SF1449 - CONTINUATION SHEET

ADMINISTRATIVE DATA/DELIVERY SCHEDULE

CONTINUATION OF THE BLOCKS ON PAGE 1 (SF 1449)

BLOCK 8 (Continued)

OFFER DUE DATE/LOCAL TIME: July 30, 2026, 3:00 P.M. LOCAL PHILADELPHIA, PA TIME

NOTE: For offers from Joint Ventures or Partnerships, this solicitation and any amendments must be signed and dated by each party to the Joint Venture or Partnership and must be submitted along with the offer. Only one originally signed and dated copy of this solicitation document is required for submission.

All offers are required to be uploaded to the DLA Internet Bid Boards System (DIBBS) at https://www.dibbs.bsm.dla.mil **OR** via the DoD Safe electronic platform at https://safe.apps.mil**.**

NOTE: Offers will not be accepted by postal mail.

BLOCK 9 (Continued):

NOTE: The DLA Internet Bid Boards System (DIBBS) AND the DoD Safe electronic platform ARE NOW THE ONLY forms of acceptable transmission for submission of initial proposals. It is an offeror's discretion as to which one of the two (2) systems it intends to use for initial proposal submissions under this solicitation. For DIBBS, please visit the following website to submit your proposal: https://www.dibbs.bsm.dla.mil. For DoD Safe, please visit the following website to submit your proposal: https://safe.apps.mil. As directed by the Contracting Officer, e-mail and the DoD Safe electronic platform may be used during discussions/negotiations, if discussions/negotiations are held, for proposal revision(s), including Final Proposal revision(s). Missing information in either DIBBS or DoD Safe may render the proposal unacceptable and may lead to rejection of the offer.

BLOCK 17A (Continued):

OFFERORS SPECIFY:

CAGE CODE: _____

TYPE OF OFFEROR: (Circle one) Individual doing business as a firm, Partnership, Corporation, Joint Venture, or Other (please explain) _____

FOREIGN BUSINESS: (Circle…YES – OR – NO)

PRIMARY COMPANY POC/NEGOTIATOR: _____

PHONE #: _____

E-MAIL ADDRESS: _____

OFFEROR'S UNIQUE ENTITY IDENTIFIER (UEI) NUMBER: _____

(If you do not have a UEI number, contact the individual identified in Block 7a of the SF 1449 or see 52.212-1, Instructions to Offerors—Commercial Items (paragraph j) for information on establishing a UEI).

BLOCK 17B (Continued):

REMITTANCE WILL BE MADE TO THE ADDRESS THAT THE CONTRACTOR HAS LISTED IN THE SYSTEM FOR AWARD MANAGEMENT (SAM.gov).

AUTHORIZED NEGOTIATORS:

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

_____

_____

_____

Blocks 19-22 (CONTINUED)

SEE STATEMENT OF WORK

CAUTION NOTICE

NOTICE TO OFFERORS

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

This procurement is using the procedures of 41 U.S.C. 1901, as implemented by Class Deviation 2026-O0028 – Revolutionary Federal Acquisition Regulation (FAR) Overhaul Part 12, Defense FAR Supplement (DFARS) Part 212 and Revolutionary FAR Overhaul Part 12.201-1." [ref: PI 26-06; Troop Support Revolutionary FAR Overhaul (RFO) Introductory Rollout].

CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021) DLA TROOP SUPPORT

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

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

******PRE-PROPOSAL QUESTIONS******

DLA Troop Support will entertain Pre-Proposal questions to further clarify and discuss the requirements of this solicitation and to respond to general questions raised by prospective offerors.

DUE DATE FOR THE QUESTIONS IS MONDAY, JUNE 22 2026, 3:00 PM, LOCAL PHILADELPHIA, PA TIME.

The Government will not be liable for expenses incurred by an offeror prior to contract award. Offerors are cautioned that remarks and explanations provided shall not change the terms of this solicitation unless the solicitation is amended in writing.

If you plan to submit questions, please send an e-mail with the following information:

Name of Firm
Name and Title of Representative

Address of Firm
E-Mail Address
Phone Number
Size of Business
Questions

This information may be e-mailed to Jamie Shuster Contracting Officer, Matt DePetris Branch Chief, and Hunter Taylor Contract Specialist at Jamie.Shuster@dla.mil, matthew.depetris@dla.mil, and Hunter.Taylor@dla.mil.

