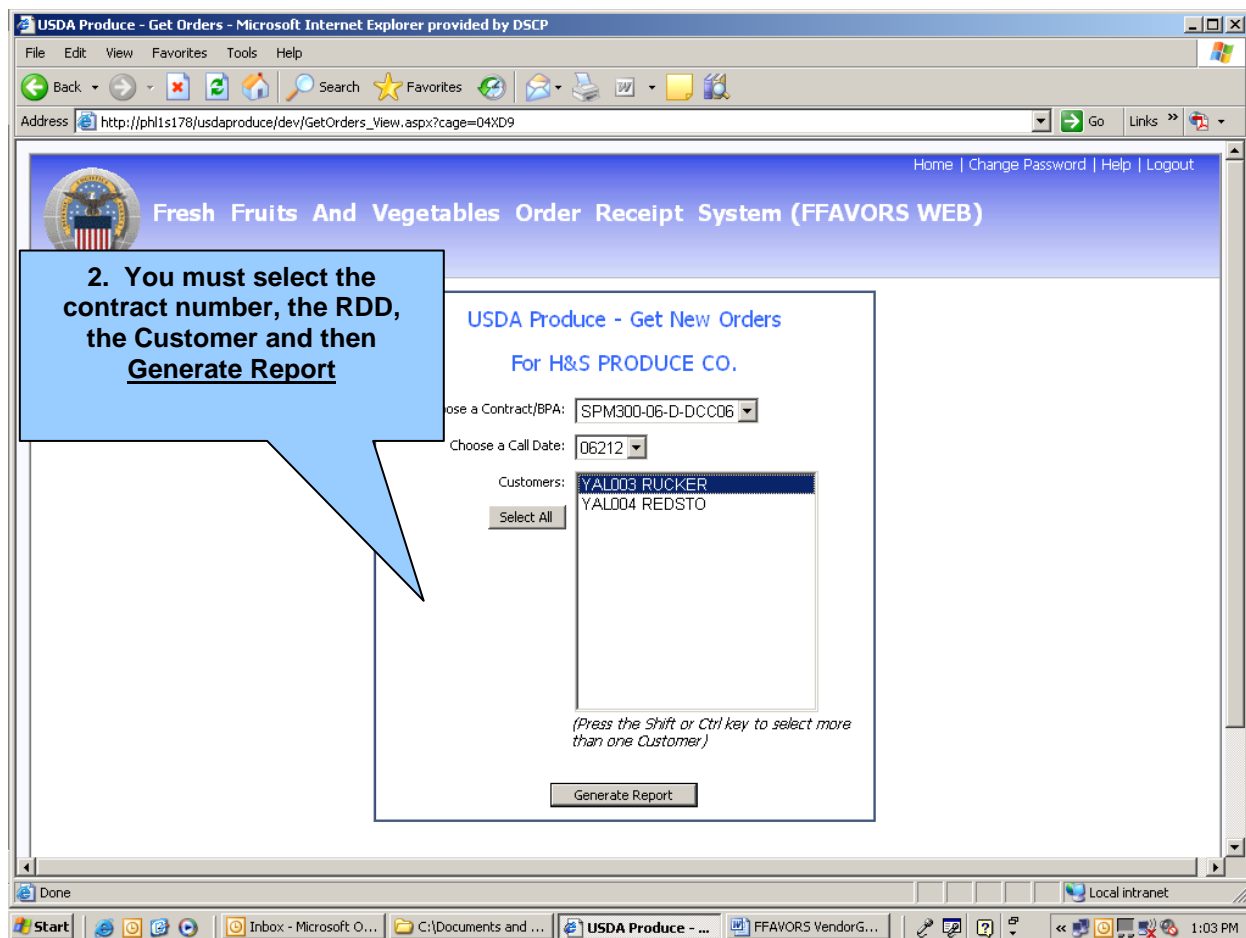
# Get Orders

Vendors must sign-on to the system daily to retrieve customer orders. Orders will be available 72 hours before the required delivery date (RDD). You will be notified of any orders you have not retrieved within 48 hours of the RDD. Orders can be viewed, accepted, and printed by the RDD date and customer/group of customers.

1. From the main menu:



2. After choosing a contract number, RDD, and the customer orders, you will have the ability to view a report showing the particular orders for that customer. You will now be able to accept the order as well as print a copy of it and export it.



3. You have the ability to view each of the orders and accept them. Vendor Order Report (spreadsheet) will be generated on the screen that summarizes the customer order. Once you accept the order, you will see the options to print the report (or export to a file in text or excel format for export to their PC). You must scroll down to see and click on the “ACCEPT ORDER(S)” button.

**USDA Produce - Get Orders - Microsoft Internet Explorer provided by DSCP**

Address: [http://phl1s178/usdaproduce/dev/GetOrders\\_Report.aspx](http://phl1s178/usdaproduce/dev/GetOrders_Report.aspx)

Home | Change Password | Help | Logout

**Fresh Fruits And Vegetables Order Receipt System (FFAVORS WEB)**

USDA Produce / Get New Orders / Vendor Final Buy Report (Customers)

Main Report

Vendor Final Buy Report

Vendor Name: H&S PRODUCE CO.  
Contract No. SPM300-06-D-CC06

Date/Time: August 1, 2006 1:03 pm

RDD: July 31, 2006  
Order Date: July 24, 2006

FT. RUCKER  
COMMISSARY OFFICER  
BLDG-9213  
FT. RUCKER, AL 23844

Item	Qty/ Cases	U/C	U/I	Lbs	Case Price	Total Price	Serial Number
SLICE 2 OZ BG 200/CS	1	200	LB	5,000	4.34	4.34	0001
CARAMELDIP CHL 2 OZ QO 25 LB CS	1		LB	50	3.45	6.90	0001
RIES 12-1/2 PT PG/6 LB CO	12		LB	144	2.99	5.98	0001
RIES 12 1 PT PG/6 LB CO	4	12	LB	288	4.23	16.92	0001
<b>Total Station:</b>	<b>Lines 4</b>	<b>Cases 9</b>		<b>Gross Lbs 5,756</b>		<b>Total Price 34.14</b>	

Done

Start | Inbox - Microsoft

Local intranet

1:04 PM

**User cannot print a copy of the order until the order is accepted – Once accepted, this part of the menu option will change to allow printing and/or exporting of the order into another format (example: Excel spreadsheet).**

**In order to accept this order, you must scroll down using the scroll bar to view the 'accept order' button. The button will appear at the bottom of the order.**

4. You must confirm acceptance of the order by clicking “OK”.

USDA Produce - Get Orders - Microsoft Internet Explorer provided by DSCP

Address: [http://phl1s178/usdaproduce/dev/GetOrders\\_Report.aspx](http://phl1s178/usdaproduce/dev/GetOrders_Report.aspx)

Main Report

DCC06

### Vendor Final Buy Report

Vendor Name: H&S PRODUCE CO. Date/Time: August 1, 2006 1:03 pm

Contract No. SPM300-06-D-CC06 RDD: July 31, 2006

DoDAAC: YAL003 Order Date: July 24, 2006

Station: FT. RUCKER  
COMMISSARY OFFICER  
BLDG-9213  
FT. RUCKER, AL 23844

Item Code	Description	Lbs	Case Price	Total Price	Serial Number
14144	APPLE SLICE 2 OZ BG 200/C	5,000	4.34	4.34	0001
14A01	APPLE&CARAMELDIP CHL	50	3.45	6.90	0001
14B43	BLKBERRIES 12-1/2 PT PG/6	144	2.99	5.98	0001
14B44	BLUEBERRIES 12 1 PT PG/6 L	288	4.23	16.92	0001
<b>Total Station:</b>		<b>Lines 4</b>	<b>Cases 9</b>	<b>Gross Lbs 5,756</b>	<b>Total Price 34.14</b>

Accept Order(s)

Once you choose to accept the order, a message will come up. You will be required to confirm acceptance of the order. Click 'OK' to continue

5. Once the order has been accepted, you can print or export a copy of the order. The export function can be used to save the data into a spreadsheet that can be used to import the data into your own ordering supply systems.

USDA Produce - Get Orders - Microsoft Internet Explorer provided by DSCP

Address: [http://phl1s178/usdaproduce/dev/GetOrders\\_Report.aspx](http://phl1s178/usdaproduce/dev/GetOrders_Report.aspx)

Home | Change Password | Help | Logout

### Fresh Fruits And Vegetables Order Receipt System (FFAVORS WEB)

USDA Produce / Get New Orders / Vendor Final Buy Report (Customers)

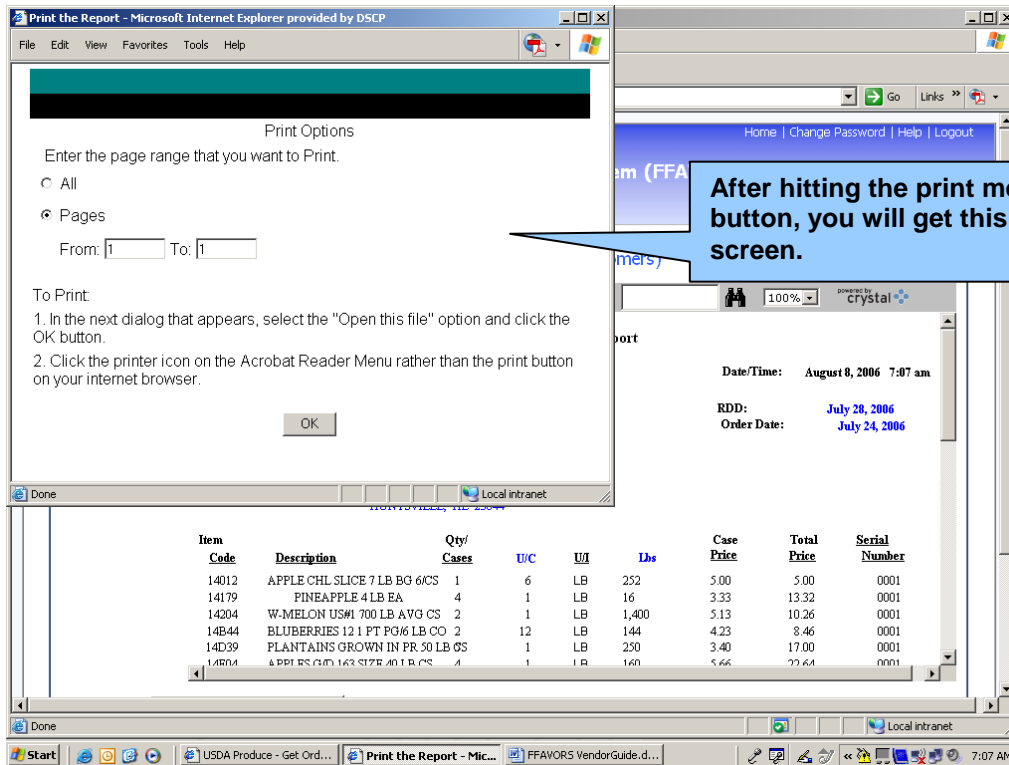
**Orders Accepted. Print Orders.**

Vendor Name: H&S PRODUCE  
Contract No. SPM300-06-D-CC06  
DoDAAC: YAL003  
Station: FT. RUCKER COMMISSARY OFFICER BLDG-9213 FT. RUCKER, AL 23844

