SUPPLY CHAIN TRANSFORMATION - RESALE ORDERING AGREEMENT MASTER TERMS AND CONDITIONS

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I. DEFINITIONS

RESALE ORDERING AGREEMENT (ROA):

A written agreement (the "Agreement") negotiated between the Defense Commissary Agency (DeCA) and the Supplier/Broker/Contractor/Manufacturer (referred to as the "Supplier" or "Contractor") that consists of master terms and conditions for identifying authorized brand name products and the established Cost of Goods (COG). For order products classified under the Frequent Delivery System (FDS), this instrument operates as a no-cost contract where DeCA will generally not purchase or pay for items directly from the Supplier. Instead, the Supplier shall make goods available for sale to DeCA-authorized distributors at the Supplier negotiated COG under this ROA. The authorized-distributors may purchase the goods through a separate contract directly between the distributors and the Suppliers. DeCA reserves the right, when authorized by the Contracting Officer or authorized ordering official, to apply DSD or DSD-S ordering procedures to products otherwise classified as FDS items under this ROA. Applying DSD or DSD-S ordering procedures to an FDS item does not reclassify the item as a DSD or DSD-S product for purposes of the standard FDS distributor framework. This modified ROA definition does not apply to Direct Store Delivery products (DSD and DSD-S) which DeCA will purchase in accordance with the terms and conditions that existed in the Agreement prior to this modification.

This ROA contains mandatory provisions and clauses from the Federal Acquisition Regulation (FAR), Defense FAR Supplement (DFARS), and DeCA local provisions and clauses. It also provides the basic terms and conditions which apply to ROAs issued by DeCA covering both the Continental United States (CONUS) and Outside CONUS (OCONUS) locations.

Brand name resale items authorized to be ordered by DeCA's distributor(s) or for DeCA's use are limited to those items contained in the DeCA Catalog Master File (CMF) and the Regional CMF. In order for an item to be on a CMF, it must be presented on DeCA Form 40-15, New Item & File Maintenance Form, and approved by the Marketing Business Unit or Regional Merchandising personnel. All brand name resale items must be certified by the manufacturer or its representative, as being available for sale in commercial stores under the same brand name, as required by 10 U.S.C. § 2484(f). The certification will be subject to the provisions of Title 18, United States Code, section 1001. All brand name resale items that are presented on DeCA Form 40-15 and approved by DeCA will become part of the ROA.

The Supplier must stipulate where their products are available and at what COG based on DeCA's Price Zones worldwide. The Supplier shall ensure items are made available for fulfillment to DeCA locations through DeCA-authorized distributors. In instances where DeCA exercises its right to order directly, the Supplier shall deliver such items only if and when called for by the Contracting Officer or authorized individuals located within DeCA, to include its Commissaries or Order Processing Points (OPP).

BRAND NAME: A "brand name" commercial item is an item procured by brand or trade name without reference to a specification. The brand name commercial item for resale within a commissary must also be a commercial item that is regularly sold outside of commissary stores

under the same brand name as the name by which the commercial item will be sold in, at, or by commissary stores. In determining whether a brand-name commercial item is regularly sold outside of commissary stores, only sales of the item on a regional or national basis by commercial grocery or other retail operations consisting of multiple stores, shall be considered. Additionally, this limitation does not restrict the introduction of new items into the commissary system when their release to the commissary system is simultaneous with their introduction in the commercial sector. (The "introduction of new items" in this context is defined as being introduced and accepted for resale.) [Reference: 10 U.S.C. § 2484(f)].

BROKER: An official representative authorized by the manufacturer to act on the manufacturer's behalf to fulfill contractual requirements.

CENTRAL DISTRIBUTION CENTER (CDC): Is an accountable commissary unit which provides merchandise support to multiple commissaries from a central warehouse, not normally co-located with a commissary.

COMPUTER ASSISTED ORDERING (CAO): CAO is an automated order forecasting and generation system that utilizes historical sales data, limited human intervention, and seeks to achieve management of a Just-In-Time inventory. CAO is used to order products classified under the Frequent Delivery System (FDS). Stores must have an FDS delivery at least once a week in order to utilize the CAO system. CAO uses three factors to forecast an order. First and foremost is Balance on Hand (number of units on the shelf plus what is in the backroom); the second is Shelf Max (the maximum number of units of an item that will fit within its allocated shelf space); the third is sales history (there is an algorithm used to account for various factors influencing daily demand such as day of the week, paydays versus non-paydays, and promotional sales). When CAO system generates an order, the system also considers the amount of lead-time between when the order is created, when the order will be delivered, and the number of sales days the order is expected to cover.

COST OF GOODS (COG): COST OF GOODS (COG): The specific price negotiated by the Supplier/Broker/Manufacturer and DeCA for authorized items under this agreement. For the purposes of this ROA and associated documentation, the Cost of Goods is often referred to interchangeably as the "price." This established COG serves as the baseline for the goods made available to the DeCA-authorized distributor and dictates the price DeCA will ultimately pay the distributor for those goods. The COG does not control the commercial agreement between the Supplier and the Distributor, and negotiations between those entities remain strictly between them, recognizing that the cost of goods between a Supplier and the Distributor may be different than the COG negotiated between the Supplier and DeCA. However, any such separate supplier-distributor commercial arrangement shall not alter DeCA's established COG, increase DeCA's ultimate payment obligation to the distributor, or limit the Supplier's performance obligations under this ROA.

DELIVERY METHODS:

FREQUENT DELIVERY SYSTEM (FDS): All items previously delivered under the

following; system under which the product is delivered to the commissary or a designated port of embarkation for overseas shipments on a predetermined frequency. The product is electronically ordered from DeCA's approved distributors and delivered based on the required delivery date. Under this method of delivery two billing options are available (also referred to as rollup) - semimonthly or weekly rollups.

DIRECT STORE DELIVERY (DSD): Reserved.

DIRECT STORE DELIVERY - SINGLE ORDER (DSD-S): Reserved.

DELIVERY TICKET INVOICING (DTI): A method of billing where the delivery ticket accompanying each delivery serves as the invoice. Companies on DTI are no longer required to submit invoices to the DeCA payment office.
An original and one copy of the DTI shall be furnished at the time of delivery to the specified delivery location (commissary, central distribution center).
The DTI shall serve as both the receipt and invoice for bill paying purposes.
A separate invoice shall not be submitted to the designated paying office/service center.
The contractor's DTI must comply with paragraphs (g) and (i) of FAR 52.212-4, Contract Terms and Conditions – Commercial Items. Failure to comply with the requirements of these paragraphs may result in rejection of the supplier's DTI and delay payment.
Each DTI will cover a single delivery (i.e., multiple deliveries may not be rolled up into a single DTI).
When billing periods (rollups) apply, the DTIs provided with each delivery will be accumulated by the Government, and a consolidated payment will be made.
The remittance address must match the remittance address on each delivery ticket and remittance section of the Central Contractor Registration (CCR).

DEMAND RECEIPT DATE (DRD): The DRD is determined by and calculated from the date on which a distributor or manufacturer electronically acknowledges receipt of an order transmitted by an OPP. The DRD determines effective dates for pricing; i.e., prices of items in shipments are those prices in effect on the DRD that pertains to the shipment.

DEPARTMENT OF DEFENSE ACTIVITY ADDRESS CODE (DODAAC): A unique facility address that is used as shipping and billing identifier. (For example, the DODAAC for Fort Lee is HQCCBC).

DISTRIBUTOR: A DeCA-appointed entity responsible for the physical distribution of products and direct invoicing to DeCA for goods received. DeCA purchases the goods directly from the distributor and remits payment to the distributor based on the Cost of Goods (COG) established in this ROA. The authorized distributor for each commissary shall be designated in writing by the Contracting Officer with a minimum 30-day Supplier/Broker/Manufacturer notification period before a DeCA initiated change.

ELECTRONIC DATA INTERCHANGE (EDI) TRADING PARTNER AGREEMENT

(TPA): The agreement that the offeror shall enter into with the Defense Commissary Agency, which will ensure EDI compliance.