NOTE: Offerors are encouraged to carefully review the solicitation before developing questions for submission, as no additional questions will be accepted or answered after JUN 22 2026. Answers to questions will be provided via amendment.

DID YOU REMEMBER TO

Number	Reminder	Check
1	Print and distribute the Past Performance Questionnaire (page 154) to your contract holders (if applicable)?	
2	Identify your authorized negotiators above as required (page 2)? Did you identify which negotiator will serve as the primary point of contact (page 2)?	
3	Submit a list of all your affiliates / subsidiaries / partially or wholly-owned companies that will be utilized for this contract, see below addendum to FAR 52.212-1 Instructions to Offerors—Commercial Products and Commercial Services.	
4	Use Attachment 1 Zone 4 Pricing Spreadsheet for submission of your pricing information?	
5	Prepare and return all proposals through DIBBS OR DoD Safe electronic platform using the instructions in Attachment 3.	
6	Submit (1) digital copy of each MANUFACTURER'S quote using the official DLA Troop Support OCONUS Subsistence Price Quote Sheet, Attachment 2 for every item listed on the Market Basket tab included in Attachment 1 (ONE COPY OF THE QUOTE FOR EACH INDIVIDUAL ITEM IN THE MARKET BASKET)? Identify the item number from the market basket that it supports on the quote sheet? Submit the quotes in item number sequence? Submit quotes that are dated no earlier than June 15 2026. Was each line on the Official DLA Quote sheet completed by the manufacturer? Are FOB Origin Terms clearly identified on the quote? Is the NAPA discount clearly identified on the quote and removed from the product price? Refer to solicitation for actual requirements. Is the item clearly identified as an MPA Item?	
7	In accordance with FAR 52.215-6, Place of Performance, submit a list of CONUS and OCONUS "Distribution Facility(s)" or "Place of Performance(s)" that will directly support the proposed customers (page 130)? Warehouses functioning as backups should be designated as such.	
8	If you are a Large or Foreign Business, submit your Small Business Subcontracting Plan in accordance with FAR 52.219-9? NOTE: The DoD Office of Small Business Programs lists the following information as it pertains to subcontracting goals for FY 2025 Small Business (SB) –30% Small Disadvantaged Business (SDB) – 5% Service-Disabled Veteran-Owned Small Business (SDVOSB) – 5% Women-Owned Small Business (WOSB) – 5% HUBZone Small Business – 3%	
9	Limit your technical proposal to no more than 25 pages. An additional 50 pages will be allowed for supporting documentation such as lease and carrier agreements. Font must be Times New Roman size 12, however, reduced or larger font sizes will be permitted for scanned images (e.g., MOUs, Warehouse Layouts, Carrier Agreements, graphics, tables, etc.) to ensure clear legibility for proposal evaluation. Pages must be single sided.	
10	Submit your best offer?	

CAUTION: The above list of proposal submission requirements is for convenience purposes only. This list is not intended to be all-inclusive. Offerors are responsible for carefully reviewing the entire Solicitation to ensure they submit all information required by the solicitation.

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52.203-6 Restrictions on Subcontractor Sales to the Government. (JUN 2020)

52.203-13 Contractor Code of Business Ethics and Conduct. (NOV 2021)

52.212-4 Contract Terms and Conditions — Commercial Products and Commercial Services (DEVIATION 2026-O0038) (FEB 2026)

(a) *Definitions*. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

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

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

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

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

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

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

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

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

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

(i) *Payment*—

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

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

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

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

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

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

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

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

(D) Contractor point of contact; and

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

(5) *Interest*.

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

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

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by FAR part 33 if–

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

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

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

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

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

(A) The date fixed under this contract.

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

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

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

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

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

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

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

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

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

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

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

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

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

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

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

(q) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C.

chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

(1) The schedule of supplies/services;

(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) *Unauthorized obligations*.

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

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

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

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

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

(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(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 part 4, longer period required by statute, or periods specified in 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 clause 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.

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

(End of clause)

Alternate I (Deviation Date). When contemplating a time-and-materials or labor-hour contract, substitute the following paragraphs (a), (b), (i), (l), and (m) for those in the basic clause.

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

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

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

(1) Performed by the contractor;

(2) Performed by the subcontractors; or

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

Materials means—

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

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

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

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

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

Subcontract means any contract, as defined in FAR 2.101, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) *Inspection/Acceptance*.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract at all places and times before acceptance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

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

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

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

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

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

(B) Terminate this contract for cause.