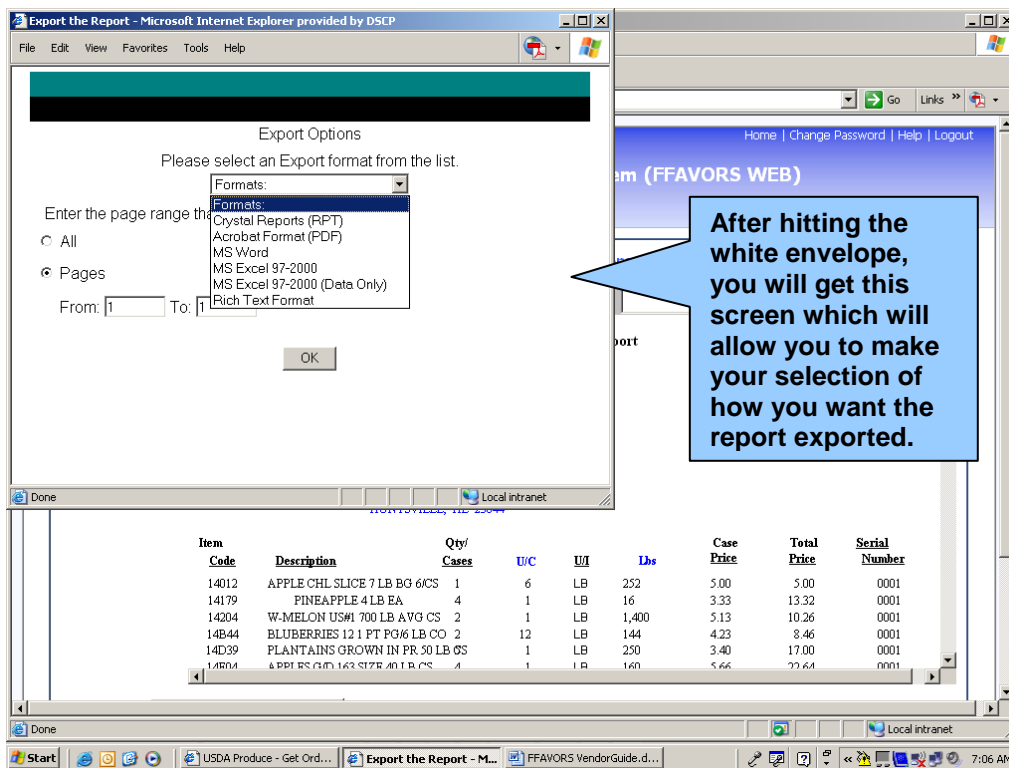
Item Code	Description	Qty/ Cases	U/C	U/I	Lbs	Case Price	Total Price	Serial Number
14144	APPLE SLICE 2 OZ BG 200/CS	1	200	LB	5,000	4.34	4.34	0001
14A01	APPLE&CARAMELDIP CHL 2 OZ QO 25 LB CS	1		LB	50	3.45	6.90	0001
14B43	BLKBERRIES 12-1/2 PT PG/6 LB CQ	12		LB	144	2.99	5.98	0001
14B44	BLUBERRIES 12 1 PT PG/6 LB CO	4	12	LB	288	4.23	16.92	0001
<b>Lines</b>		<b>Cases</b>	<b>Gross Lbs</b>		<b>Total Price</b>			
Total Section		4	6		5,756		24.14	

A message will appear stating this order has been accepted. You will now have the option to print the order using the print icon and/or export the order into another format by choosing the envelope icon.

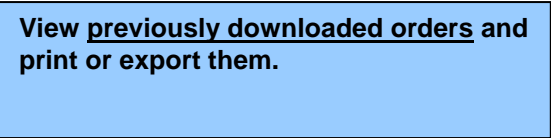
Print Options will look like this:



Export Options will look like this:



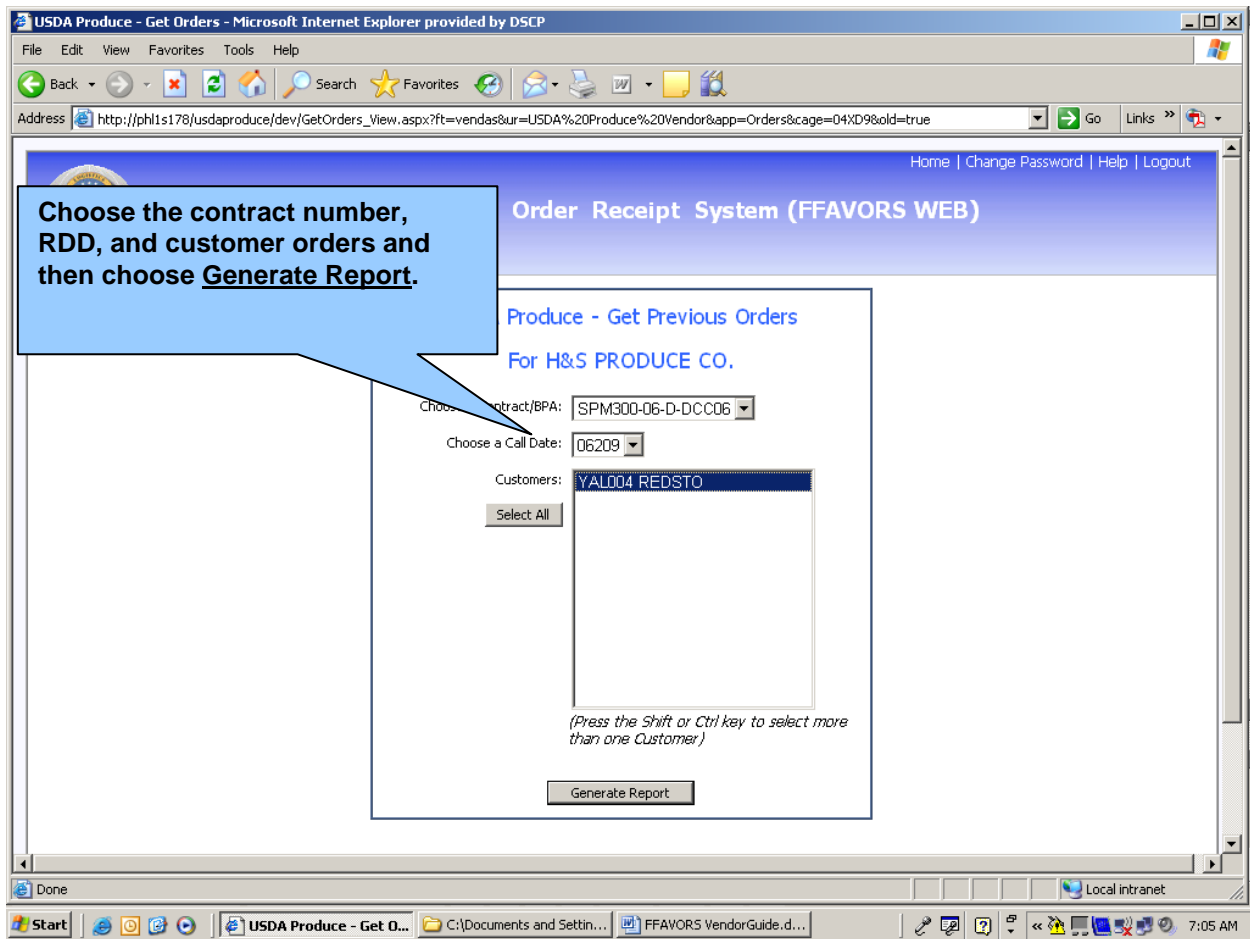
1. You have the ability to view/print/export previously downloaded (accepted) orders by choosing “Get Previously Downloaded Orders” from the Vendor Homepage.





2. After choosing the Contract Number, RDD and Customer, you will be able to view the order.

**NOTE:** A vendor can only see old orders for up to 5 days after the RDD. After this 5 day period, receipts have been sent to BSM for payment and will only be available for view in the Invoicing option from the homepage.



USDA Produce - Get Orders - Microsoft Internet Explorer provided by DSCP

Address: http://phl1s178/usdaproduce/dev/GetOrders\_Report.aspx

USDA Produce / Get Previous Orders / Vendor Final Buy Report (Customers)

Main Report

DCC06

Vendor Name: H&S PRODUCE CO.  
Contract No. SPM300-06-D-CC06  
DoDAAC: YAL004  
Station: REDSTONE ARSENAL  
REDSTONE ARSENAL COMMISSARY  
BLDG-3224  
HUNTSVILLE, AL 23844

Date/Time: August 8, 2006 7:05 am  
RDD: July 28, 2006  
Order Date: July 24, 2006

Line	Description	Qty/ Cases	U/C	U/I	Lbs	Case Price	Total Price	Serial Number
2	APPLE CHL SLICE 7 LB BG 6CS	1	6	LB	252	5.00	5.00	0001
3	PINEAPPLE 4 LB EA	4	1	LB	16	3.33	13.32	0001
4	W-MELON US#1 700 LB AVG CS	2	1	LB	1,400	5.13	10.26	0001
5	BLUEBERRIES 12 1 PT PG#6 LB CO	2	12	LB	144	4.23	8.46	0001
6	PLANTAINS GROWN IN PR 50 LB CS	1	1	LB	250	3.40	17.00	0001
7	APPLES G/D 163 SIZE 40 LB CS	4	1	LB	160	5.66	22.64	0001
Lines		Cases			Gross Lbs		Total Price	
					2,333		76.68	

You can now view a copy of an old order that has been previously downloaded. You can print or export this order using the print and/or export menu buttons

Done

Local intranet

Start

USDA Produce - Get O...

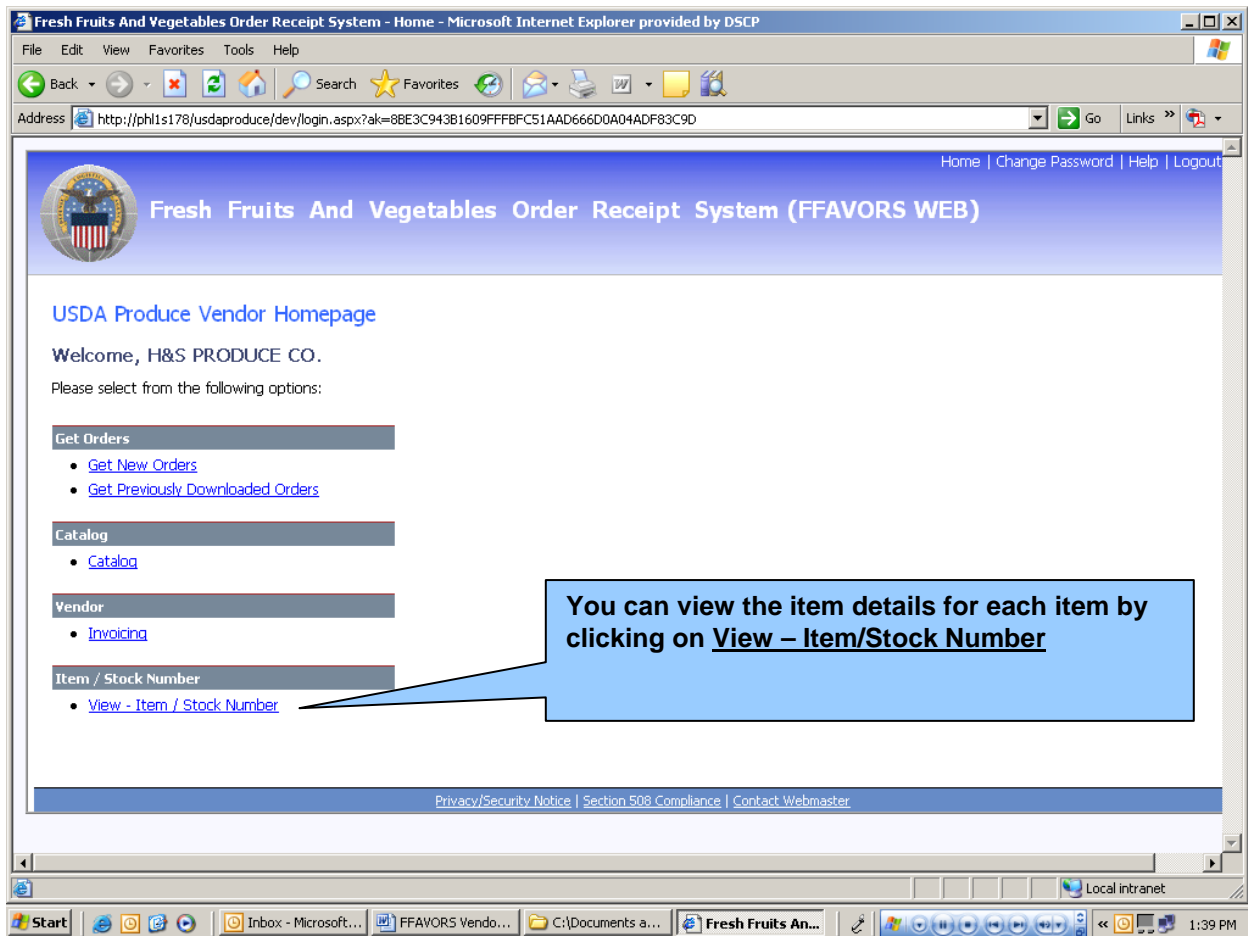
FFAVORS VendorGuide.d...