FILL RATES: The fill rate percentage will be determined by reviewing quantities of items ordered against the quantities delivered to stores by the Manufacturer's FDS distributors *(total cases reflected on the 856 divided by the total cases reflected on the 857, minus total invalid cases on the 857.)*

GLOBAL TRADE IDENTIFICATION NUMBER (GTIN): Is an identifier for trade items developed by GS1 (comprising among others of the former EAN International and Uniform Code Council). Such identifiers are used to look up product information in a database (often by inputting the number through a bar code scanner pointed at an actual product) which may belong to a retailer, manufacturer, collector, researcher, or other entity. The uniqueness and universality of the identifier is useful in establishing which product in one database corresponds to which product in another database, especially across organizational boundaries.

GLOBAL DATA SYNCHRONIZATION NETWORK (GDSN): GDSN is the GS1 Global Data Synchronization Network, built around the GS1 Global Registry®, GDSN-certified data pools, the GS1 Data Quality Framework and GS1 Global Product Classification which when combined, provides a powerful environment for secure and continuous synchronization of accurate item and case data. Synchronizing accurate, properly classified data results in Smoother and quicker business processes ■Improved accuracy of orders ■Fewer forms to fill out ■Fewer duplicate systems and processes ■A proven way to drive unnecessary costs out of the supply chain. Many suppliers and their customers around the world, both large corporations and small manufacturers and producers, have already discovered how synchronizing qualitative, properly classified data using GDSN can bring both benefits and opportunities. DeCA has GDSN capability and strongly encourages all companies to provide this information and use GDSN. Information about GDSN is located at www.commissaries.com.

GUARANTEED SALES: If the Guaranteed Sales block is checked on the DeCAF 40-15, the Contractor will guarantee that the items listed on the DeCAF 40-15 will sell in DeCA commissaries in a period of time agreed upon by the Contractor and DeCA. If the items fail to sell in the commissaries, the Contractor agrees to reimburse DeCA for all unsold items at the price at which they were purchased. DeCA encourages suppliers to mark down and/or use instant redeemable coupons to facilitate sale of the products, if necessary.

NOTICE TO THE TRADE (NTT): The form of written communication that DeCA uses to notify resale industry partners of items of significant interest that are likely to affect their business relationship with DeCA. These notices are posted on DeCA's website at www.commissaries.com/business/trade_notices.cfm.

ON-LINE CERTIFICATIONS AND REPRESENTATIONS (ORCA): ORCA is an e-Government initiative developed to replace the paper based Representations and Certifications process. Prospective contractors SHALL complete electronic annual representations and

certifications.

ORDER PROCESSING POINT (OPP): A location within the United States to which an Overseas Ordering Point (OOP) transmits orders. The OPP receives orders from an OOP and electronically processes and routes them to distributors and manufacturer source load suppliers.

ORDERING OFFICERS: Individuals assigned the responsibility for issuance and administration of call orders placed against this agreement, are subject to the following:

(1) Designation of Ordering Officers: In accordance with the DeCA Acquisition Regulation Supplement (DeCAARS), the contracting office may designate certain job positions/titles as ordering officers. The persons who occupy the positions that follow are appointed as ordering officers and are responsible to and under the technical supervision of the Contracting Officer who signed this Resale Ordering Agreement (ROA): Store Director, Store Administrator, Store Manager, Department Managers, and Supply Clerk/Technician. Ordering officer designations shall become effective on the date of commencement of performance and shall remain effective, unless sooner revoked, until expiration of this ROA.

(2) Authority, Limitations, and Responsibilities: Ordering officers are agents of the Contracting Officer who are authorized to issue, maintain, modify, and terminate call orders against this ROA. Ordering officers are subject to the method of purchase and to the limitations and requirements set out in the Ordering Officer's Guide for Resale Items, DeCA Handbook 10-11 (www.commissaries.com). The authority stated herein shall not be delegated to any other persons, or title/position than listed above. The administration of the ROA and all terms and conditions therein, is the responsibility of the Contracting Officer.

(3) Issuance, Administration, and Termination of Call Orders: Call orders may be placed orally, electronically, or in writing within 7 days prior to the scheduled delivery day, unless otherwise proposed and accepted into the ROA, and will be administered by the person who placed the order. Orders issued against this ROA will be administered by the person/position that placed the order. Contractors are cautioned to accept call orders against this ROA only from the Contracting Officer; Procurement Personnel assigned to the Contracting Officer; or authorized Ordering Officers. Accepting and filling orders from persons other than those designated herein may result in loss or delay in payment for products delivered under such orders.

OVERSEAS ORDERING POINT (OOP): Overseas locations where orders are created and transmitted to an OPP located in the United States. The OOP transmits updated orders to the OPP and is also responsible for the physical receipt of shipments.

POINT OF EMBARKATION (POE): The designated point of delivery for the containers before loading on the ship.

PERISHABLE AGRICULTURAL COMMODITY (PRODUCE): Basic definition is contained in Section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)). The term means any of the following, whether or not frozen or packed in ice: fresh fruits and fresh

vegetables of every kind and character; and includes cherries in brine.

PROMOTIONAL SCANDOWN: A scandown is a special promotion where an item is marked down through our business systems for a specific period of time. The number of units sold times the markdown is tabulated for all stores and the vendor is provided a consolidated invoice. Each store is given a credit for the number of units sold between the regular retail price and the scandown retail price.

PROMPT PAYMENT COMMODITIES:

BAKED GOODS: The term "Baked Goods" means perishable, fresh bakery products with a shelf life of 15 days or less, including all fresh bread and bread-type rolls and buns, fresh cakes, pies, pastries, and other similar perishable bakery products, such as tarts, doughnuts, cookies, sweet rolls/buns, muffins, croissants, bagels, tortillas, and biscuits (baking powder and raised). Also included are prepackaged snack cakes, snack pies, snack doughnuts; and partially cooked fresh bakery products such as brown and serve rolls. Excluded are "dry" products such as crackers, pretzels, prepackaged cookies, bread crumbs, cones, cereals, and breakfast bars. Also excluded are all frozen bakery products, refrigerated canned biscuits or canned sweet rolls, and refrigerated or frozen dough.

DAIRY PRODUCTS, EDIBLE FATS OR OILS, AND FOOD PRODUCTS PREPARED FROM EDIBLE FATS AND OILS:

(A) Dairy products - Products manufactured for human consumption which are derived from the processing of milk, and includes fluid milk products. (Definition taken from section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502)(e)). Includes milk, cheese, processed cheese products, butter, yogurt, and ice cream.

(B) Edible Fats or Oils - Fats or oils derived from plants or animals which are fit for human consumption. Includes cooking oils and salad oils.

(C) Products Prepared from Edible Fats or Oils - Products prepared from, and composed primarily of, edible fats or oils derived from plants or animals. Includes salad dressing, margarine, and mayonnaise.

MEAT, POULTRY MEAT, MEAT FOOD PRODUCTS, POULTRY MEAT FOOD PRODUCTS, EGGS, EGG FOOD PRODUCTS, AND FRESH OR FROZEN FISH:

(A) The term "meat, poultry meat, meat food products, poultry meat food products" includes perishable (fresh, chilled or frozen) meat and poultry meat, including processed meat and poultry meat food products, such as luncheon slices, frankfurters, bacon and ham, fresh eggs and perishable egg products. Also included are meat and/or poultry meat products, which contain a relatively small proportion of other food ingredients such as breaded chicken, pimento/olive loaf or cheese hot dogs. It excludes game, nonperishable meats and poultry meats, and all perishable or nonperishable mixed products (meat and/or poultry meat combined with other separately identifiable food articles to create a single food product, such as TV Dinners, sausage biscuit(s).

(B) The term "eggs" means the fresh whole shell eggs of the domesticated chicken, turkey, duck, goose, or guinea. The term "egg products" means only frozen whole eggs, egg

whites and/or egg yolks.

(C) The term "fresh or frozen fish" means finfish, mollusks, crustaceans, and all other forms of aquatic animal life used for human consumption; the term does not include marine mammals and seabirds.

PERISHABLE AGRICULTURAL COMMODITY (PRODUCE): Basic definition is contained in Section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)). The term means any of the following, whether or not frozen or packed in ice: fresh fruits and fresh vegetables of every kind and character; and includes cherries in brine.

RESALE ITEMS: Those products purchased by DeCA to be sold to patrons of the commissaries. Resale items include subsistence (edible food and food products) as well as other non-subsistence items (e.g., household products) authorized for resale in the commissaries.

RETAIL PRICE: The monetary value that a product is sold at the DeCA commissaries.

ROLLUP: Reserved.