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

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

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

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

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

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

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

(i) *Payments*.

(1) *Work performed*. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate*.

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

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

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

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

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

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

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

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

(ii) *Materials*.

(A) If the Contractor furnishes materials that meet the definition of a commercial product at FAR 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the—

(*1*) Quantities being acquired; and

(*2*) Any modifications necessary because of contract requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) The Contractor's timekeeping procedures;

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

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

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

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

(B) Any documents supporting payment of those invoices.

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest*.

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

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

(iii) The Contracting Officer will issue a final decision if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR part 32 in effect on the date of this contract.

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

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

obligations, and claims arising out of or under this contract, subject only to the following exceptions:

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

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

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

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

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

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work under this contract and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon written request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i), Payments, of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (b)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

ADDENDUM TO FAR 52.212-4 – Contract Terms and Conditions – Commercial Items

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

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

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

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

(c) *Changes.*

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

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

(i) method of shipment or packing;

(ii) place, manner, or time of delivery.

(3) If such change causes an increase or decrease in the cost of, or time required for, performance for any part of the work under this contract, the Contracting Officer shall make equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(4) The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

3. Paragraph (m), *Termination for cause*, is deleted in its entirety and replaced with the following:

(m) *Termination for cause*.

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

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

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

(1) Immediately notify the following personnel:
(i) Customers that have received the recalled product
(ii) DLA Troop Support Contracting Officer
(iii) DLA Troop Support Integrated Supply Team (IST) Chief
(iv) DLA Troop Support Contract Specialist
(v) DLA Troop Support Tailored Vendor Logistic Specialist
(vi) DLA Troop Support Consumer Safety Officer

(2) Provide the following information to the DLA Troop Support Consumer Safety Officer:
(i) Reason for recall
(ii) Level of recall, i.e. Type I, II or III
(iii) Description of product, including specific manufacturer's lot numbers
(iv) Amount of product
(v) List of customers that have received product
(vi) Name and phone number of responsible person (Recall Coordinator)

(3) The Prime Vendor should provide a Final Status Report of Recall, when completed, to the DLA Troop Support Consumer Safety Officer."

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

5. Paragraph (q), *Other compliances* is revised to add the following:

REQUESTING STATUS OF FORCES AGREEMENT (SOFA) STATUS FOR CONTRACTOR EMPLOYEES

(a) A SOFA is an agreement between the United States and a foreign country that, in part, addresses issues and sets forth rules and regulations that affect contractor employees performing under DoD contracts in a foreign country. Individual contractor employees may be granted status under the terms of a SOFA. In order to assist the government in determining whether an employee qualifies for status, contractors who desire status for their employees must provide the following information to the Contracting Officer after award. The Contracting Officer will request status, through the Contracting Officer Representative (COR) or Customer Service Representative (CSR), for all employees determined to qualify under the terms of the SOFA. This information must be provided for each contractor employee who will perform work in the foreign country:

(1) Information obtained by the contractor from the employee:
(i) Employee's Name:
(ii) Actual residence address(es) for the last 5 years.
(iii) Date the employee entered the foreign country in question if currently residing there.
(iv) A statement confirming that the individual is a full-time employee of the contractor.
(v) Position employee is filling.
(vi) Country of citizenship.
(vii) A statement confirming that the employee is ordinarily resident in the United States (US); and is in the country in question solely to perform the contract.
(viii) Explain why the employee should be considered as ordinarily resident in the US if the employee was not resident in the US immediately preceding this employment.
(ix) Indicate in an affirmative statement that the employee understands that the

information provided herein represents an official statement to the US, the facts presented are true and correct to the best of his knowledge and belief, and that he understands that the US will be taking action based on the facts submitted by the employee.

(2) Additional information to be submitted by the contractor:

(i) A statement that the individual is a full-time employee of the contractor.

(ii) Employee's position.

(iii) A statement by the contractor that to the best of its knowledge and belief, the employee is a US citizen, ordinarily resident in the US and qualifies for certification under the SOFA.

(iv) The contractor must verify that an investigation of the employee has been completed and to the best of its knowledge and belief, the employee is not a security risk.