7:05 AM

## View Item/Stock Number

1. You can view the item details of the items listed in the main catalog using the **View – Item/Stock Number** menu selection from the Vendor homepage.

- This option will allow you to view the master catalog of Produce items used by DLA Troop Support. You cannot modify any data to the catalog through this option. All catalog items can be added to your pending catalog through the **Catalog** Menu option on the Vendor homepage.



2. You can choose the particular item by clicking on the item code which is underlined and in blue. You can view the item description for each item from this page or click the item code number for more details.

**Fresh Fruits And Vegetables Order Receipt System (FFAVORS WEB)**

Home | Change Password | Help | Logout

All Items

Add/Edit An Item

Items list (total: 987)

Click on Item Code to edit Item

ITEM CODE	NSN	LOG TYPE CD	DELETE DT	LAST ACTION DT
<a href="#">11211</a>	111111E051111			8/1/2006 1:07:12 PM
<a href="#">14012</a>	891501E050200			6/28/2006 12:00:00 AM
<a href="#">14028</a>	891501E050201	X		7/31/2006 3:31:00 PM
<a href="#">14144</a>	891501E050202	X		7/31/2006 4:25:07 PM
<a href="#">14178</a>	891501E050418	X		7/31/2006 9:41:08 AM
<a href="#">14179</a>	891501E050419	X		6/21/2006 12:00:00 AM
<a href="#">14204</a>	891501E050191	X		6/28/2006 12:00:00 AM
<a href="#">14210</a>	891501E050192	X		6/28/2006 12:00:00 AM
<a href="#">14A01</a>	891501E050522	X		6/28/2006 12:00:00 AM
<a href="#">14A02</a>	891501E050184	X		6/22/2006 12:00:00 AM

1 2 3 4 5 6 7 8 9 10 ...

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Done

Local intranet

Start | Inbox - Microsoft Outlook | FFAVORS VendorGuide.d... | SOPS - Item Mainten... | 1:40 PM

3. The item details are shown here. No changes can be made on this screen.

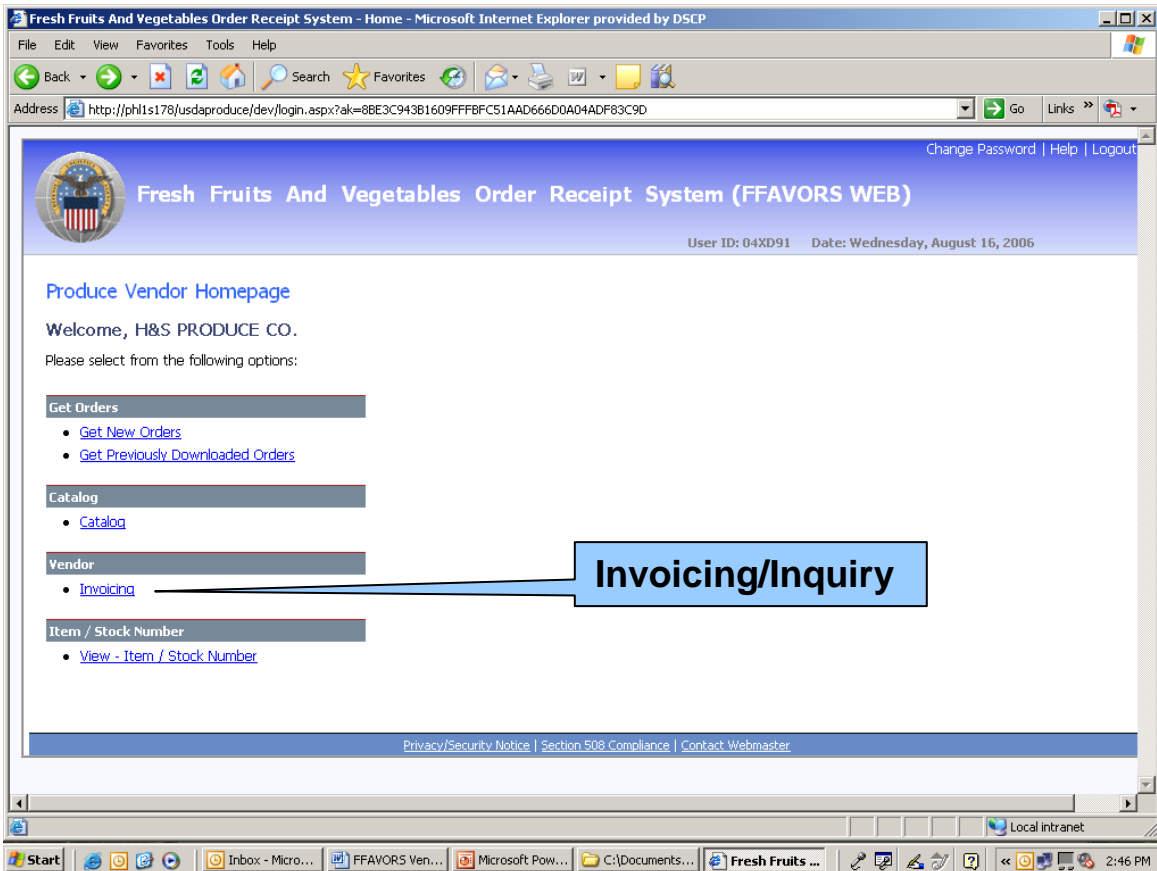
The screenshot shows a web browser window titled "SOPS - Item Maintenance - Microsoft Internet Explorer provided by DSCP". The address bar shows the URL: <http://phl1s178/usdaproduce/dev/ItemMaintenance.aspx?Action=ItemDetail&ItemCd=14012>. The page header includes links for Home, Change Password, Help, and Logout. The main heading is "Fresh Fruits And Vegetables Order Receipt System (FFAVORS WEB)". On the left, there is a sidebar with "All Items" and "Add/Edit An Item". The main content area is titled "View an Item" and displays the following details:

- Item Code: 14012
- Stock Number: 891501E050200
- Description: APPLE CHL SLICE 7 LB BG 6/CS
- Units Per Case: 6
- Unit Issue: LB
- Unit Weight: 42
- Item Group: Fruit
- Restrict Use of Federal Funds: No

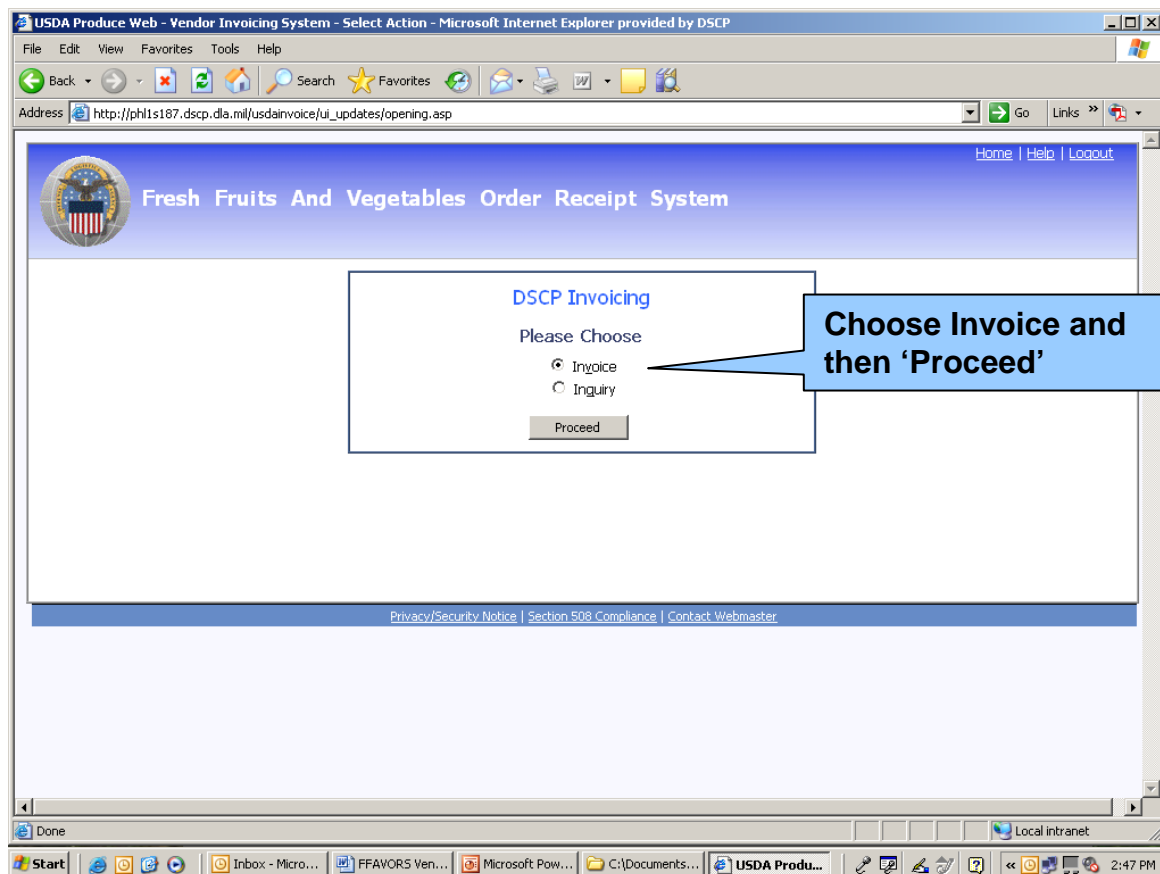
At the bottom of the form are "Reset" and "Cancel" buttons. The footer contains links for Privacy/Security Notice, Section 508 Compliance, and Contact Webmaster. The taskbar at the bottom shows the Start button, several open applications (Inbox - Microsoft Outlook, FFAVORS VendorGuide.d..., SOPS - Item Mainten...), and the system clock showing 1:43 PM.