SUPPLIER/BROKER/MANUFACTURER/VENDOR: The firm/company to whom a ROA is issued. For purposes of this Modification, references to “Contractor,” “Supplier,” “Manufacturer,” “Broker,” or “Vendor” mean the entity executing this ROA, unless specifically stated otherwise.

SWELL DISCOUNT PERCENTAGE ALLOWANCE (SWELL %): DeCA’s Swell Allowance Program is an initiative intended to eliminate most Brand Name Resale Vendor Credit Memorandums (VCMs) for unsaleable products, meaning products that are no longer fit for sale. Under this program, the manufacturer agrees to convert unsaleables credits into a mutually agreed percentage allowance. For resale goods furnished under the Distributor contract, the applicable Swell % shall be applied through the Distributor in accordance with the contract’s pricing and credit provisions. Products delivered as direct store delivery items, generally including bread, chips, and soft drinks, are excluded from this program.

VENDOR STOCKING: Vendor stocking is only applicable to OCONUS, as well as CONUS milk, eggs, fresh chicken, National Industries for the Blind (NIB) impulse strip clips and NIB racks and all DSD-S items.

a. Stocker:

The act of maintaining specified retail items available for display and sale in commissaries for customer purchase. Vendor Stockers are normally hired by either brokers or manufacturers to perform the stocking function within the store. Vendor Stockers are required to follow the DeCA written policy and specific guidelines applicable to store level contractors working within DeCA facilities. Only products in specifically designated categories as authorized can be vendor stocked. All vendor stocked items and categories are identified below:

(1) Frozen foods
(2) Refrigerated products (milk and eggs roll in/out cart loading)

(3) Random weight products (chicken, hams, frozen turkeys)
(4) Baby foods, baby supplies; e.g., rubber pants, bottles, and bottles, and bottle accessories
(5) Candy and gum
(6) Fresh prepackaged bakery products
(7) International (includes German, oriental, oriental soft pack, and cup of noodles)
(8) Gourmet and natural foods
(9) Pasta
(10) Snack items; e.g., chips, nuts, crackers, cookies, pretzels, salty snacks, and all popcorn
(11) Soft drinks, bottled water, new age beverages, bottled tea, coffee drink, etc. (includes FDS bottled water)
(12) Spices, seasonings, extracts, herbs, food coloring, dehydrated sauces, and cake decorations (excluding baking nuts)
(13) Batteries, cellophane tapes, mailing supplies, and shoe polish
(14) HBC products, razors, and razor blades (excludes sanitary products, personal care category, and adult incontinence products)
(15) Vitamins and body building products
(16) Hosiery
(17) Light bulbs
(18) Pet supplies and birdseed (does not include pet food or edible treats)
(19) All scrubbers, sponges, rubber gloves, and all blind-made products

b. Stocking:
The work requirement of a Vendor Stocker includes pulling cases of product from a warehouse or holding area utilizing a stocking cart to deliver products to the sales floor at designated times, opening cases and stocking products on retail shelving. Products are required to be properly merchandised whereby product is lined up and/or stacked with labels facing forward. The designated space as identified by the product label should be filled to the maximum extent possible within a full case. Product must be properly rotated to preclude out-of-date situations and stocked as frequently as necessary to ensure adequate product availability during store operating hours. Vendor Stockers must ensure that damaged products are not stocked in retail areas. The Vendor Stockers are required to clean up their areas upon completion of stocking to include returning stocking carts to designated areas and disposing of trash such as cardboard, paper and shrink-wrap. All Vendor Stockers are required to wear authorized badges at all times when working in the store and must sign in and out in designated areas, in accordance with applicable store policy. The manufacturer agrees to vendor stock the above items and the expectation is that the items will, in fact, be stocked.

II. EXECUTION OF RESALE ORDERING AGREEMENT (ROA) MODIFICATION

(a) By executing this ROA modification (referred to as the "Modification" or the "ROA"), the Contractor agrees to make its resale items available for purchase to DeCA-authorized distributors at the established Cost of Goods (COG). For FDS items, the Supplier's obligation is to maintain approved item and pricing information with DeCA and to make authorized products

available to DeCA-authorized distributors at the established COG. DeCA's payment obligation for FDS items shall run to the DeCA-authorized distributor under the separate distribution contract, and not to the Supplier, unless DeCA exercises its direct-order authority under this ROA. In consideration for this modification, DeCA grants the Contractor the opportunity to have its authorized goods made available for sale to patrons within DeCA commissaries. This modification converts the previously signed ROA into a no-cost contract between DeCA and the Supplier for all FDS items. Except as outlined in paragraph (c) below, DeCA will make no direct payments to the Supplier for goods under this agreement. This modification only applies to all FDS items. The originally awarded ROA continues to apply to DSD/DSD-S items.

(b) DeCA maintains full responsibility for Cost-of-Goods negotiations, retail pricing, assortment decisions, Plan-O-Gram development and execution of all Integrated Business Planning / Category Management decisions with the Supplier/Broker/Manufacturer community.

(c) The Government may terminate this ROA without cost at any time. If at any time the supplier desires to terminate this agreement, the Government must be notified, in writing, 45 calendar days prior to the effective date of termination.

(d) While DeCA will not remit payment directly to the Supplier under the standard no-cost framework of this agreement, DeCA reserves the unilateral right to exercise direct ordering authority and remit payment directly to the Supplier at the established COG. Such direct orders may be placed only by the Contracting Officer or an authorized ordering official. For any such direct order, the ordering, delivery, inspection, acceptance, invoicing, payment, and remedy provisions that applied before this Modification shall remain fully enforceable and applicable to that order. If a Supplier anticipates that a dispute, credit hold, allocation issue, or other commercial matter with a DeCA-authorized distributor may materially disrupt product availability for DeCA commissaries, the Supplier may notify the Contracting Officer as soon as practicable.

(e) For FDS items furnished through a DeCA-authorized distributor, DeCA's ordinary delivery, acceptance, rejection, shortage, damage, and nonconforming-goods remedies shall be administered under the applicable distributor contract, unless DeCA has placed a direct order with the Supplier under this ROA. Nothing in this Modification relieves the Supplier of obligations that remain supplier-specific under this ROA, including approved item and pricing submissions, brand-name certifications, code dating information, recall or market-withdrawal notifications, regulatory compliance for products made available under this ROA, and supplier-funded promotional, swell, or other allowances accepted by DeCA.

III. PRICING REQUIREMENTS

A. PRICE WARRANTY

(a) The average of all price offers made over a Calendar Year (January 1 through December 31) by the Contractor for all products covered by this agreement shall be as low, or lower than, those offers made to supermarkets in the United States under similar terms and conditions. The price offers made to DeCA may or may not be accepted for ordering by the Contracting Officer or an authorized individual located within DeCA. The terms and conditions of price offers shall include such factors as, but are not limited to, quantity/dollar discounts, period of purchase, promotional discounts and terms, retailer performance, discount payment terms or any other factor that results in or ultimately could have an effect on the prices offered to DeCA.

(b) For a period of two years following the close of the Calendar Year in which prices were offered to DeCA for products covered by this agreement, DeCA reserves the right to request documentation from the Contractor demonstrating the differences between its lowest offered commercial prices and the prices offered to DeCA. Such documentation shall include any and all factors comprising price offers that serve to make up the prices or ultimately may have an effect on the prices offered to DeCA.

The term "Supermarket", as used in this clause is defined as a retail store that sells a wide variety of food items, such as, fresh and prepared meats, produce, dairy, bread, refrigerated and frozen products, beverages and other grocery products, including nonfood items such as household products and health and beauty aids. Also, for purposes of this definition, supermarkets include the following formats: conventional grocery stores/supermarkets, warehouse stores, and supercenters/superstores operated by non-traditional competitors.