(v) Indicate in an affirmative statement that the contractor understands that the information provided herein represents an official statement to the US, the facts set forth herein are true and correct to the best of its knowledge and belief, and that the US will be taking action based on the facts set forth in its statement.

(b) The contractor shall notify the COR/CSR or the Contracting Officer if an employee leaves the employment of the contractor or otherwise becomes ineligible for SOFA status, or to request status for a new employee during the course of contract performance.

(c) Failure of an employee to qualify for SOFA status does not relieve the contractor of the obligation to perform or entitle the contractor to increased costs.

6. Paragraph (s), *Order of precedence* is revised to add the following:

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

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

7. Paragraph (t), System for Award Management (SAM) is revised to add the following:

(5) Definitions.

"System for Award Management (SAM) Database" means the primary Government repository for contractor information required for the conduct of business with the Government.

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

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

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

"Unique Entity Identifier (UEI)" means the 12-character alphanumeric code assigned to businesses and organizations that engage with the U.S. federal government, replacing the DUNS number as the primary identifier for federal awards. This 12-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 Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the SAM Database" means that—

(a) The Prime Vendor has entered all mandatory information, including the UEI number or the UEI+4 numbers, into the SAM database;

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

SUPPLEMENTAL CLAUSES IN FULL TEXT AND BY REFERENCE

The following additional clauses are set forth in full text:

52.240-90 Security Prohibitions and Exclusions Representations and Certifications (DEVIATION 2026-O0038) (FEB 2026)(a) Definitions. As used in this provision-—

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) Procedures.

(1) Covered telecommunications and video surveillance. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(2) FASCSA Orders.

(i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.

(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).

(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) Covered telecommunications equipment or services representations. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—

(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and

(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) FASCSA Representation. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided

by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.

(e) Sudan certification. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) Iran Representation and Certifications.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—

(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and

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

(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(g) Disclosure.

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

(i) Contract number and order number, if applicable;

(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);

(vii) Whether alternative products or services are available that would be compliant with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions undertaken or recommended.

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.

(h) Executive agency review of disclosures. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting

Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

52.240-91 Security Prohibitions and Exclusions (DEVIATION 2026-O0038) (FEB 2026)a) Definitions. As used in this clause—

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

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

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Covered article, as defined in 41 U.S.C. 4713(k), means:

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

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

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

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

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence

or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

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

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

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

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

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

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

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

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

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

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

Kaspersky Lab-covered article means any hardware, software, or service that—

(1) Is developed or provided by a Kaspersky Lab-covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

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

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

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

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) Prohibitions on providing or using specific products or services in performance of contract. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

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

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

(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.

(1) Prohibition. The Contractor is prohibited from—

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) Procedures. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) Exemptions, exceptions, and waivers. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract.

(1) Certain telecommunications and video surveillance equipment, systems, or services.

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

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

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

(2) Office of Foreign Assets Control Restrictions.

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov/consolidated-screening-list, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) Sudan prohibition. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) Iran prohibitions.

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) Governmentwide exclusion and removal orders.

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts, DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f) Reasonable inquiry. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g) Removal of prohibited products and services. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) General report.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

(i) Contract number and order number, if applicable;

(ii) The specific prohibition the product or service is not complying with;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design,

fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);

(vii) Whether alternative products or services are available that would comply with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

(i) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) New FASCSA orders report.

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or

product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

(i) Contract number and order number, if applicable;

(ii) Name of the covered article or source subject to a FASCSA order;

(iii) The specific FASCSA order the product or service does not comply with;

(iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information DEVIATION 2026-O0025 (FEB 2026) DFARS

(a) Definitions. As used in this clause—

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

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

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

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

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

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

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

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

(b) Restrictions. The Contractor agrees that the following conditions apply to any information it receives or creates in the performance of this contract that is information obtained from a third-party's reporting of a cyber incident pursuant to DFARS clause 252.204-7012,

Safeguarding Covered Defense Information and Cyber Incident Reporting (or derived from such information obtained under that clause):

(1) The Contractor shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the Government in support of the Government's activities related to clause 252.204-7012 and shall not be used for any other purpose.

(2) The Contractor shall protect the information against unauthorized release or disclosure.

(3) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of the information.

(4) The third-party contractor that reported the cyber incident is a third party beneficiary of the non-disclosure agreement between the Government and Contractor, as required by paragraph (b)(3) of this clause.