# Invoicing

1. The Invoicing part of FFAVORS Web can be accessed by clicking on the **Invoicing** menu option from the Homepage.

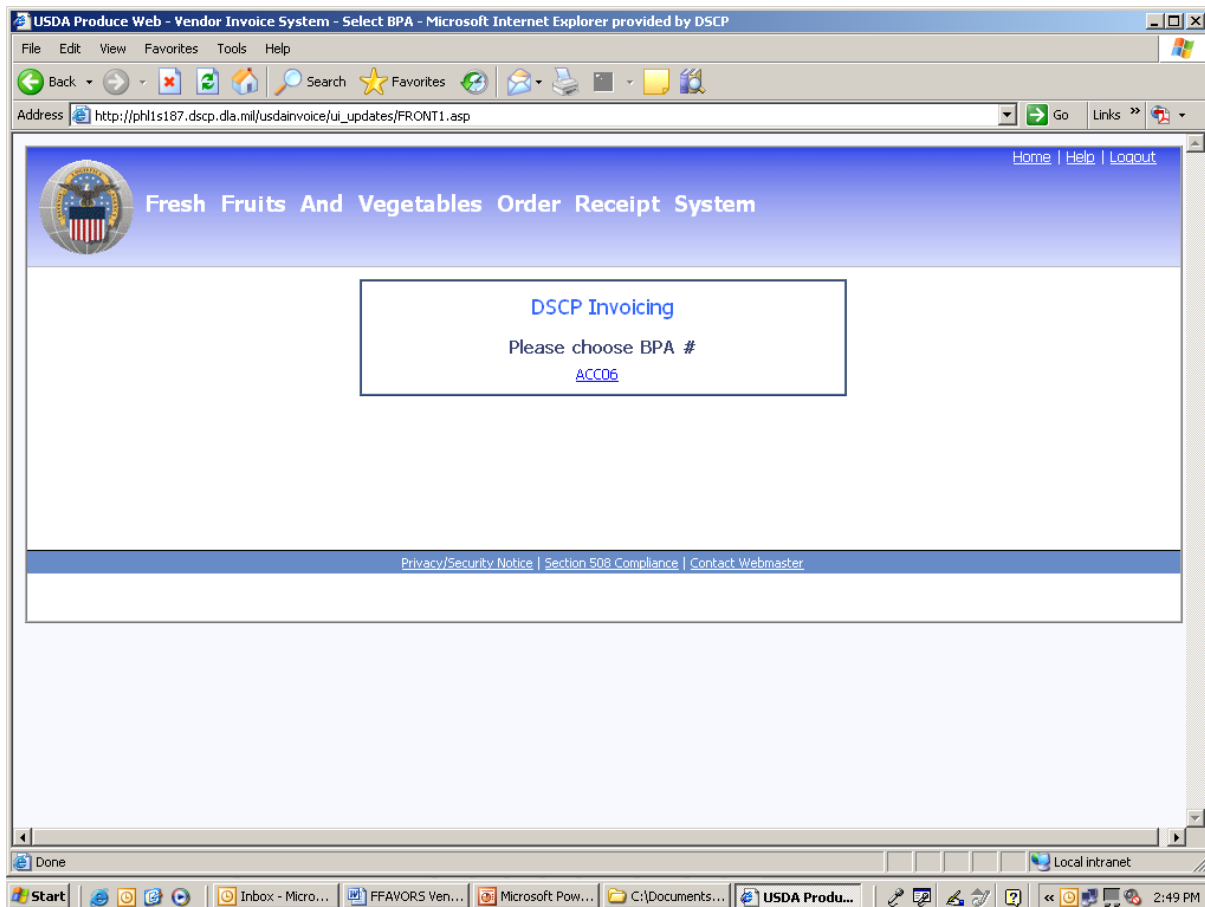


2. This next screen allows two options: **Invoice or Inquiry**. You must indicate what you would like to do (**Inquiry** will allow you to view previously invoiced data). After choosing one or the other, click **Proceed** to continue. Here, **Invoice** is selected.




## Invoicing

- The first choice in the invoicing process is the selection of which of your Contract's/PIIN's you wish to invoice
- (you will only see your Contract's/PIIN's on this screen)
- Click on the Contract/PIIN and you will be guided to the Cycle Selection screen for that Contract/PIIN





[Home](#) | [Help](#) | [Logout](#)



## Fresh Fruits And Vegetables Order Receipt System (FFAVORS WEB)

User ID: 00001    Date: Wednesday, December 12, 2007

Invoice/Inquiry/Exit  
Page

Topic Help

### DSCP Invoicing

#### Cycle Selection


**BPA# DAA01**

If you agree with the Vendor Dollar Value, you may enter an Invoice Number on this page and select the cycle to invoice immediately. If the Vendor Dollar Value submitted is not equal to the DSO Dollar Value, potential discrepancies and payment issues may result.

	SELECT CYCLE	CYCLE RANGE	AMOUNT	VENDOR AMT	ADJUST. AMT	INVOICE NUMBER
Eligible	46	7224-7230	5,973.90	5,974.30	0.40	<input style="width: 100%;" type="text"/>
Eligible	47	7231-7237	1,147.00	1,147.00	0.00	<input style="width: 100%;" type="text"/>
Eligible	52	7266-7272	1,768.74	1,768.74	0.00	<input style="width: 100%;" type="text"/>

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- Color coded circles show the invoicing status of each cycle
  - “RED” mean that the cycle is NOT eligible for invoicing at this time.(Cycles will not be eligible for invoicing until the Wednesday following the end of the cycle period. This is to give the DSO time to record receipt information
  - “GREEN” means the cycle can be invoiced using the WEB Site
  - “YELLOW” means that the invoice has been invoiced during the current session
  
- If your agreed that the Dollar amount shown in the”Vendor Dollar Value” column is correct **you may invoice by inserting your invoice number in the space provided** and click the CYCLE on this screen and the Cycle will be invoiced at once



Home | Help |

## Fresh Fruits And Vegetables Order Receipt System (FFAVORS WEB)

User ID: 00001    Date: Wednesday, December 12, 2007

Cycle Selection Page

### DSCP Invoicing

#### Call Selection

**BPA# DAA01**  
Cycle: **46**  
Range: **7224-7230**  
Amount: **5,973.90**


---

Select a Call from the table below to continue.

CALL	AMT	VNDR AMT	VNDR ADJUST AMT
<b>TOTALS:</b>	<b>5,973.90</b>	<b>5,974.70</b>	<b>0.40</b>
7224	0.00		
7225	0.00		
7226	0.00		
7227	0.00		
7228	0.00		
7229	5,973.90	5,974.70	0.40
7230	0.00		

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- This screen shows the CALLS that make up the CYCLE you selected on the preceding screen
- From this screen click on the CALL you wish to adjust and you will be shown the details of that CALL
- You can return to the Cycle screen(previous screen) by clicking the “CYCLE SELECTION PAGE” button



Home | Help | Logout

Fresh Fruits And Vegetables Order Receipt System (FFAVORS WEB)

User ID: 00001    Date: Wednesday, December 12, 2007

Call Selection Page

DSCP Invoicing

Destination Selection

BPA# DAA01

Cycle: 46

Call: 7229

Amount: 5,973.90

Select a destination from the list below. To add a new destination, contact your DSO/PBO.

CUSTOMER	DEST	AMT	VENDOR AMT	VEND. ADJUST. AMT
STARMOUNT HIGH	YNC453	5,955.70	5,955.70	0.00
CAPE HATTERAS ELEMENTARY	YNC506	18.20	18.60	0.40

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- This screen shows each DESTINATION for the CALL you selected on the prior screen.
- Click on any DESTINATION for which you wish to invoice for an amount other than what is shown on the DV(Dollar Value) Column
- You can add a missing destination to this CALL by contacting your Account Specialist.
- You can return to the CALL by selecting the CALL SELECTION PAGE button

Vendor Invoice System - Microsoft Internet Explorer provided by DSCP

Address: http://www.microsoft.com/asp/rodr.dlt...

**DSCP Invoicing**

CLIN

BPA# AAP06 CALL 1039

DEST DV  
DF6434 \$401.25

[Add Line\(s\)](#)

Vendor Dest. Total: 401.25 Vendor Acc. For: 0.00

CLINS	Item Code	Description	Qty	Unit Price	Extended DV	Corrected Qty	Corrected UP	Corrected DV
0093	04042	APPLE RED/DEL 88 CT	1	\$28.75	\$28.75	1	28.75	28.75
0094	06083	BROCCOLI FRESH 14 CT	1	\$18.50	\$18.50	1	18.50	18.50
0095	06140	CABBAGE, GREEN	1	\$15.50	\$15.50	1	15.50	15.50

Done

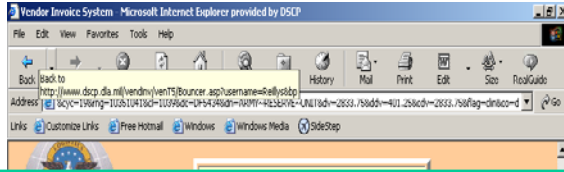
Start | Internet | 7:30 AM

- This screen shows the individual lines of CYCLE, CALL, DEST selected in preceding screens
- Vendor can make changes and add LINES as needed
- Vendor changes are e-mailed to the DLA Troop Support Account

Item No.	Description	Qty	Unit Price	Total Price
0098	06250 COLLARD GREENS	2	\$12.00	\$24.00
0099	06280 CUCUMBERS SUPER SEL	1	\$22.75	\$22.75
0100	04370 GRAPEFRUIT PK/RD 32S	1	\$20.00	\$20.00
0101	04430 HONEYDEW MELON 6-8CT	1	\$19.75	\$19.75
0102	06390 KALE	1	\$12.00	\$12.00
0103	06415 LETTUCE ICEBERG WRAP	2	\$24.75	\$49.50
0104	06480 ONIONS SPANISH	1	\$16.75	\$16.75
0105	04580 ORANGES 88 CT	2	\$22.75	\$45.50
0106	06560 POTATOES SWT YAMS	1	\$24.75	\$24.75
0107	06800 TOM LRG LIT PNK EX LG	3	\$20.00	\$60.00

COMPUTE CORRECTIONS    RECORD

- Once vendor has made changes click on **Compute Corrections** to update screen.
- When the vendor is satisfied click **RECORD** to update file.
- The DLA Troop Support Account Specialist will research vendors changes.