B. SUBMISSION OF PRICES

DeCA prefers monthly price quotes for all methods of delivery: For FDS items covered by this Amendment, the Supplier shall submit price quotes electronically through the EDI 879 Price Change Transaction Set or DeCA Web Pricing at https://www.commissaries.com/webpricing, or through any successor pricing method designated by DeCA. Monthly price submissions must be received by DeCA no later than the 10th day of the month to be effective on the first Sunday of the following month. As an alternative, the Supplier may submit semi-monthly price quotes. Semi-monthly price submissions must be received by DeCA no later than the 10th day of the month to be effective on the first Sunday of the following month, and no later than the 25th day of the month to be effective on the third Sunday of the following month.

a. A submitted price quote becomes the applicable COG for an item only when the price has been timely received and accepted in DeCA's official pricing. DeCA may reject late, incomplete, inaccurate, or nonconforming price submissions. If DeCA rejects a price submission, or if no timely accepted price is in effect, DeCA may use the previously accepted COG until a new price is accepted and becomes effective.

b. After DeCA receives a Supplier price submission, DeCA may make the submitted price information available to the applicable Distributor for pricing confirmation, invoice reconciliation, and contract administration purposes. The Supplier and Distributor shall cooperate in good faith to identify and resolve any discrepancy between the Supplier-submitted price, the Distributor's pricing records, and the DeCA pricing environment before the effective date.

c. If a discrepancy is identified, the Supplier shall promptly correct and resubmit the price as necessary through DeCA's designated pricing process..

(a) FDS/DSD Methods of Delivery: Reserved.

(b) DSD-S Method of Delivery.

(1) Reserved.

(2) Contractors providing random weight meat, fresh seafood, and eggs may furnish weekly price quotes. Weekly price quotes shall be received no later than 6:00 P.M. EDT/EST on each Tuesday to be effective the following Sunday through Saturday via https://www.commissaries.com/webpricing. DeCA reserves the right to reject prices received late and in such cases, the previous price quote will be used.

(c) Promotional Pricing.

(1) Submissions of promotional price changes are subject to the same deadlines as regular price changes. Prices with an effective date of the 1st of the month must be submitted by the 10th day of the previous month. Prices with an effective date of the 16th of the month must be submitted by the 25th of the previous month in accordance with Voluntary Price Reduction (VPR) pricing periods required for promotional events and display periods as published in the annual Promotional Calendar Notice to the Trade (NTT). If the 10th or 25th of the month falls on a holiday or weekend, industry will be required to transmit pricing on the preceding Friday.

(2) The DeCA business systems environment includes the master catalog and the promotion management functions. The master catalog manages pricing and other attributes for all resale items stocked in our commissaries worldwide. The promotion management system is used to document, manage, and schedule national-type items and pricing in promotional events within CONUS. Regional and local promotional items are managed separately.

(3) After DeCA comes to agreement with a contractor on product selection and pricing for a particular promotion event or display period, the selected items are entered into DeCA's promotional management system. The promotional management system in turn generates various documents and spreadsheets for store planning and display compliance. The DeCAF 40-15, dated May 2012, is used to establish and record agreement between DeCA and the contractor.

(4) Recognizing that price accuracy and integrity could be enhanced through technology, DeCA developed Vendor Promotional Price Locking (VPPL). VPPL establishes a virtual checkpoint between DeCA's Electronic Data Interchange (EDI) pricing system, the master catalog, and the promotional management system. As item prices are submitted by vendors through the EDI system, VPPL will crosscheck the item/price/effective date combination to the items and VPR periods listed in the established promotional events maintained in the promotional management system.

(5) If the incoming item/price/effective date combination is found to be within a promotional event and a price match is made, the EDI price transaction is accepted. Note: Item promotional price is locked for the entire Voluntary Price Reduction (VPR) period – no other price will be accepted unless the price effective date falls outside of the agreed-upon VPR period. All lower promotional pricing must be approved by the promotional team via a revised DeCAF 40-15 prior to EDI transmission. If there is a match based on item and effective date, but the price does not match, even if the price is lower, the price transaction is rejected. Subsequently, an EDI 824 transaction is sent informing the vendor of the rejection along with the message, "Price does not match the expected National Promotional Price." If there is no match within the promotional management system of the incoming item/price/effective date combination, the price is accepted as a regular retail price.

(6) If there is no match within the promotional management system of the incoming item/price/effective date combination or a correct promotional price change is never received, VPPL will send the correct promotional price and corresponding effective date to DeCA's master catalog. Vendors will be paid using this price for any items received during the promotion VPR period. The signed DeCAF 40-15 becomes the source document for this action. It is very important that vendors send ALL promotion pricing rather than having VPPL establish the price in the master catalog. Synchronization between DeCA's catalog and that of the vendor's will ensure that bill-paying discrepancies are minimized. Registered vendors may

use DeCA's Web pricing system https://www.commissaries.com/webpricing to verify previously submitted pricing.

(7) One method for establishing pricing throughout DeCA is with EDI price zones. DeCA has a number of zones associated to specific Price Zone DoDAACs (see below) that can be used for regional and OCONUS pricing. For national promotions, Zones 1 through 9 can be used (CONUS only). Item prices can be sent individually for each zone; or zones can be grouped together using special Price Zone DoDAACs:

HQCAAA –Inclusive of all Price Zones worldwide
HQCP18 – CONUS stores only (Zones 1 – 9)
HQCP19 – CONUS, Alaska, and Hawaii stores only (Zones 1 – 9, 15, and 16)
HQCAES – East CONUS stores (Zones 1 – 4)
HQCAWS –West CONUS stores (Zones 5 – 9)
HQCAAB – Europe (Zone 20)
HQCAAC – Far East (Zone 21)
HQCWGA – (Zones 7, 15, 16, and 21)

For FDS, DeCA prefers one, enterprise-wide COG, exceptions limited to Alaska or Hawaii.

(8) If the incoming item/price/effective date combination is found to be within a promotional event and a price match is not made, the EDI price transaction is rejected for all price zones within the Price Zone DoDAAC group, not just price Zones 1 through 9. If vendors intend to price items within zones 1 through 9 differently than the rest of the world, they must do so using the appropriate Price Zone DoDAAC group(s). Only the prices for Zones 1 through 9 will be rejected if a price transaction batch is sent using more than one Price Zone DoDAAC group and the promotion price for Zones 1 through 9 failed to pass the VPPL process. All other Price Zone DoDAAC groups will pass through to the master catalog and will update accordingly. Prices for Zones 1 through 9 will have to be resent with the correct promotional price/effective date combination. For additional information regarding promotional pricing or price zones, refer to NTT DeCA Notice 11-59, dated June 9, 2011 or its successor guidance.

(d) EDI pricing shall be accomplished through the 879 Price Change Transaction Set. DeCA will accept EDI transmissions 24 hours per day, 7 days per week. DeCA will exchange business data with Trading Partners through direct dial or Applicability Statement 2 (AS2) direct connections. The use of third-party networks is at the discretion of the Trading Partner. When a third-party network is used, the Trading Partner is responsible for all costs associated with the third-party network usage. Trading Partners shall be responsible for all of their hardware and software costs associated with implementing EDI. If transmissions are late due to use of a third party, DeCA reserves the right to reject prices received late and the previous price quote will be used.

(e) DeCA will transmit a 997 Functional Acknowledgement in response to receipt of an 879 Price Change Transaction Set within four hours. This transaction will acknowledge receipt or rejection of a functional group and the transaction set contained within it based upon EDI translation software syntax edits. It will not cover the semantic meaning of the information encoded in the transaction set. Semantic meaning of the information encoded in the transaction set will be relayed to the Trading Partner in an 824 Application Advice Transaction Set. An 824 Application Advice will be transmitted only when DeCA has received and accepted an 879 Price

Change Transaction Set.

(f) When an 879 Price Change transmission is received and accepted, each item is validated against a copy of the headquarters DeCA Interactive Business System (DIBS) CMF. Items are rejected for the following reasons:

(1) Case Universal Product Code/Global Trade Identification Number (UPC/GTIN) is not in the CMF.

(2) Case pack does not match the case pack in the CMF.

(3) Item UPC/GTIN does not match the Item UPC/GTIN in the CMF.

(4) Item UPC/GTIN expected but not transmitted.

(5) Effective date of price change is past the cutoff date.

If the item is not rejected, it is then loaded into a database on the EDI Business Gateway. Nightly, Monday through Friday, the items are transmitted to the headquarters DIBS. Headquarters DIBS will forward the price changes to the region systems.

(g) DeCA will no longer accept manual price changes from the manufacturer once a manufacturer is providing prices using the 879 Transaction Set or Web Pricing. If a manufacturer discovers they have transmitted incorrect prices, they can send correct prices as long as the cutoff date has not passed. The cutoff dates for EDI are the same as those listed in paragraphs (a), (b), (c) and (d) above.

(h) Unit prices quoted shall not exceed four (4) positions before the decimal and two (2) positions after the decimal.