(5) A breach of these obligations or restrictions may subject the Contractor to—
(i) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and
(ii) Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third party beneficiary of this clause.

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

.252.204-7024 Notice on the Use of the Supplier Performance Risk System (Mar 2023) DFARS

(a) Definitions. As used in this provision— "Item risk" means the probability that a product, based on intended use, will introduce performance risk resulting in safety issues, mission degradation, or monetary loss.

"Price risk" means a measure of whether a proposed price for a product or service is consistent with historical prices paid for that item or service. "Supplier risk" means the probability that an award may subject the procurement to the risk of unsuccessful performance or to supply chain risk (see Defense Federal Acquisition Regulation Supplement 239.7301). (b) The Supplier Performance Risk System (SPRS), available at https://piee.eb.mil/, will be used in the evaluation of the Quoter or Offeror's performance. SPRS retrieves item, price, quality, delivery, and contractor information on contracts from Government reporting systems in order to develop risk assessments. (c) The Contracting Officer will consider SPRS risk assessments during the evaluation of quotations or offers received in response to this solicitation as follows: (1) Item risk will be considered to determine whether the procurement represents a high performance risk to the Government. (2) Price risk will be considered in determining if a proposed price is consistent with historical prices paid for a product or a service or otherwise creates a risk to the Government. (3) Supplier risk, including but not limited to quality and delivery, will be considered to assess the risk of unsuccessful performance and supply chain risk. (d) SPRS risk assessments are generated daily. Quoters or Offerors are able to access their risk assessments by following the access instructions in the SPRS user's guide available at

https://www.sprs.csd.disa.mil/reference.htm. Quoters and Offerors are granted access to SPRS for their own risk assessment classifications only. SPRS reporting procedures and risk assessment methodology are detailed in the SPRS user's guide. The method to challenge a rating generated by SPRS is also provided in the user's guide. SPRS evaluation criteria are available at https://www.sprs.csd.disa.mil/pdf/SPRS_DataEvaluationCriteria.pdf. (e) The Contracting Officer may consider any other available and relevant information when evaluating a quotation or an offer.

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (DEVIATION 2026-O0038) (FEB 2026) (a) The Government will not 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 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, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(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 an 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; and

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

52.215-6 Place of Performance (DEVIATION 2026-O0038) (FEB 2026) (a) The offeror or respondent, in the performance of any contract resulting from this request for proposals, □ intends, □ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

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

C03 Contractor Retention of Supply Chain Traceability Documentation (Jun 2023)

(1) By submitting a quotation or offer, the contractor is confirming it currently has, or will obtain before delivery, and shall retain supply chain traceability documentation, as described in paragraph (2) of this procurement note, demonstrating the item conforms to the technical requirements, and, for part numbered items, is from an approved manufacturer.

(2) Supply Chain Traceability Documentation. (i) Supply chain traceability documentation shall include basic item description; part number; drawing or specification; national stock number; manufacturing source; manufacturing source's Commercial and Government Entity (CAGE) code; and clear identification of the name and location of all supply chain intermediaries between the manufacturer to the contractor to Government acceptance. (ii) Supply chain traceability documentation shall also include, when available, the manufacturer's batch identification for the item(s), such as date codes, lot codes, or serial numbers. For part numbered items, contractors can find examples of acceptable supply chain traceability documentation at the Counterfeit Detection and Avoidance Program (CDAP) website: (http://www.dla.mil/LandandMaritime/Business/Selling/Counterfeit-Detection-AvoidanceProgram). (iii) In addition, the contractor will obtain, retain, and provide to the contracting officer written documentation of all inspections and tests necessary to substantiate that the supplies furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. Such records shall include, without limitation, test reports, test data, material certification, and manufacturing process sheets, in addition to any other information identified in the technical specifications applicable to the item.

(3) The contractor shall make supply chain traceability documentation available to the contracting officer within three business days upon the contracting officer's request. The contracting officer determines the acceptability and sufficiency of documentation. The contractor shall retain supply chain traceability documentation for ten years after final payment under this contract for audit and other valid government purposes. If the contractor fails to retain or provide the documentation, or the contracting officer finds the documentation to be unacceptable, the contracting officer may take corrective action, including, but not limited to, cancellation of undelivered orders or rejection of delivered supplies.