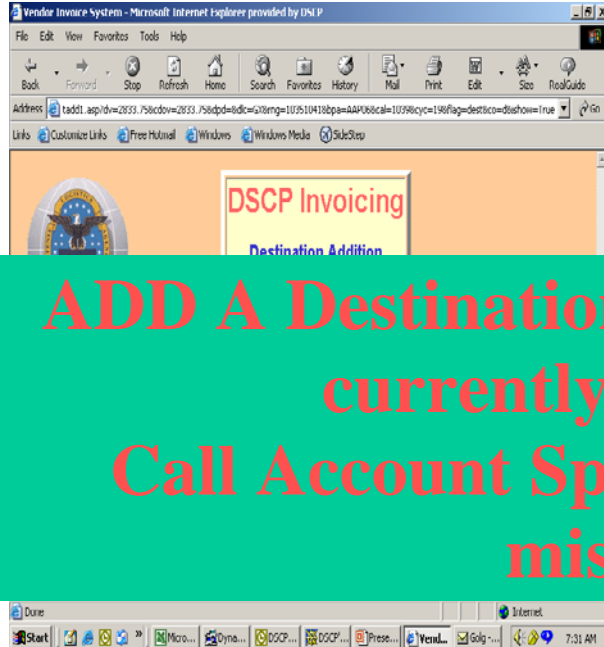


- This page shows screen that is used if 1. ADD LINE

**ADD A LINE FEATURE is not currently available.  
Call Account Specialist if a line is missing**



was delivered



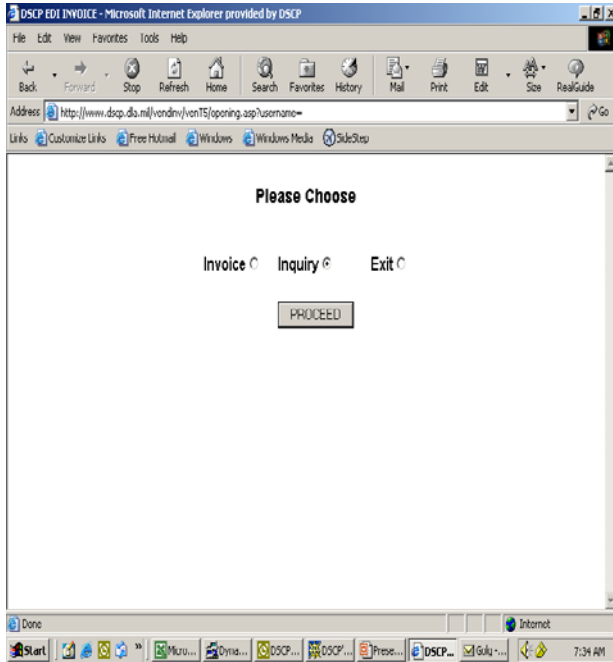
- This page shows screen that is used if ADD A DESTINATION

**ADD A Destination FEATURE is not currently available.  
Call Account Specialist if a line is missing**

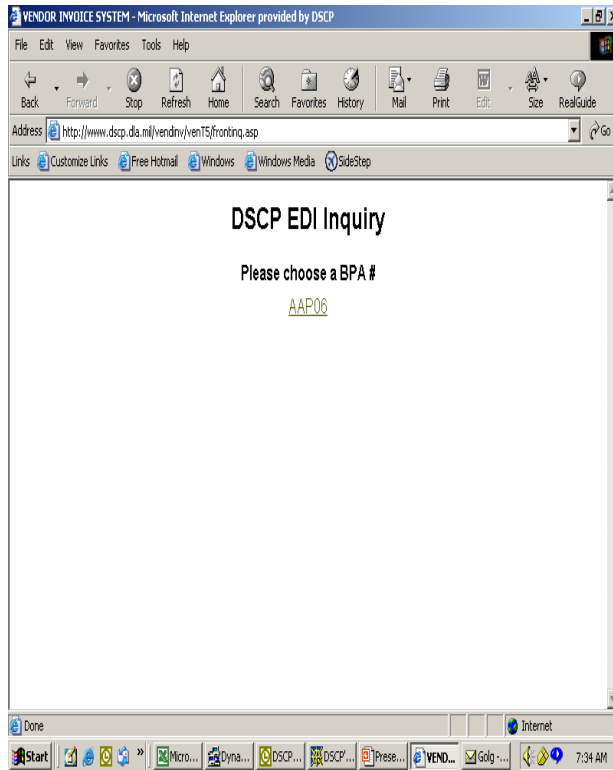
On the a  
DESTINATION

- After the vendor has made all changes to the CYCLE on this WEB site, an E-mail will be sent to the DLA Troop Support Account Specialist asking them to research the VENDOR'S changes.
- The Vendor may still bill for the disputed item, although payment may be delayed or denied.





- The Inquiry portion of the WEB site will allow vendors to view previously invoiced CYCLES for a period of Forty days.
- It is recommended the each vendor retain a printed copy of each invoice for their records, since after 40 days the



- The inquiry process functions using similar screens to the invoice process.
- It is a “read only” process which shows invoiced cycles and can NOT be changed.
- Click on the PIIN to see invoices submitted

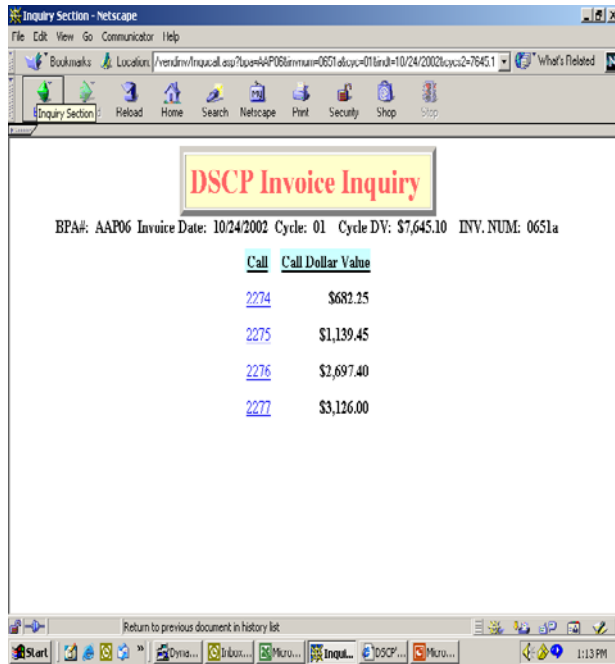
**DSCP Invoice Inquiry**

[Invoice Inquiry/Exit Selection Page](#)

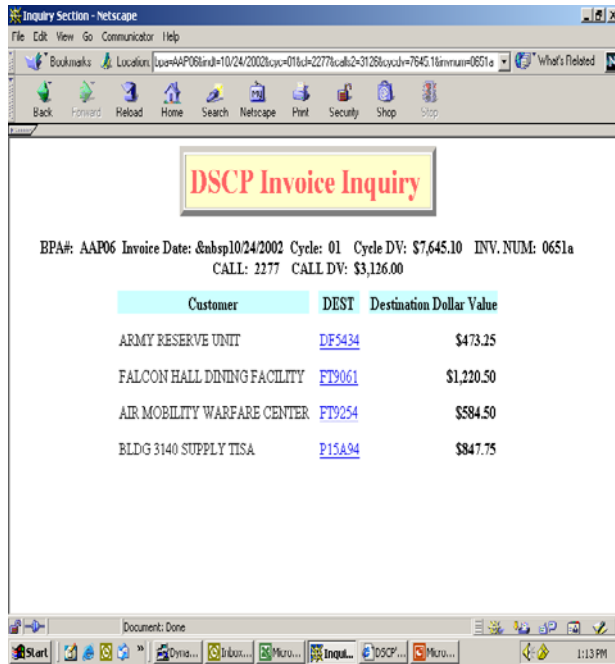
BPA#: AAP06

Invoice Number	Invoice Date	Cycle	Cycle Dollar Value
15470	10/17/2002	<a href="#">01</a>	\$31.50
0651a	10/24/2002	<a href="#">01</a>	\$7,645.10
00684	10/18/2002	<a href="#">02</a>	\$9,814.00
00717	10/24/2002	<a href="#">03</a>	\$10,159.00
00717a	11/15/2002	<a href="#">03</a>	\$2,453.75
00749	11/15/2002	<a href="#">04</a>	\$12,274.50
00781	11/15/2002	<a href="#">05</a>	\$21,006.95
00813	11/19/2002	<a href="#">06</a>	\$16,742.00
00846	11/22/2002	<a href="#">07</a>	\$8,947.50

- This Screen shows submitted invoices
- Click on the Cycle # to see more detail.
- You will be shown the CALLS included in that CYCLE



- This screen shows all CALLs invoiced on the CYCLE
- Click on the CALL and you will see the DESTINATIONs included in that CALL



**DSCP Invoice Inquiry**

BPA#: AAP06 Invoice Date: 10/24/2002 Cycle: 01 Cycle DV: \$7,645.10 INV.NUM: 0651a  
CALL: 2277 CALL DV: \$3,126.00

Customer	DEST	Destination Dollar Value
ARMY RESERVE UNIT	<a href="#">DE5434</a>	\$473.25
FALCON HALL DINING FACILITY	<a href="#">FT9061</a>	\$1,220.50
AIR MOBILITY WARFARE CENTER	<a href="#">FT9254</a>	\$584.50
BLDG 3140 SUPPLY TISA	<a href="#">P15A94</a>	\$847.75

- To see individual items just Click on the DESTINATION
- You will be taken to a page containing the items invoiced for the DESTINATION

**DSCP Invoice Inquiry**

BPA#: AAP06 Invoice Date: 10/24/2002 Cycle: 01 Cycle DV: \$7,645.10 INV.NUM: 0651a  
CALL: 2277 CALL DV: \$3,126.00  
Customer: AIR MOBILITY WARFARE CENTER DEST: FT9254 Dest. Cost.: \$584.50  
[Inquiry by Cycle Page](#)

CLIN	Item code	Description	Qty	Unit Prc	DV
0125XB	04620	ORANGES NAVEL	7	\$24.75	\$173.25
0138XB	04670	PEARS 90-100	7	\$29.75	\$208.25
0140XB	04042	APPLES EATG RED/DEL	4	\$26.75	\$107.00
0152XB	04730	PLUMS 80-CT	4	\$24.00	\$96.00

- This screen concludes our demonstration of the Features of the PRODUCE WEB invoicing system
- It shows detail CLINs invoiced for the selected CYCLE, CALL, and DESTINATION

## ***EDI Implementation Guidelines for Subsistence Prime Vendor (STORES) April 9, 2010***

### **PART A**

#### **SECTION 1.0 GENERAL INFORMATION .....**

- 1.1 CONTACTS.....
- 1.2 EDI - For DSCP SUBSISTENCE .....
- 1.3 TRANSACTION SETS.....
- 1.4 SOFTWARE .....
- 1.5 NETWORKS .....

#### **SECTION 2.0 TRADING PARTNER TESTS .....**

- 2.1 GENERAL TESTING PROCEDURES.....
- 2.2 TESTING INDIVIDUAL TRANSACTION SETS .....

#### **SECTION 3.0 PRODUCTION PROCEDURES .....**

- 3.1 OUTGOING TRANSMISSION SCHEDULE .....
- 3.2 PROBLEM RECOVERY DURING PRODUCTION .....

## **Section 1.0    General Information**

### ***1.1    Contacts***

<b>Contact For</b>	<b>Name</b>	<b>Phone Number</b>
DSCP System (STORES)	Jeff Nienstedt	(215) 737-3860
EDI 810 (Invoice) Testing	Karen Conroy Hegarty	(215) 737-7550
EDI 832 (Catalog) Testing	Bob Thistle	(215) 737-7558
EDI 850 (Purchase Order Testing	Charles Benn	(215) 737-7318
Prime Vendor Coordination	Gina Vasquez	(215) 737-2951
STORES Technical Support	STORES Help Desk	(888) 755-4756
DAASC Technical Support	DAASC EDI Help Desk	(513) 296-3333

### ***1.2    Electronic Data Interchange (EDI) – For DSCP Subsistence***

Subsistence uses EDI to communicate with their Trading Partners (Vendors). The EDI process starts with the 832 (catalog) being received by DSCP from the vendor. In this process, vendors provide initial and updated catalog item and price data via EDI. These updates are sent on a weekly basis for those items that have changed since the previous catalog submission. This data is transmitted to the Defense Personnel Support Center (DSCP) through a mailbox at DAASC and not directly to the customer. Entire catalogs that support a particular site in a region (including any updates) are then made available to the customer through the Subsistence Total Ordering and Receipting Electronic System (STORES) website on Sunday of each week.