(i) Prices shall be submitted for "F.O.B Destination" deliveries to every place within CONUS. Prices submitted for overseas delivery points shall be identified separately and shall also be on a "F.O.B Destination" basis to port of embarkation.

IV. ORDERS AGAINST RESALE ORDERING AGREEMENTS

Reserved.

V. CHANGES TO APPROVED ITEMS

(a) All requests for changes on line item information, other than price, shall be submitted in writing and signed by an official authorized to bind the Contractor.

(b) All requested changes on line item information shall be submitted to arrive at the Defense Commissary Agency at least 45 days prior to the requested effective date. If changes are received with less than 45 days before the proposed effective date, the Government will have the unilateral right to change the proposed effective date to a date not more than 45 days after receipt of the requested change.

(c) Contractors shall identify the Vendor Code, NSN#, the Description/Brand Name, Manufacturer Number/UPC/GTIN, Unit/Case, Unit Pack/Issue, Shelf life/Month, Size, Case/Weight Pounds, Case/Cubic Foot, Tie/Tier, and Unit Price Per Zone. All changes must be underlined.

VI. CHANGES TO ROAs

(a) Requests for changes to this agreement shall be submitted on company letterhead and signed by an official authorized to bind the Contractor.

(b) Requests for changes (i.e., moving line items from one ROA to another ROA, a change in

mail to/remit to, payment methods, discount terms, delivery locations, extensions and cancellations) must be received at the Defense Commissary Agency at least 45 days prior to the requested effective date. If changes are received less than 45 days prior to the proposed effective date, the Government will have the unilateral right to change the proposed effective date to a date not more than 45 days after receipt of the requested change.

(c) Changes requested in accordance with paragraph (b) above may be issued by the Contracting Officer without obtaining the Contractor's signature.

VII. PROMOTIONAL AGREEMENTS

(a) DeCA and the Contractor may enter into promotional/marketing agreements during the effective period of this ROA. Any such agreements will be considered incorporated in and governed by the terms and conditions of the ROA.

(1) Cooperative Merchandising Agreements (CMA): These agreements are formalized merchandising agreements between DeCA and the Contractor. Accrued earnings will only be applied to additional customer savings through implementation of specific promotional programs agreed upon by the DeCA and the Contractor. The Contractor shall account for earnings for each commissary and shall provide a summary report as required by the CMA. Accrued earnings cannot be applied to other manufacturer's product lines unless cross promotions are agreed upon as a part of a CMA. All earnings are required and must be applied only to mark down product and will be centrally managed by the Contractor. CMA monies cannot be contributed to MWR activities, Chaplain Funds, Services, etc. All checks that are sent to stores must be made payable to DeCA and marked for deposit only. These checks must have an accompanying Vendor Credit Memo (VCM) attached. Checks sent to stores without accompanying VCMs will be forwarded to the POC for the CMA program who in turn will contact the Contractor. Failure to follow this guidance may result in termination of the CMA agreement.

(b) Any agreement can be terminated by either party if written notice is provided no less than 45 days prior to the requested termination date. The Contractor agrees to honor any savings or ratio sharing earned as of the effective date of the termination.

(c) The Contractor shall provide accurate shipment data for the stated performance goals to support the sharing incentive. Contractor data is subject to validation by the Agency. DeCA will provide movement data to validate goals which are based on items and units sold (purchased by commissary patrons).

(d) The Contractor and the Government shall provide immediate notification to the other party when performance is not in accordance with the agreement(s).

VIII. BRAND NAME MERCHANDISING PROGRAMS

DeCA and the supplier may enter into a merchandising program (e.g., fresh chicken, turkey, produce, etc.) during the effective period of this ROA. Any such program will be considered incorporated into and governed by the terms and conditions of this ROA. The program will be designed to obtain the best possible value for DeCA patrons, encourage competition on brand name items, standardize pricing in geographical areas, and increase DeCA category sales.

IX. ELECTRONIC DATA INTERCHANGE (EDI) TRADING PARTNER AGREEMENT (TPA)

(a) Electronic Data Interchange (EDI) is defined as the computer-to-computer exchange of business documents between Trading Partners using a public standard format.

(b) DeCA prefers that Trading Partners use EDI for the transmission of business documents rather than mailing hard copy documents. It is DeCA's intent that all transactions will be via EDI and Trading Partners should have the capability to use EDI procedures.

(c) When EDI procedures are to be used:

(1) The Contractor shall enter into a Trading Partner Agreement (TPA) with DeCA. The Contractor agrees to be bound by the TPA's terms and conditions governing any transactions with the Government through EDI, in addition to the terms and conditions of the ROA, which specifically address EDI. Contractors executing a TPA shall complete the TPA (attached) and return it to DeCA. The TPA will be effective throughout the term of this ROA.

(2) The Contractor shall be responsible for providing its own computer hardware and software necessary to transmit and receive data electronically under the framework of the TPA.

(3) Nothing in the TPA will invalidate any part of the ROA between the Contractor and the Government.

(4) All terms and conditions which apply to a manual (hard copy) order will apply to an electronic order.

X. CONUS REQUIREMENTS

A. Reserved.

B. Reserved.

XI. OCONUS REQUIREMENTS

A. Reserved.

B. Reserved.

C. Reserved.

D. Reserved.

E. STATUS OF FORCES AGREEMENT (SOFA) LOGISTICS SUPPORT

Manufacturers' representatives, including broker and distributor representatives who are performing work involving the supplying of resale items to commissaries overseas are classified as Contractor employees in support of United States forces. Manufacturers' representatives shall submit in writing to the Contracting Officer their request for contractor designation under a Status of Forces Agreement (SOFA). Requests for renewal of a contractor designation under a SOFA must be submitted at least sixty calendar (60) days prior to the expiration date of the current contractor's designation. All contractor representatives are expected to fully comply with the SOFA requirements for the country in which they are performing. Contractor representatives may be accorded privileges and exemptions under conditions and limitations as specified in the SOFA, as well as any other applicable regulation. These privileges and exemptions may be furnished during the performance period of the ROA, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-

available basis to properly authorized individuals. Contractor representatives agree to cooperate fully with the sponsoring agency on all matters pertaining to logistics support and theater training requirements, as applicable.

F. DRAWBACK PROVISIONS FOR EXPORTED BRAND NAME ITEMS

If the Contractor intends to obtain a drawback/refund of import duties for brand name item(s) to eventually be exported, the Contractor shall submit a proposed plan to the Contracting Officer.

G. EXPORT CERTIFICATION REQUIREMENTS

(a) Applicable to perishable (fresh, chilled/frozen or further processed) meat, meat products, poultry, poultry products, rabbits and eggs for export. Contractors are cautioned that products containing meat or poultry (e.g., meat topping on frozen pizza, TV dinners, meat pies, etc.) must also be certified.

(b) Products delivered without the required/properly executed certificate(s) will be rejected.

(c) Perishable meat, meat products, poultry and poultry products, rabbits and eggs designated for export from the United States must be certified by the U.S. Department of Agriculture (USDA) in accordance with applicable USDA Food Safety Inspections Service Directives and Notices. The contractor shall furnish the USDA Certificates.

(d) Country of consignment is required on all certificates. These certificates will bear a "consigned to" address as follows:

U.S. Military Forces_____(Insert country of consignment)

(e) All costs associated with issuance of required certificate(s) shall be the responsibility of the contractor.

(f) All required certificates must bear the original or carbon signature of an authorized Government official. Machine duplicates of signed certificates are not acceptable unless resigned in ink by an authorized Government official. (Except as otherwise noted)

(g) Official USDA Export Stamp bearing the number of the export certificate is not required on shipping cases for Military export.

(h) Additional certification requirements may subsequently be imposed by host nations. Contractor shall provide any additional required certifications.

(i) Exports for U.S. Military Forces shall originate from any Government approved establishments to include, but not limited to, USDA, DOC, FDA, etc.

(j) PIIN number and call number shall be entered on each export certificate.

(k) Export requirements for individual countries are located on the USDA Library of Export Requirements website at http://www.fsis.usda.gov/Regulations_&_Policies/Export_Information/.

H. DISTRIBUTION OF CERTIFICATES: Reserved.

XII. POINT OF RECEIPT GUIDELINES: Reserved.

XIII. INSPECTION REQUIREMENTS

(a) GENERAL REQUIREMENTS

(1) The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules and regulations applicable to its performance under this agreement.

