

NATIONAL ALLOWANCE PRICING AGREEMENT
(NAPA)

Agreement Number: _____

Issued By:

DLA TROOP SUPPORT AGENCY
700 ROBBINS AVE
PHILADELPHIA, PA 19111
ATTN: DLA TROOP SUPPORT -FTGB
NAPA TEAM
BLDG 6

For Information Call:

Kimberly Barnes
Phone: (267)-216-5100
e-mail: Kimberly.Barnes@dla.mil

Business Classification [check appropriate box(es)]:

() SMALL () OTHER THAN SMALL () DISADVANTAGED () WOMAN-OWNED

MANUFACTURER INFORMATION:

Company Name: _____

Division (if applicable): _____

Address: _____

Phone Number: _____

Fax Number: _____

Company Representative _____

Address: _____
(Only if different from above)

Phone Number _____

Fax Number: -- _____

EMAIL: -- _____

VALUE-ADDED SERVICES AVAILABLE

Merchandising support, recipe resources, menu planning, training etc. your company will provide to DLA Troop Support Prime Vendor customers at no additional cost.

TERMS OF NATIONAL ALLOWANCE PRICING AGREEMENT

1. This NATIONAL ALLOWANCE PRICING AGREEMENT (NAPA) is an instrument used to capture special pricing arrangements offered by the food industry. **This NAPA is not a Contract.**

2. This Agreement is for the sole, exclusive use of DLA Troop Support, its contractors, and customers. Any other use of this Agreement without the expressed, written consent of DLA Troop Support is strictly prohibited and may result in termination of this Agreement.

3. The Agreement Holder completes the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. (Register Your Entity or Get a Unique Entity ID to get started doing business with the federal government).

4. By placing orders under this Agreement, the Agreement Holder certifies that the items comply with DFAR 252.225-7012 Preference for Certain Domestic Commodities. **The source restrictions of the Berry Amendment, 10 U.S.C. 2533a as implemented in DFARS 225.70 and 252.225-7012 and included in this agreement are applicable to the procurement of food items. In general, the Berry Amendment requires that food items procured and delivered be grown, manufactured, reprocessed, or produced in the United States.**

5. Agreement Holders will submit their offered discounts by SKU or manufacturer code.

6. Allowances will be subtracted directly from the invoice price only (this is also known as a deviated allowance). Contractors unable to provide an allowance in this format will be excluded from participating in this program.

7. NAPA catalogs are updated monthly. Allowance adjustments, additions, and deletions of items may be adjusted monthly. **Adjustments will be submitted in writing to the NAPA team 30 days prior to the catalog effective date. The effective dates are the first SUNDAY of the month. (FSOM)**

8. The Agreement will remain in effect from the date of the joint signing of this Agreement until cancelled upon thirty (30) days written notice by either party. In addition, this Agreement may be terminated by the Government immediately for causes including but not limited to, any of the following:

(i) Debarment or suspension of the Agreement Holder.

(ii) **Failure by the Agreement Holder to agree to any deletion, amendment, or addition to the NAPA, which is required by statute, Executive Order, the Federal Acquisition Regulation or other applicable regulation.**

9. This Agreement shall not require the Prime Vendor to carry the Agreement Holder's products. Agreement Holders shall be responsible for generating demand for their products and for negotiating stockage requirements with the Prime Vendor.

10. This Agreement shall not obligate DLA Troop Support customers to purchase the Agreement Holder's products.

11. All changes to this NAPA shall be in writing and shall be signed by the Contracting Officer and the authorized representative of the Agreement Holder except for administrative revisions, which may be issued unilaterally.

12. Unless otherwise mutually agreed to by the Parties and incorporated in writing, no deletion, cancellation, addition, revision, or partial/total termination of this agreement shall affect any order issued prior to such deletion, cancellation, addition, revision, or termination. All orders issued during the effective period of this agreement, shall be governed by the terms and conditions of the NAPA at the time the order was issued.

13. Allowances may be reimbursed within 30 days, in accordance with terms agreed to between Agreement Holders and the Prime Vendors, unless the Agreement Holder and Prime Vendor agree to different terms.

14. Agreement Holders consent to allow DLA Troop Support to release the contents of this Agreement to all the DLA Troop Support Subsistence Prime Vendors and customers. This agreement may be disseminated by means of electronic media (i.e., electronic mail or Internet) or other publication.

15. DLA Troop Support will accept further price reductions from the Agreement Holder throughout the life of this agreement. Temporary price reductions shall be accomplished through a product bulletin when such reductions are for thirty (30) days or more. For price reductions under thirty (30) days, written confirmation from the Agreement Holder is the only documentation required. As the agreement holder you are responsible for distribution of all paperwork to applicable prime vendors. Agreement holders may offer additional discounts for DLA Troop Support customer purchases made at various trade shows.

16. Any value-added services offered by the Agreement Holder will be provided at no additional cost to DLA Troop Support or its customers.

17. Disputes involving allowances will be resolved between the Prime vendor and the Agreement Holder. However, if a dispute involving discount arises, DLA Troop Support will work with the Prime Vendor and the Agreement Holder to facilitate a resolution. DLA Troop Support is not liable for any unresolved disputes.

18. Agreement Holders will provide all reasonable cooperation when unusual requirements arise. Unusual requirements may include, for example, natural disasters, national emergencies, or other situations that create a surge in requirements.

19. Outside Continental United States (OCONUS) Prime Vendor Contract allowances will be deducted as a bill back by the state side contractor or subcontractor. In the event a DLA Troop Support Prime Vendor uses a full line food distributor as a subcontractor or joint venture partner, Agreement Holders must honor NAPA allowances to those subcontractors/joint venture members. Agreement Holders should accept Velocity Reports from these food distributors.

20. Agreement Holders with a Web page should list it below. DLA Troop Support will establish a "hot link" between its NAPA page and the Agreement Holders Web page:

21. NAPA participant, agreement holders may subscribe to DLA Troop Support's third-party tracking program.

22. This agreement does not disqualify DLA Troop Support from taking advantage of any other or additional pricing opportunities offered by the agreement holder if that price is more favorable to DLA Troop Support than the allowances offered under this agreement; therefore, the NAPA allowance is the minimum discount DLA Troop Support shall accept.

23. If, within a one-year period, little or no activity is reported to DLA Troop Support by its Prime Vendors then DLA Troop Support may cancel this agreement.

24. Agreement Holder will treat the Government as a most preferred customer. meaning discounts/allowances given to other essential accounts shall be given to the Government under this agreement.

25. The Prime Vendor will send its Velocity Report to (please submit address):

26. Name and Title of Signer:

(Type or Print)

Signature

Date: _____

Name of Contracting Officer:

Margaret Conforto

(Type or Print)

Signature

Date: _____