After the catalogs are received, the next step in the process is ordering from these catalogs. Orders are generated on a regular basis by the customer keying the order directly into STORES web or by uploading the order to STORES from one of the service systems. This order is then translated into an 850 (purchase order) and sent to DAASC. DAASC processes the file and places it in a vendor's mailbox

where the orders are held awaiting pick-up by the vendor. When the network delivery to the vendor is complete, optimal use of the data by the vendor will be achieved when the vendor converts the purchase order data from the standard transmission format into their own internal format. Vendor processing can then occur without having to key the purchase order data. Vendors should keep in mind that there are times when a customer could place more than one order in the same day.

Once the vendor receives the order from a customer the order is processed and shipped to the customer's delivery location. These locations are determined by the customer and can be a dining facility, warehouse, depot, hospital, ship, child care center, or other facility. Please note: Vendors should only deliver items that are on the order and should not substitute any similar items.

After the vendor has delivered the product, the customer must verify shipment quantities and make any adjustments to the receipt in STORES. Once these changes have been made, the customer then processes the receipt in STORES and generates an electronic validation of the receipt at DSCP. This receipt is then matched to the vendor 810 (invoice) and all matching lines are paid. Any discrepancies between receipt and invoice must be researched before payment is made.

### **1.3 Transaction Sets**

The EDI transaction sets listed below are described in detail in later sections of this guideline. Vendors must be able to support the 832 Catalog and 850 Purchase Order.

810 – Invoice (Attachment 1)  
832 – Catalog (Attachment 2)  
850 – Purchase Order (Attachment 3)

### **1.4 Software**

All DSCP customers are currently using STORES Web and therefore are using the same EDI software and network to transmit orders. However, the vendor may select any software that supports the transaction sets currently traded and any sets that may be traded in the future.

### **1.5 Networks**

Networks are used as a clearinghouse for all transmissions. Sending and receiving parties may work independently of each other by letting the network handle problems such as storage, communication incompatibilities, scheduling and retransmission.

DSCP pays the network charges for delivery of the customer's documents to the network. The vendor will pay the charges for delivery of the customer's documents from the network to the vendor's system. Vendors may access the network by various means.

## **Section 2.0 Trading Partner Tests**

### **2.1 General Testing Procedures**

***DSCP points of contact for testing each transaction set are listed at the beginning of this document. Vendors should test all EDI transactions before they are placed in production. Vendors should be***



***prepared to contact POCs for each transaction and provide verbal notification about the success and failure of each transmission.***

## **2.2 Testing Individual Transaction Sets**

832 Catalog - During the Sample Test Phase catalog files will be sent from the vendor to DSCP to test catalog transmission. These files should include items that sufficiently test all aspects of catalog submissions/changes (price changes, item additions and deletions, and entire catalog transmissions).

850 Purchase Order – Once a catalog has been tested, purchase orders will be sent to vendors to ensure capability of receiving the customer's orders.

# **Section 3.0 Production Procedures**

## **3.1 Transmission Schedules**

Vendors are expected to send in 832 (catalogs) to DSCP by Thursday of each week at 1 PM Eastern time in order that they may be reviewed prior to update of the weekly catalogs. Not meeting this time can result in additional catalog pricing errors and erroneous payments. As mentioned earlier, outbound 850 purchase orders can be generated anytime during the day. Therefore, vendors should be prepared to retrieve order data throughout the day.

## **3.2 Problem Recovery During Production**

During test mode, transmission problems are generally not recovered. After moving into production mode, delays, omissions, duplicates or any other type of error have to be addressed promptly. In the unlikely event that a delay lasts three days or longer, the DSCP customer will contact the vendor concerning the need to transmit hardcopy orders.

If the Interchange Control Number (ISA13 element) is received more than once, the vendor should not process the duplicate transmission. Although the DSCP standard software has the constraints to prevent sending out duplicate purchase orders, the vendor may still need to consider making a software check for purchase order numbers that may be inadvertently sent more than once.

It is DSCP's intent to successfully deliver data to the network for each vendor on each scheduled day. If the customer is unable to accomplish this by the agreed upon time, the customer will attempt to complete the delivery by no later than the next scheduled transmission. If the customer is reasonably confident of resolving the problem within that 24 hour period, there is no need to contact the receiving party.

If communications with the network fail due to a problem which is not corrected by the next scheduled transmission, the party experiencing the problem should evaluate the situation as soon as possible and discuss it with the other party. If a hardware or software problem appears to be of a magnitude to extend for more than three scheduled transmissions, an alternative means of communication may need to be chosen. Such situations will have to be evaluated on an individual basis to determine the proper corrective action. If it is necessary to start conventional communications again, both parties should reestablish EDI as soon as possible for all subsequent messages.

The DSCP STORES Help Desk or DSCP Account Manager should be promptly contacted with operational concerns related to purchase order and catalog transactions.

## 810 INVOICE VERSION 3050 FUNCTION GROUP=IN

This Draft Standard for Trial Use contains the format and establishes the data contents of the Invoice. Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. The transaction set can be used to provide for customary and established business and industry practice relative to the billing for goods and services provided.

Prime Vendor(s) NOTE: Certain data segments will require data transmitted as it appears on the Purchase Order. Reference page 1A.

<u>TABLE 1</u>			
<u>POS NO</u>	<u>SEG ID</u>	<u>DESCRIPTION</u>	<u>REQ</u>
010	ST	Transaction Set Header	M
020	BIG	Beginning Segment for Invoice	M
<u>Loop I.D. – N1</u>			
070	N1	Name	O (M for DSCP)
110	REF	Reference Number	O (M for DSCP)
130	ITD	Terms of Sale	O
140	DTM	Date/Time Reference	O (M for DSCP)
<u>TABLE 2</u>			
010	IT1	<u>Loop I.D. – IT1</u> Baseline Item Data (Invoice)	O (M for DSCP)
<u>TABLE 3</u>			
010	TDS	Total Monetary Value Summary	M
<u>Loop I.D. - SAC</u>			
040	SAC	Service, Charge Information	O
<u>Loop I.D. – ISS</u>			
070	CTT	Transaction Totals	O (M for DSCP)
080	SE	Transaction Set Trailer	M

The following information applies to **PRIME VENDORS** only!!

### Baseline Item Data (IT1):

1. Contract Line Item Number (CLIN): The very **“FIRST CLIN”** as it appears on the Purchase Order, **“MUST”** be transmitted in the IT101. Data is required in all IT1 segments.

a. If the **“FIRST CLIN”** was **“NOT”** delivered, the CLIN must still be transmitted in the IT101; and ZERO fill the quantity and price field(s).

b. This is Optional. If additional CLIN(s) on the same Purchase Order have not been delivered, data **“MAY”** be transmitted, but is not required.

2. Contract lines CLIN(s) must be transmitted in line sequence as shown on

each Purchase Order.

3. Separate Transaction Headers (ST segments) are required for each Purchase Order invoiced.

4. Any “new” CLINS/line items, (substitutions & adds) must appear as the last line on the invoice. Adds “MUST” start with CLIN number 9999AA, 9999AB. As Call date’s change, 9999AA may be recycled. SEE EXAMPLES...

a) SP030098D1234 063A = CLIN # 9999AA  
063A = CLIN # 9999AB  
063A = CLIN # 9999AC

b) SP030098D1234 064T = CLIN # 9999AA  
064T = CLIN # 9999AB  
064T = CLIN # 9999AC

SEG ID ST Transaction Set Header

POS NO010

REQ DES Mandatory

MAX USE 1

PURPOSE Indicates the start of transaction set and to assign a control number

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
ST01	143	Transaction Set Identifier Code Code uniquely identifying a Transaction set. 810 X12.2 Invoice	M/Z	ID	3/3
ST02	329	Transaction Set Control Number Identifying control number that must be unique within the Transaction set functional group assigned by the originator For a transaction set	M	AN	4/9
NOTE:					
The transaction set identifier (ST01) used by the translation routine of interchange partners to select the appropriate transaction set definition. (e.g. 810 selects the invoice transaction set)					

#### EXAMPLE

ST\*810\*000004110

SEG ID BIG Beginning Segment for Invoice

POS No020

REQ DES Mandatory

MAX USE 1

PURPOSE Indicates the beginning of an invoice transaction set and to

Transmit identifying numbers and dates

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
BIG01	373	Invoice Date (YYMMDD) * Date of the invoice	M/Z	DT	6/6
BIG02	76	Invoice Number Identifying number assigned by issuer	M	AN	1/8
BIG04	324	Contract Number (PIIN) SP030098D1234 0 = numeric zero	M	AN	13/13
BIG05	328	Release Number/Call (e.g. 063A)	M	AN	4/4
BIG07	640	Transaction Type Code DI= Debit Invoice	M	ID	2/2
BIG08	353	Transaction Set Purpose Code ZZ = Mutually Defined	M	ID	2/2
NOTE:					
BIG04 - Do not transmit dashes or slashes					
BIG08 – Applied to Invoices for “PRIME VENDORS ONLY”					
** Non-Prime Vendors do not use BIG08					

EXAMPLE

P.V. transmits	BIG*980303*DSCP1111**SP030098D1234*063A**DI*ZZ
Non P.V.	BIG*980303*DSCP1111**SP030098D1234*063A**DI

Loop Repeat 200

SEG ID N1 Loop ID

POS NO070

REQ DES      Optional (Mandatory for DSCP)

MAX USE 1

PURPOSE Identify a party by type of organization, name and code

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
N101	98	Entity Identifier Code ST = Ship To	M	ID	2/2
N102	93	Name (e.g. FT Sam Houston TX)	X	AN	1/35
N103	66	Identification Code Qualifier 10 = Dept of Defense Activity Address Code (DoDAAC)	X	ID	2/2
N104	67	Identification Code/DoDAAC (e.g. FT9068)	X	AN	6/6

EXAMPLE	
N1*ST*FT SAM HOUSTON TX*10*FT9068	

SEG ID REF Reference Number

POS NO110

REQ DES Optional (Mandatory for DSCP)

MAX USE 12

PURPOSE Specify identifying numbers (DSCP-Purchase Order Number)

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
REF01	128	Reference I.D. Qualifier RQ = Purchase Requisition Number	M	ID	2/2
REF02	127	Reference I.D. / Purchase Order No. (e.g. FT906880631234)	X	AN	14/14

EXAMPLE	
REF*RQ*FT906880631234	

SEG ID ITD Terms of Sale

POS NO130

REQ DES      Optional \*\* See Note Below  
MAX USE      >1

PURPOSE      To specify terms of sale

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REG	TYPE	LENGTH
ITD01	336	Terms Type Code 16 = Prompt Payment Act	O	ID	2/2
ITD03	338	Terms Discount Percent Terms discount percentage, expressed as A percent, available to the purchaser if an Invoice is paid on or before the terms days due (e.g. 2% = 00.020)	O	R3	1/6
ITD04	370	Terms Discount Due Date (YYMMDD)	O	DT	6/6
ITD05	351	Terms Discount Days Due Number of days in the terms discount period By which payment is due if terms discount is earned (e.g. 15 = 015)	X	N	3/3
NOTE: Use only "IF" Contract Terms are better than current Contract Terms and Conditions in DSCP Contracts					

#### EXAMPLE

ITD\*16\*\*00.020\*980310\*015  
Decimal uses one position in Length. Zero fill ITD03 and ITD05

SEG ID DTM Date/Time Reference  
POS NO140  
REQ DES      Optional (Mandatory for DSCP)  
MAX USE      10  
  
PURPOSE      To specify pertinent dates and times

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
DTM01	374	Date/Time Qualifier 011 = Shipped	M	ID	3/3
DTM02	373	Date (YYMMDD)	X	DT	6/6

#### EXAMPLE

DTM\*011\*980301

**PRIME VENDORS ONLY!!!**

Loop Repeat 200000

SEG ID           IT1   Baseline Item Data (Invoice)  
POS NO010  
REQ DES       Optional (Mandatory for DSCP)\*\*See Note Below  
MAX USE       1  
  
PURPOSE       Specify the basic and most frequently used line item data  
                 (CLIN level) for the invoice and related transactions

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
IT101	350	Assigned Identification Contract Line Item Number (CLIN) **(e.g. 0001)	O/Z	AN	4/6
IT102	358	Quantity Invoiced (e.g. 10 = 000000010)	X	N	1/9
IT103	355	Unit or Basic Measurement	X	ID	2/2
IT104	212	Price-extended CLIN \$\$ Amt *decimal uses one position length (e.g. 25.50 = 0000025.50)	X	R2	1/10
IT106	235	Product/Service . Qualifier FS = National Stock Number	X	ID	2/2
IT107	234	Product/Service I.D. NSN (e.g. 891500E210123)	X	AN	13/13
IT108	235	Product/Service I.D. Qualifier ZZ = Mutually Defined	X	ID	2/2
IT109	234	Product/Service I.D. PV = Prime Vendor	X	AN	2/2
<b>NOTE: PRIME VENDORS ONLY:::</b> Data required in all segments.					