(2) **INSPECTION:** The term Medical Food Inspector (MFI) shall indicate USAF Public Health and/or US Army Veterinary Personnel. MFI or commissary management personnel will determine compliance with sanitary, quality, and wholesomeness requirements as stated in these provisions. All other evaluation/inspection requirements become the responsibility of the commissary management/department manager/ receiving personnel.

(3) **DELIVERY VEHICLES:** Reserved**.**

(4) **CODE DATING:** Prior to, but not later than the first delivery, the Contractor shall furnish the store director a letter on the manufacturing company's letterhead that defines shelf life of each perishable product and instructions on how to read/interpret or decipher code dates for all items that will be delivered under this agreement. This same information will be provided for other items delivered under this agreement upon request to the store director/MFI. Coding shall represent the date of production, pasteurization, manufacture, or pickup/pull date. When pickup/pull date codes are used, the key for code deciphering shall clearly explain the method for determining the production, packaging, etc., date. If date of pack is described as month, and year, mid-month shall be used as expiration/pull/sell-by date. When changes are made to the coding system, an updated key code shall be provided immediately.

(5) **TEMPERATURE REQUIREMENTS:** Unless otherwise specified or exempted, (herein or elsewhere) for all perishable products requiring refrigerated temperatures, the receipt product internal temperatures shall not exceed 40 degrees F for chilled, 0 degrees F for frozen.

(6) **SANITARILY APPROVED SOURCES:** All products must comply with the Bioterrorism Preparedness and Response Act of 2002. Product must originate from a plant that is inspected and passed by an agency of the U.S. Government, State, or Local Regulator responsible for food safety. In the event of any conflict between agencies, the DeCA Contracting Officer will make the final determination on the acceptability of a product. Any subcontracting entity existing other than the primary contractors will be identified by name and address of processing facility. The identification on the primary container may consist of either the manufacturing plant name and address or a manufacturing plant code. When the manufacturing plant is identified on the shipping documents accompanying the delivery, the plant shall be identified by complete name and address. When a code is used on the primary container to identify the source of manufacture, the supplier shall provide, in writing to the authorized individual responsible for the order, and receiving food inspection office, the information necessary to translate the code into the name and address of manufacturing plant.

(7) **SHELF LIFE REQUIREMENTS:** Products shall be of the latest date-of-pack available at time of delivery. For potentially hazardous food items, the vendor/sales representative shall provide the store director and medical food inspection office product shelf life data (as specified or guaranteed by the manufacturer). Unless otherwise specified in the agreement, products shall be delivered to locations specified in the ROA or the designated port of embarkation for overseas shipments with a minimum of one-half (1/2) or fifty percent (50%) of their guaranteed shelf life remaining (rounded to the nearest whole day.) Commissary holiday closure will allow for one-day additional delivery time the day following closure, unless otherwise specified by the Contracting Officer. If the supplies delivered do not have the minimum number of days of shelf life remaining, as set forth in this agreement, the Government has the right to reject them and require replacement.

(8) **FDA COMPLIANCE:** If any products acquired under this agreement are recalled under the provisions of the Federal Food, Drug, and Cosmetic Act, and regulations, the Contractor shall, at the Government's option, either reimburse the Government, or repair or 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 market place. Upon notification by the Contracting Officer that supplies acquired have been recalled, the contractor shall issue a replacement or reimbursement of recalled merchandise. The rights and remedies of the Government are in addition to, and do not limit any rights afforded to the Government by any other clause in this agreement.

(9) **LABORATORY TESTING:** Samples of any food or over the counter medical product and dietary supplements may be submitted to a certified laboratory for bacteriological or chemical testing to determine product quality/wholesomeness by the destination inspector or store management personnel. A Resale Contracting approved certified lab will be used for testing. Testing may be performed to confirm suspected food-borne illnesses, problems with product shelf life, or customer complaints pertaining to product quality/ wholesomeness. All laboratory results will be forwarded to the Contracting Officer and Contractor. No routine sample will be performed unless approved by the Contracting Officer.

(10) **FEDERAL, FOOD, DRUG AND COSMETIC ACT – FEDERAL MEAT INSPECTION ACT – POULTRY PRODUCTS INSPECTION ACT – EGG PRODUCSTS INSPECTION ACT:** The Contractor shall be responsible for ensuring supplies made available under this agreement comply with the Federal Food, Drug and Cosmetic Act – Federal Meat Inspection Act –Poultry Products Inspection Act – Egg Products Inspection Act, and regulations there under, regardless of whether or not the supplies have been:

(i) Shipped in interstate commerce;

(ii) Seized under either Act or inspected by the Food and Drug Administration or Department of Agriculture; and/or

(iii) Inspected, accepted, paid for, or consumed, or any or all of these

(11) **PRODUCT INFESTATION:** Reserved

(12) **OCONUS SHIPPING REQUIREMENTS**: Reserved.

(b) QUALITY ASSURANCE PROVISIONS FOR PERISHABLES: Reserved .

(1) **PRE-PACKAGED DELICATESSEN TYPE SALADS:** Reserved.

(2) **MEAT QUALITY ASSURANCE PROVISIONS:** Reserved.

(3) **POULTRY QUALITY ASSURANCE PROVISIONS:** Reserved.

(4) **SEAFOOD QUALITY ASSURANCE PROVISIONS:** Reserved.

(5) **DAIRY PRODUCTS QUALITY ASSURANCE PROVISIONS:** Reserved.

(6) **BREAD AND BAKERY PRODUCTS QUALITY ASSURANCE PROVISIONS:** Reserved.

(7) **FRESH SHELL EGG QUALITY ASSURANCE PROVISIONS:** Reserved

(8) **FRESH FRUITS AND VEGETABLES QUALITY ASSURANCE PROVISIONS:** Reserved.

(9) **FOOD DEFENSE COMPLIANCE & FOOD SUPPLY CHAIN SAFETY:** Reserved.

(10) **COUNTRY OF ORIGIN LABELING (COOL) PROGRAM:**

The United States Department of Agriculture (USDA) mandated a program that implemented Country of Origin Labeling (COOL) on March 16, 2009. The updated mandate

amended the Agricultural Marketing Act of 1946 (Act), and requires that PACA license holders provide the basic COOL information relating to fresh and frozen produce items to their customers. The USDA offers a number of ways for PACA license holders to meet the basic COOL requirements in providing the information to their customers, including the information on invoices or other transactions documents, providing the labels to the retailer, or labeling the product directly. In accordance with the USDA mandate for COOL, the contractor is required to provide DeCA with COOL information by either including the information on invoices or other transaction documents, labeling the product directly, or providing a database to provide the information that DeCA would have access to Fresh fruits and vegetables; nuts such as peanuts, macadamias, and pecans; and ginseng root will all carry origin information. The majority of this information will be placed on the item by the supplier. Most of the information will be in the form of PLU stickers or imprinted in the packaging. Information concerning the point of origin for those items that must be labeled by the store may be provided by the supplier wither on the product itself, on the master shipping container, or receiving document.

XIV. UNTIMELY DELIVERY OF BRAND NAME SHIPMENTS
Reserved.

XV. VARIATION IN QUANTITY
Reserved.

XVI. VENDOR CREDIT MEMORANDUMS (VCM)
Reserved.

XVII. MERCHANDISE COUPONS

Merchandise coupons issued by Manufacturers and redeemed by commissary patrons will be packaged by each commissary and shipped directly to DeCA's coupon clearinghouse contractor (CCH). The CCH will sort, batch, count, and invoice the respective manufacturer on behalf of DeCA. In accordance with the Debt Collection Improvement Act for reimbursements due to a federal agency, administrative charges, interest, and penalties will be applied if payment is not received within the net terms stated on the invoices.

XVIII. LIABILITY TO THIRD PERSONS (DeCA 52.228-4500)

The Contractor shall be responsible for and hold the Government harmless from all claims on the part of persons not a party to this contract for personal injury, death, and property loss or damage caused in whole or in part by the fault or negligence of the Contractor, his officers, agents, or employees in the performance of work under this contract.