**EXAMPLE**

IT1\*0001 \*10\*CA\*\*0000025.50\*\*FS\*891500E210123\*ZZ\*PV  
**Refer to page 1A "IF" CLIN was NOT shipped-** (e.g. **zero fill** quantity and price field)

**NON-PRIME VENDORS ONLY!!!**

Loop Repeat 200000

SEG ID IT1 Baseline Item Data (Invoice)

POS NO010

REQ DES Optional (Mandatory for DSCP) \*\*See Note Below

MAX USE 1

PURPOSE Specify the basic and most frequently used line item data  
(CLIN level) for the invoice and related transactions

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
IT101	350	Assigned Identification Contract Line Item Number (CLIN) (e.g. 0001)	O/Z	AN	4/6
IT102	358	Quantity Invoiced (e.g. 10 = 000000010)	X	N	1/9
IT103	355	Unit or Basic Measurement	X	ID	2/2
IT104	212	Unit Price Amount *decimal uses one position length (e.g. 2.50 = 0000002.50)	X	R2	1/10
IT106	235	Product/Service I.D. Qualifier FS = National Stock Number	X	ID	2/2
IT107	234	Product/Service I.D. (e.g. 891500E210123)	X	AN	13/13
NOTE: NON PRIME VENDORS ONLY::: Data required in all of the above segments.					
EXAMPLE					
IT1*0001 *10*CA*0000002.50*FS*891500E210123					

SEG ID TDS Total Monetary Value Summary

POS NO010

REQ DES Mandatory

MAX USE 1

PURPOSE Specify the total dollar amount of the invoice

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
TDS01	610	Amount of Total Invoice (e.g. 123.45 = 0000012345)	M	N2	1/10

EXAMPLE



TDS\*0000012345

Loop Repeat 25

SEG ID SAC Service, Promotion, Allowance, or Charge Information

POS NO040

REQ DES Optional

MAX USE 1

PURPOSE To request or identify a service, promotion, allowance, or charge

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
SAC01	248	Allowance or Charge Indicator C = Charge	M/Z	ID	1/1
SAC05	610	Total Amount of Service (e.g. 30.50 = 0000003050)	O/Z	N2	1/10

EXAMPLE

SAC\*C\*\*\*\*0000003050

SEG ID CTT Transaction Totals

POS NO070

REQ DES Optional (Mandatory for DSCP)

MAX USE 1

PURPOSE To transmit a hash total for a specific element in  
The transaction set

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
CTT01	354	Number of CLIN Line Items Invoiced	M	No	1/6

EXAMPLE

CTT\*125

SEG ID SE Transaction Set Trailer

POS NO080

REQ DES Mandatory

MAX USE 1

PURPOSE Indicates the end of the transaction set and provide the count of the  
Transmitted segments (including the beginning (ST) and ending

(SE) segments)

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
SE01	96	Number of Included Segments	M	N	1/10
SE02	329	Transaction Set Control Number	M	AN	4/9

EXAMPLE					
SE*30*000004110					

### 832 Catalog (Vendor to DPSC) –modification

The 832 Catalog uses the standard EDI transaction set for the 832 Price/Sales Catalog.

Please note: Elements coded with an "M" are mandatory and are required on all catalog submissions. Elements coded with a "C" are conditional and are required if certain conditions are met (see annotation at the bottom for each specific condition). Elements coded with an "O" are optional and are not required fields.

<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>	<i>M/C/O</i>
<b>ST Transaction Set Header</b>	<b>ST01</b>	"832"		M
	<b>ST02</b>	n/a		M
<b>BCT Beginning Segment for Price/sales Catalog</b>	<b>BCT01</b>	"PC" - price catalog		M
	<b>BCT02</b>	contract-number	13 AN	M
<b>DTM Date/Time Reference</b>	<b>DTM01</b>	"152" - effective date of change		M
	<b>DTM02</b>	update-date	date	M
	<b>DTM03</b>	update-time (HHMMSS)	time	M
<b>LIN Item Identification</b>	<b>LIN01</b>	line-number	4 UI	M
	<b>LIN02</b>	"SW" - stock number		M
	<b>LIN03</b>	stock-number	13 AN	M
	<b>LIN04</b>	"VP" - vendor part		M
	<b>LIN05</b>	part-number	25 AN	M
	<b>LIN06</b>	"ZZ" - mutually defined to indicate the type of change		M
	<b>LIN07</b>	update-indicator "C" = Change "D" = Delete	1 AN	M
	<b>LIN08</b>	"ZZ" - mutually defined to indicate economic indicator		M

<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>	<i>M/C/O</i>
<b>REF Reference Identification</b>	<b>LIN09</b>	economic indicator 0 = Large Bus. 1 = SB (Small business) 2 = SDB (Small disadvantaged business) 3 = WOSB (Women owned small business) 4 = VOSB (Veteran owned small business) 5 = SDVOSB (Service-disabled veteran owned small business) 6 = HZSB (Hub-Zone small business) 7 = Native Indian small business 8 = Native Hawaiian small business	2 AN	M
	<b>REF01</b>	"ZZ" – Mutually defined	2 ID	O
	<b>REF02</b>	"SO"	2 AN	O
	<b>REF03</b>	Special Ordering Instructions	80 AN	O
	<b>REF01</b>	"ZZ" – Mutually defined	2 ID	M
	<b>REF02</b>	"FS"	2 AN	M
	<b>REF03</b>	Foreign Source Indicator "Y"=Yes, "N"=No	1 AN	M
	<b>REF01</b>	"ZZ" – Mutually defined	2 ID	O
	<b>REF02</b>	"SK"	2 AN	O
	<b>REF03</b>	Vendor SKU	20 AN	O
	<b>REF01</b>	"ZZ" – Mutually defined	2 ID	M
	<b>REF02</b>	"DU"	2 AN	M
	<b>REF03</b>	DSCP Unique "Y"=Yes, "N"=No	1 AN	M
	<b>PID01</b>	"F" - free form		M
	<b>PID02</b>	"GEN" - general		M
	<b>PID03</b>	n/a		
	<b>PID04</b>	n/a		
	<b>PID05</b>	DSCP item-description	80 AN	M
	<b>PID06</b>	n/a		
	<b>PID07</b>	n/a		
	<b>PID08</b>	DSCP Standard Acceptance	1 ID	M

<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>	<i>M/C/O</i>
		"Y" = Yes, "N" = No		
<b>MEA Measurements</b>	<b>MEA01</b>	"WA" = Waste		C*
	<b>MEA02</b>	"T" = Tare Weight (Total weight of all packaging for item)	1 ID	C*
	<b>MEA03</b>	Tare Weight Value	9,2 decimal	C*
	<b>MEA04</b>	Tare Weight Unit of Measure	2 ID	C*
	<b>MEA01</b>	"WA" = Waste	2 ID	C*
	<b>MEA02</b>	"ZAL" = Aluminum (Total weight of aluminum packaging for item)	3 ID	C*

<b>P04 Item Physical Detail</b>	<b>MEA03</b>	Aluminum Weight Value	9,2 decimal	C*	JN9001
	<b>MEA04</b>	Aluminum Weight Unit of Measure	2 ID	C*	JN9001
	<b>MEA01</b>	"WA" = Waste	2 ID	C*	JN9001
	<b>MEA02</b>	"ZSN" = Tin (Total weight of tin) packaging for item)	3 ID	C*	JN9001
	<b>MEA03</b>	Tin Weight Value	9,2 decimal	C*	JN9001
	<b>MEA04</b>	Tin Weight Unit of Measure	2 ID	C*	JN9001
	<b>MEA01</b>	"WA" = Waste	2 ID	C*	JN9001
	<b>MEA02</b>	"ZFL" = Paper (Total weight of paper and cardboard packaging for item)	3 ID	C*	JN9001
	<b>MEA03</b>	Paper Weight Value	9,2 decimal	C*	JN9001
	<b>MEA04</b>	Paper Weight Unit of Measure	2 ID	C*	JN9001
	<b>MEA01</b>	"WA" = Waste	2 ID	C*	JN9001
	<b>MEA02</b>	"VIN" = Plastic (Total weight of plastic packaging for item)	3 ID	C*	JN9001
	<b>MEA03</b>	Plastic Weight Value	9,2 decimal	C*	JN9001
	<b>MEA04</b>	Plastic Weight Unit of Measure	2 ID	C*	JN9001
	<b>MEA01</b>	"WA" = Waste	2 ID	C*	JN9001
	<b>MEA02</b>	"ZZZ" = Glass (Total weight of glass packaging for item)	3 ID	C*	JN9001
	<b>MEA03</b>	Glass Weight Value	9,2 decimal	C*	JN9001
	<b>MEA04</b>	Glass Weight Unit of Measure	2 ID	C*	JN9001
	<b>PO401</b>	units-per-purchase-pack	4 UI	M	Original
	<b>PO402</b>	package-size	8 explicit decimal 2 "12345.78"	M	Original
	<b>PO403</b>	package-unit-of-measure	2 AN	M	Original
	<b>PO404</b>	packaging-code (Note: must = "AVG" if item is catch weight)	5 AN	M	Original
	<b>PO406</b>	Gross Weight	9,2 decimal	M	JN7002
	<b>PO407</b>	Gross Weight Unit	2 ID	M	JN7002
	<b>PO408</b>	Gross Volume	9,2	M	JN7002

	<b>PO409</b>	Gross Volume Unit	decimal 2 ID	M	JN7002
<b>ITD Terms of Sale</b>	<b>ITD01</b>	"16" - Prompt Payment Act		M	Original
	<b>ITD02</b>	n/a			
	<b>ITD03</b>	n/a			
	<b>ITD04</b>	n/a			
	<b>ITD05</b>	n/a			
	<b>ITD06</b>	n/a			
	<b>ITD07</b>	n/a			
	<b>ITD08</b>	n/a			
	<b>ITD09</b>	n/a			
	<b>ITD10</b>	n/a			
	<b>ITD11</b>	n/a			
	<b>ITD12</b>	Brand Name	40 AN	M	Original
<b>LDT Lead Time</b>	<b>LDT01</b>	Lead time code – "AU" = Shelf life (Mutually defined)	2 ID	O	JN7002
	<b>LDT02</b>	Shelf life (# of months or days)	3 Integer	O	JN7002
	<b>LDT03</b>	Shelf life Unit - "MO" = Month "DY" = Day	2 ID	O	JN7002
<b>SAC Service, Promotion, Allowance, or Charge Information</b>	<b>SAC01</b>	"A" = Allowance	1 ID	C**	JN7002
	<b>SAC02</b>	"C260" – Discount – Incentive (NAPA)	4 ID	C**	JN7002
	<b>SAC05</b>	NAPA Allowance (\$)	10,2 decimal	C**	JN7002
	<b>SAC01</b>	"A" = Allowance	1 ID	C**	JN7002
	<b>SAC02</b>	"C300" – Discount – Special (Food Show)	4 ID	C**	JN7002
	<b>SAC05</b>	Food Show Allowance (\$)	10,2 decimal	C**	JN7002
	<b>SAC01</b>	"A" = Allowance	1 ID	C**	JN7002
	<b>SAC02</b>	"C310" – Discount – (Promotional)	4 ID	C**	JN7002
	<b>SAC05</b>	Promotional Allowance (\$)	10,2 decimal	C**	JN7002
	<b>SAC01</b>	"C" = Charge	1 ID	M	JN7002
	<b>SAC02</b>	"C330" – Distribution fee	4 ID	M	JN7002
	<b>SAC03</b>	"ZZ" = Mutually defined	2 ID	M	JN7002
	<b>SAC04</b>	Distribution fee category code	4 AN	M	JN7002
	<b>SAC05</b>	Distribution fee for Unit of Measure	10,2 decimal	M	JN7002



<b>CTP Pricing Information</b>	<b>CTP01</b>	n/a			
	<b>CTP02</b>	"STA" - standard price		M	Original
	<b>CTP03</b>	vendor-price (per unit of measure)	10 explicit decimal 2	M	Original
	<b>CTP04</b>	Catch weight multiple Number of units (in LB units) that must be ordered to purchase 1 case of product	6 Integer (entered for catch weight items only) otherwise blank	C** *	JN7002
	<b>CTP05</b>	unit-of-measure (Note: must be "LB" if item is catch weight)	2 AN	M	Original
	<b>CTP06</b>	"SEL" Price Multiplier Qualifier	3	M	Original
	<b>CTP07</b>	ratio-numerator	4 UI	M	Original
	<b>CTP08</b>	ratio-denominator	4 UI	M	Original
<b>CTP Pricing Information</b>	<b>CTP01</b>	n/a			
	<b>CTP02</b>	"PRO" = Producer's Price		M	JN9001
	<b>CTP03</b>	CONUS = Product price; OCONUS = Delivered Price (per unit of measure)	10 explicit decimal 2	M	JN9001
<b>CTT Transaction Totals</b>	<b>CTT01</b>	total number of line items	4 UI	M	Original
<b>SE Transaction Set Trailer</b>	<b>SE01</b>	number of included segments		M	Original
	<b>SE02</b>	transaction set control number		M	Original

C\* = Conditional: Element is required if catalog is used for Navy standard core menu.

C\*\* = Conditional: Item is required if allowance applies for this item

C\*\*\* = Conditional: Element is required if item is a Catch-weight item.

## 850 Purchase Order

Outbound X12 850 Transaction, Version 3040

### Description:

This map is for a detailed purchase order 850 sent to an EDI capable vendor from DSCP. It is generated for each order placed by a customer in STORES.



**ISA – Interchange Control Header**

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	I01	Authorization Information Qualifier	"00"	M	ID	2/2
02	I02	Authorization Information	Blank	M	AN	10/10
03	I03	Security Information Qualifier	"00"	M	ID	2/2
04	I04	Security Information	Blank	M	AN	10/10
05	I05	Interchange ID Qualifier	"ZZ" = Mutually defined	M	ID	2/2
06	I06	Interchange Sender ID	LAP DoDAAC	M	AN	15/15
07	I05	Interchange ID Qualifier	Vendor's ID qualifier	M	ID	2/2
08	I07	Interchange Receiver ID	Vendor ID	M	AN	15/15
09	I08	Interchange Date	Date of transmission	M	DT	6/6
10	I09	Interchange Time	Time of transmission	M	TM	4/4
11	I10	Interchange Control Standards Identifier	"U" = U.S. EDI Community	M	ID	1/1
12	I11	Interchange Control Version Number	"00200" = assigned value	M	ID	5/5
13	I12	Interchange Control Number	Control Number (matches IEA below)	M	N0	9/9
14	I13	Acknowledgement Requested	"0" = No acknowledgement requested	M	ID	1/1
15	I14	Usage Indicator	"P" = Production data	M	ID	1/1
16	I15	Component Element Separator	">"	M	AN	1/1

**GS – Functional Group Header**

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	479	Functional Identifier Code	"PO" = Purchase Order	M	ID	2/2
02	142	Application Sender's Code	LAP DoDAAC	M	AN	2/15
03	124	Application Receiver's Code	Vendor ID	M	AN	2/15
04	373	Date	Date of transmission	M	DT	6/6
05	337	Time	Time of transmission	M	TM	4/8
06	28	Group Control Number	Control Number (matches GE below)	M	N0	1/9
07	455	Responsible Agency Code	"X" = X12	M	ID	1/2
08	480	Version/Release/Industry/Identifier	EDI X12 Version (003040)	M	AN	1/12

		Code				
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#### ST – Transaction Set Header

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	143	Transaction Set Identifier Code	“850”	M	ID	3/3
02	329	Transaction Set Control Number	Control Number (matches SE below)	M	AN	4/9

#### BEG – Beginning Segment for Purchase Order

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	353	Transaction Set Purpose Code	“00” = Original	M	ID	2/2
02	92	Purchase Order Type Code	“NE” = New Order	M	ID	2/2
03	324	Purchase Order Number	Purchase Order Number	M	AN	1/22
04	328	<b>Release Number</b>	Call Number	O	AN	1/30
05	373	<b>Date</b>	Purchase Order Date	M	DT	6/6
06	367	<b>Contract Number</b>	Contract number	O	AN	1/30

#### DTM – Date/Time Reference

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	374	Date/Time Qualifier	“002” = Delivery Requested	M	ID	3/3
02	373	Date	Required Delivery Date	M	DT	6/6

#### N1 – Name

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	98	Entity Identifier Code	“ST” = Ship To	M	ID	2/2
02	93	Name	NA	M	AN	1/35
03	66	Identification Code Qualifier	“10” = DODAAC	M	ID	2/2
04	67	Identification Code	Ship to DODAAC	M	AN	2/17

#### N2 – Additional Name Information

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	93	Name	Facility	M	AN	1/35
02	93	Name	Building	O	AN	1/35

#### N3 – Address Information

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	166	Address	Address Line 1	M	AN	1/35

		Information				
02	166	Address Information	Address Line 2	M	AN	1/35

#### **N4 – Geographic Location**

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	19	City Name	City	O	AN	2/30
02	156	State or Province Code	State	O	ID	2/2
03	116	Postal Code	Zip	O	ID	3/11

#### **PO1 – Baseline Item Data**

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	350	Assigned Identification	Line number	O	AN	1/11
02	330	Quantity Ordered	Quantity Ordered	M	R	1/9
03	355	Unit or Basis for Measurement Code	Unit of shipment	M	ID	2/2
04	212	Unit Price	Vendor Price	X	R	1/17
05	639	Basis of Unit Price Code	Not used	O	ID	2/2
06	235	Product/Service ID Qualifier	"VP" = Vendor's (Seller's) Part Number	M	ID	2/2
07	234	Product/Service ID	Part number	X	AN	1/40
08	235	Product/Service ID Qualifier	"SW" = Stock Number	M	ID	2/2
09	234	Product/Service ID	Part number	X	AN	1/40
10	235	Product/Service ID Qualifier	"ZZ" = Mutually Defined	M	ID	2/2
11	234	Product/Service ID	fic	X	AN	1/40

#### **PID – Product/Item Description**

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	349	Item Description Type	"F" = free-form	M	ID	1/1
02	750	Product/Process Characteristic Code	Not used	O	ID	2/3
03	559	Agency Qualifier Code	Not used	X	ID	2/2
04	751	Product Description Code	Not used	X	AN	1/12
05	352	Description	Item description	X	AN	1/80

**N9 – Reference Number** (Segment only written if the order meets UGR-A definition listed in the MSG which follows.)

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
<b>01</b>	<b>128</b>	<b>Reference Number Qualifier</b>	<b>WF = Locally Assigned Control Number</b>	<b>M</b>	<b>ID</b>	<b>2/2</b>

<b>02</b>	<b>127</b>	<b>Reference Number</b>	<b>Not used</b>	<b>X</b>	<b>AN</b>	<b>1/30</b>
<b>03</b>	<b>369</b>	<b>Free Form Description</b>	<b>UGR-A Exception Data</b>	<b>X</b>	<b>AN</b>	<b>1/45</b>

#### **MSG – Message Text**

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
<b>01</b>	<b>933</b>	<b>Free Form Message Text</b>	<b>Exception data (Sent only on UGR-A orders)</b>	<b>M</b>	<b>AN</b>	<b>1/264</b>

#### **CTT – Transaction Totals**

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	354	Number of Line Items	Total items per PO	M	N0	1/6
02	347	Hash Total	Total dollar value per PO	O	R	1/10

#### **SE- Transaction Set Trailer**

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	96	Number of Included Segments	Number of Segments	M	N0	1/10
02	329	Transaction Set Control Number	Control Number (matches ST above)	M	AN	4/9

#### **GE – Functional Group Trailer**

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	97	Number of Transaction Sets Included	Number of Transaction Sets	M	N0	1/6
02	28	Group Control Number	Control Number (matches GS above)	M	N0	1/9

#### **IEA – Interchange Control Trailer**

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	116	Number of Included Functional Groups	Number of Groups	M	N0	1/5
02	112	Interchange Control Number	Control Number (matches ISA above)	M	N0	9/9

### Explanation of the Example:

The following example illustrates how an 850 would be formatted when sent to a vendor.

Please note: Vendors should be prepared to accept multiple orders from the same customer on any given day.

**ISA~00~        ~00~        ~ZZ~M0026A        ~ZZ~Vendor ID**  
**~010907~1036~U~00200~000456789~0~P~>**  
**GS~PO~M0026A~Vendor ID~010907~1036~123456789~X~003040**  
**ST~850~0001**  
**BEG~00~NE~purchase\_order\_number~call\_number~purchase\_order\_date~contract\_number**  
**DTM~002~required\_delivery\_date**  
**N1~ST~~10~ship\_to\_dodac**  
**N2~facility~building**  
**N3~address\_line\_1~address\_line\_2**  
**N4~city~state~zip**  
**PO1~line\_number~quantity\_ordered~unit\_of\_shipment~vendor\_price~~VP~part\_number~SW~stock\_number~ZZ~fic**  
**PID~F~~~~item\_description**  
**N9~WF~~UGR-A Exception Data**  
**MSG~exception\_text**  
**CTT~total\_items\_per\_po~total\_dollars\_per\_po**  
**SE~13~0001**  
**GE~1~123456789**  
**IEA~1~000456789**