(End of clause)

XIX. INSTALLATION ACCESS REQUIREMENTS (DeCA 52.204-4500)

The contractor shall be responsible for ensuring full compliance with all installation access procedures. Installation access includes, but is not limited to, obtaining applicable installation passes and inspections for vehicles and personnel. Contractor employees may also be subject to

background security checks/clearances, Anti-Terrorist and Environmental training, and any other installation training required in order to obtain credentials for passes. Some installations are using programs, such as RAPIDGate, which may result in a cost to the contractor. Any costs associated with such programs or with obtaining passes will be associated with the cost of doing business with the Government.

(End of Clause)

XX. SWELL ALLOWANCE DISCOUNT %

Reserved.

XXI. ROA CONTINGENCY OPERATIONS

Reserved.

XXII. CHANGES IN CONTRACTOR AUTHORIZED BROKERS

The Contractor shall notify the Contracting Officer immediately in writing when changes occur from the initial selection of a broker. The Contractor shall provide the name of the broker, name of authorized personnel to include EDI point of contact, titles, email, and telephone numbers.

XXIII. LIST OF DOCUMENTS FOR BRAND NAME RESALE ITEMS

The following document is incorporated and attached herein:
Electronic Data Interchange Trading Partner Agreement

SOFA Contract Clause (USFK Reg 700-19)

INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS UNDER U.S. - REPUBLIC OF KOREA (ROK)

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the "publications" tab on the US Forces Korea homepage http://www.usfk.mil

(a) Definitions. As used in this clause—

"U.S. – ROK Status of Forces Agreement" (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended

"Combatant Commander" means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

"United States Forces Korea" (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.

"Commander, United States Forces Korea" (COMUSK) means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

"USFK, Assistant Chief of Staff, Acquisition Management" (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

"Responsible Officer (RO)" means a senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

(b) IC or TR status under the SOFA is subject to the written approval of USFK, Assistant Chief of Staff, Acquisition Management (FKAQ), Unit #15237, APO AP 96205-5237.

(c) The Contracting Officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFK Reg 700-19. FKAQ will determine the appropriate contractor status under the SOFA and notify the Contracting Officer of that determination.

(d) Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property or transferred on a reimbursable basis.

(e) The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.

(f) The contractor's direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.

(g) The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees and their dependents, for

offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

(h) Invited contractors and technical representatives agree to cooperate fully with the USFK Sponsoring Agency (SA) and Responsible Officer (RO) on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.

(i) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK. IC/TR personnel shall comply with requirements of USFK Reg 350-2.

(j) Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

(k) Invited Contractor and Technical Representative status may be withdrawn by USFK/FKAQ upon:

(1) Completion or termination of the contract.

(2) Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.

(3) Determination that the contractor or its employees are engaged in practices in contravention to Korean law or USFK regulations.

It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFK Reg 700-19, Section II, paragraph 6 shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

(l) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party,

the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur.

Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

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

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(m)Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

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

(2) Treaties and international agreements;

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

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. “off-limits”), prostitution and human trafficking and curfew restrictions.

Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All contractor employees/dependents must have either a Korean driver’s license or a valid international driver’s license to legally drive on Korean roads, and must have a USFK driver’s license to legally drive on USFK installations. Contractor employees/dependents will first obtain a Korean driver’s license or a valid international driver’s license then obtain a USFK driver’s license.

(n) Evacuation.

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

(2) Non-combatant Evacuation Operations (NEO).

(i) The contractor shall designate a representative to provide contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.

(ii) If contract period of performance in the Republic of Korea is greater than six months, non emergency essential contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.

(o) Next of kin notification and personnel recovery.

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

(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DOD Directive 2310.2, Personnel Recovery.

(3) IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery

Procedures and USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(p) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DOD Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.

(q) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

(End of Clause)

ADDITIONAL PROVISIONS AND CLAUSES:

NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS): The NAICS Code applicable to this ROA is _____ and the Size Standard is _____.

ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION (ORCA): Per FAR 4.1201(a): Prospective contractors SHALL complete electronic annual representations and certifications (Reps & Certs) at http://www.acquisition.gov in conjunction with required registration in the Central Contractor Registration (CCR) database. Your Reps and Certs MUST include the NAICS applicable to this ROA document and indicate your organization's business size status.

If the size determination is based on the number of employees, the method for determining business size status is based on the average number of employees of the concern (including part-time and full-time employees of its domestic and foreign affiliates), which is based upon the number of employees for each of the pay periods for the preceding completed 12 calendar months. [Additional definition is available by searching 13CFR121 at http://www.gpoaccess.gov/cfr/index.html] (Per 13 CFR 121.106)

If the size determination is based on average annual gross revenue, the method for determining business size status is based on the company's average annual gross revenues for the last three fiscal years. Organizations whose average annual gross revenues exceed the size standard of this solicitation are considered large businesses. [Additional definition is available by searching 13CFR121 at http://www.gpoaccess.gov/cfr/index.html] (Per 13 CFR 121.104)

NOTE: On-Line Representations and Certifications Application (ORCA) must be validated and completed by an authorized negotiator or by the President, Vice President, Chief Executive Officer (CEO), Chief Operating Officer (COO) or the Chief Financial Officer (CFO) of the company.

FAR 52.204-99 SYSTEM FOR AWARD MANAGEMENT REGISTRATION (August 2012) (DEVIATION)

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

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

"Commercial and Government Entity (CAGE) code" means-

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

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

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

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

"Registered in the SAM database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database;

(2) The Contractor's CAGE code is in the SAM database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process.

"System for Award Management (SAM)" means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes-

(1) Data collected from prospective federal awardees required for the conduct of business with the Government;

(2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and

(3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations, or by the Government Accountability Office.

(b) (1) The Contractor shall be registered in the SAM database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket

purchasing agreement resulting from this solicitation.

(2) The SAM registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.

(4) If indicated by the Government during performance, registration in an alternate system may be required in lieu of SAM.

(c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) A contractor may obtain a DUNS number-

(i) Via the internet at http://fedgov.dnb.com/webform or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The Contractor should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical) .

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity) .

(d) Reserved.

(e) Processing time for registration in SAM, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing. The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(f) (1) (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 sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to-

(A) Change the name in the SAM database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

(ii) If the Contractor fails to comply with the requirements of paragraph (g) (1) *(i)* of this clause, or fails to perform the agreement at paragraph (g) (1) *(i)* (C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

(g) Contractors may obtain information on registration and annual confirmation requirements via the SAM accessed through https://www.acquisition.gov or by calling 866-606-8220, or 334-2067828 for international calls.

(End of Clause)

ADDENDUM TO FAR 52.212-3 ALT 1

FAR provision 52.212-3 (Alt 1), Offeror Representations and Certifications – Commercial Items, is incorporated by reference in this ROA. The offeror verifies by submission of this offer that the representation and certifications currently posted electronically at ORCA [https://www.acquisition.gov (SAM)]:

(1) Have been entered or updated in the last 12 months;
(2) Are current, accurate, complete, and applicable to this solicitation; and
(3) Include the business size standard applicable for the NAICS code referenced in this solicitation.

A full copy of 52.212-3 (Alt 1) is available at https://www.acquisition.gov/far/index.html.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2012) (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). 52.219-8, Utilization of Small Business Concerns (JAN 2011) (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.

(ii) Reserved.

(iii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

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

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

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

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

(viii) 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)).

(ix) 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.).

(x) 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.).

(xi) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xii) 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.

(xiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46

U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (May 2012) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5 (Aug 2012) (DEVIATION), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417)
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (Apr 1984)

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

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

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://farsite.hill.af.mil/
https://www.acquisition.gov/comp/far/index.html
http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

(End of clause)

52.203-3	Gratuities	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government with Alt I (Oct 1995)	SEP 2006
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-tier Subcontract Awards	AUG 2012
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment	DEC 2010
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	FEB 2012
52.211-17	Delivery of Excess Quantities	SEP 1989
52.212-3	Offeror Representations and Certifications-Commercial Items w/Alt I (Apr 2011)	APR 2012
52.212-4	Contract Terms and Conditions-Commercial Items	FEB 2012
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-9	Small Business Subcontracting Plan w/Alt II (Oct 2001)	JAN 2011
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post Award Small Business Program Re-Representation	APR 2012
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor-Cooperation with Authorities and Remedies	MAR 2012
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action for Workers with Disabilities	OCT 2010
52.222-37	Employment Reports Veterans	SEP 2010
52.222-40	Notification of Employee Rights under National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking In Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JUL 2012
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-18	Encourage Contractor Policies to Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.232-17	Interest	OCT 2010
52.232-33	Payment by Electronic Funds Transfer-Central Contractor	OCT 2003

	Registration	
52.232-99	Providing Accelerated Payment to Small Business Subcontractors (DEVIATION)	AUG 2012
52.233-3	Protest after Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.247-64	Preference for Privately Owned U.S. –Flag Commercial Vessels	FEB 2006
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirements to Inform Employees of Whistleblower Rights	JAN 2009
252.203-7003	Agency Office of the Inspector General	APR 2012
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7008	Export-Controlled Items	APR 2010
252.205-7000	Provisions of Information to Cooperative Agreement Holders	DEC1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country	DEC 2006
252.219-7003	Small Business Subcontracting Plan (DoD Contracts)	JUN 2012
252.225-7012	Preference of Certain Domestic Commodities	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustments to the Cost Bearer	SEP 2010
252.247-7023	Transportation of Supplies by Sea –Alternate II	MAY 2002
252.247-7024	Notification of Transportation of Supplies by Sea	MAR 2000

(End of Clauses by Reference)

In addition to the representations and certifications required under ORCA, the following provisions/clauses and fill-ins must be completed and submitted to DeCA:

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (Feb 2012)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include Agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables. Federal contracts and grants with total value greater than $10,000,000 means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-

delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ( ) has ( ) does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--
(A) The payment of a monetary fine or penalty of $5,000 or more; or

(iv) The payment of a reimbursement, restitution, or damages in excess of $100,000. In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via https://www.acquisition.gov (see 52.204-7).

(End of Provision)

252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-00004) (Jan 2012)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), none of the funds made available by that Act may be used to enter into a contract with any corporation that –

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding Agency is aware of the unpaid tax liability, unless the Agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding Agency is aware of the conviction, unless the Agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that –

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of Provision)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (Jun 2005)

(a) Definitions. As used in this clause-

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

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

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

(b) Certification.

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

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

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

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

(End of provision)

PERSONS AUTHORIZED TO BIND THE CONTRACTOR

The Contractor certifies that the following persons are the only authorized individuals to request changes to the ROA and sign promotional agreements to the Contracting Officer under this Resale Ordering Agreement.

The Contractor shall list a minimum of two (2) names, titles/affiliations, telephone numbers, and email addresses of individuals who are authorized to negotiate and bind the company

contractually. If changes occur, the Contractor shall notify the Contracting Officer in writing immediately.

Name	Title/Affiliation	Telephone Number	Email

(NOTE: Company Officials such as - President, Vice President (VP), Chief Executive Officer (CEO), Chief Operating Officer (COO) and Chief Financial Officer (CFO) are authorized to make changes under this ROA and are not required to be listed above).

FREEDOM OF INFORMATION ACT (FOIA) NOTICE

Orders placed under this ROA may be released in whole or in part, in accordance with DeCA's obligations under the Freedom of Information Act (FOIA), or published as information to patrons on its website, by e-mail or in print media.

ATTACHMENT

DEFENSE COMMISSARY AGENCY
ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

1. Purpose: This Trading Partner Agreement (TPA) prescribes the general procedures and policies to be followed by Defense Commissary Agency (DeCA) Trading Partners furnishing resale items when using Electronic Data Interchange (EDI) techniques for transmitting and receiving information. The purpose of this TPA is to ensure that all EDI-created obligations are consistent with the contractual arrangement between DeCA and the commercial trading partner, and legally binding on all parties. It is also agreed that any electronic equivalent information will be deemed an acceptable business practice and that no trading partner will challenge the admissibility of the electronic information in evidence except in circumstances in which an analogous paper document could be challenged.

2. Objective: Maximize the use of EDI when purchasing and/or paying for contractor goods or services for the account of the United States.

3. Scope: Information exchanged through EDI will be the same as that currently required on the paper documents with the specific exception of classified information, which is excluded from the terms of this TPA. Any required signature(s) will be electronically transmitted using a discrete authenticating code.

4. Additional Terms: The following additional terms are made part of this TPA.

- DeCA will not enter into an EDI relationship with a Trading Partner until that Trading Partner's EDI proficiency can be established. DeCA will not provide EDI training or implementation support.

- DeCA will adhere to published American National Standards Institute (ANSI) Accredited Standards Committee (ASC) X12 standards for approved transaction sets and will publish DeCA data conventions and implementation guidelines. As existing X12 standards are updated by ASC, DeCA will determine if those updates are applicable to the EDI program. If it is necessary for DeCA to upgrade an ASC X12 standard, DeCA will provide its commercial EDI trading partners at least 90 days notice of an intent to upgrade to a new ASC X12 version/release. If applicable, the trading partners must then change to a supported version/release within 180 days of the conversion date published by DeCA. After this time period, DeCA may discontinue support of non supported versions/releases.

- When initiating a new electronic trading relationship, all parties will engage in testing until they are mutually satisfied with the integrity of the electronically transmitted data.
- DeCA will use reasonable automated procedures to check the transmissions for compliance with ASC X12 syntax and format standards for lost or altered data. DeCA will transmit ASC X12 997 Functional Acknowledgment transaction sets to all Trading Partners in response to transactions sent to DeCA. DeCA will request an ASC X12 997 Functional Acknowledgment for all transactions originating from DeCA. Acknowledgments will not be acknowledged. In both cases, the 997 Functional Acknowledgment receipt will acknowledge receipt and acceptance or rejection of a functional group and the transaction set contained within it based upon EDI translation software syntax edits. It will not cover the semantic meaning of the information encoded in the transaction set.

- Semantic meaning of the information encoded in the transaction set will be relayed to the Trading Partner in the form of an 824 Application Advice transaction. An 824 Application Advice will be transmitted in response to a received and accepted 879 Price Change Transaction Set.

- DeCA will exchange business data with Trading Partners through direct connections. The use of third-party networks is at the discretion of the Trading Partner. When a third-party network is used, the Trading Partner is responsible for all costs associated with the third-party network usage. Trading Partners will be responsible for all of their hardware and software costs associated with implementing EDI.

- All messages will be deemed received and legally binding on the Government when DeCA received the Trading Partner's transmission subject to the conditions specified in this TPA. Transaction sets may be sent 24 hours a day, 7 days a week.

- EDI Trading Partners shall establish adequate procedures to safeguard the integrity of EDI data and to protect it from compromise or unauthorized use.

5. Force Majeure: No party to this TPA will be liable for failure to properly conduct EDI in the event of war, accident, riot, fire, explosion, flood, epidemic, power outage, labor dispute, act of God, act of Government, act of public enemy, or an error of, or nonperformance by, a third-party network, or any other cause beyond such party's control. The Trading Partner shall begin conducting EDI transmissions again at the earliest possible date from the date of such an occurrence. If unable to do so, the Trading Partner shall request that his TPA be cancelled in accordance with paragraph 9 below.

6. Limitations: Neither party shall be liable to the other for any incidental, exemplary, or consequential damages resulting from any delay, omission, or error in electronic transmissions under this TPA.

7. Effective Date: The effective date of this TPA will be the date it is signed and incorporated into the contract by the Contracting Officer.

8. Express Agreement Review: This TPA will be reviewed annually by the trading partners to make any changes, additions, or deletions that may be required.

9. Cancellation: This TPA may be cancelled by either DeCA or the Trading Partner effective 45 days after written notice by either party, at no cost to the Government. Cancellations will have no effect on transactions occurring before the effective date of the cancellation.

10. Disputes: All disputes, differences or disagreements, and/or claims between the parties that are not resolved by negotiation shall be subject to and adjudicated according to the procedures in paragraph (d) of FAR 52.212-4, Contract Terms and Conditions - Commercial Items.

11. Electronic Records: If the information is maintained on a computer, the Trading Partner shall retain the computer data on a reliable medium for the time periods prescribed in paragraph (a) of FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (DEVIATION), if applicable. Trading Partners may transfer computer data in machine readable form from one reliable computer medium to another. Transfer procedures shall maintain the integrity, reliability, and security of the original computer data. Trading Partners shall also retain an audit trail describing the data transfer.

_____	_____
COMPANY NAME	DeCA CONTRACTING OFFICER (Signature)
_____	Date: _____
PRINT/TYPE NAME AND TITLE OF COMPANY OFFICIAL	
_____	
COMPANY OFFICIAL (Signature)	
Date: _____	