C08 Tailored Logistics Support Purchasing Reviews (FEB 2017)

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

(2) The Contracting Officer may conduct reviews of purchased items or services provided under this contract regardless of dollar value that meet the criteria in paragraph (1) to ascertain

whether the contractor has obtained the best value. The contractor must obtain competition to the maximum extent practicable for all purchases. Prior to purchasing any supplies or services, the contractor must solicit a competitive quotation from at least two independently-competing firms. For other than sole source items, the request for quotations must, to the maximum extent practical, solicit offers from different manufacturers or producers. If the contractor is unable to obtain quotes for competing items from two or more independently-competing firms, the contractor must retain documentation supporting its rationale for selection of the suppliers solicited and selected and its determination that the price was fair and reasonable. The contractor is responsible for maintaining this documentation for all sole source/non-competitive actions. The following price reasonableness and documentation requirements are applicable to all purchases, regardless of dollar value:
(i) A price is reasonable if it does not exceed a price incurred by a prudent person in the conduct of competitive business. The Contracting Officer will examine the prices with particular care in connection with buys that may not be subject to effective competition restraints. The contractor's price will not be presumed to be reasonable. If an initial review of the facts results in a challenge of a specific price by the Contracting Officer or the Contracting Officer's representative, the burden of proof must be upon the contractor to establish that the price is reasonable under the standards in FAR Subpart 15.4 and FAR 31.201-3.
(ii) The contractor must keep the documentation to a minimum, but must retain data supporting the purchases either by paper or electronically. At a minimum, price quotations and invoices must be retained. Should the contractor receive an oral price quotation, the contractor must document who the supplier or subcontractor is by complete name, address, telephone number, price, terms and other conditions quoted by each vendor. Price quotes for supplies must be broken down by individual items, shipping costs, and any other included expenses. Price quotes for incidental services which are not pre-priced in the contract must include labor hours and costs or prices, as applicable, including the total price of the job, individual pricing for the portions of the work if applicable, materials, and all other elements
of cost, overhead, and profit. This price breakdown documentation must be made for each subcontractor performing work on this contract.
(3) When applicable, if the contractor is purchasing from subcontractors or other sources and receives a discount or rebates, the contractor must immediately pass these savings to the Government in the contract price and invoice for payment. The contractor is required to use diligence in the selection of the most economical method of delivery of the product or services by selecting a best value method of delivery based on the urgency and nature of the work or product required. When labor hours are involved in the work to be accomplished and the contractor has not already pre-priced the effort to use its own labor force, the contractor must provide the labor at rates required by the contract (for example, Service Contract Act or Davis-Bacon Act rates) or at rates based on competition if mandatory rates are not required by the contract. (4) If the Contracting Officer determines that the purchased product or service is unreasonably priced, the contractor must refund to the Government the amount the Contracting Officer determines is in excess of a reasonable price. The Contracting Officer must notify the contractor in writing in accordance with FAR 32.604 Demand for Payment, giving the basis for the determination and the amount to be refunded. The contractor must make the refund payment in accordance with directions from the Contracting Officer, and must provide proof of the refund payment to the Contracting Officer. The Contracting Officer may collect the amount due using all available means in accordance with FAR Subpart 32.6. FAR 52.232-17, Interest, is applicable to payments not made within 30 days of the demand for payment. Any disputes arising under this provision must be handled in accordance with the "Disputes" clause of this contract.

H14 Contractor Personnel Security Requirements (DEC 2021)

(a) Work to be performed under this contract or task order may, in full or in part, be performed at the Defense Logistics Agency (DLA) Headquarters (HQ), DLA field activity office(s), or other

Federally- controlled facilities. Prior to beginning work on a contract, DLA requires all contractor personnel 36 Defense Logistics Acquisition Directive (DLAD) Procurement Notes Effective March 13, 2024 working on the Federally-controlled facility to have, at a minimum, an initiated National Agency Check with Written Inquiries (NACI) or NACI equivalent and favorable completion of a Federal Bureau of Investigation (FBI) fingerprint check. (b) Additionally, in accordance with Department of Defense (DoD) Regulation 5200.2-R, Personnel Security Programs, and DLA Issuance 4314, Personnel Security Program, all DoD contractor personnel who have access to Federally-controlled information systems must be assigned to positions which are designated at one of three information technology (IT) levels, each requiring a certain level of investigation and clearance, as follows: (1) IT-I for an IT position requiring a single scope background investigation (SSBI) or SSBI equivalent; (2) IT-II for an IT position requiring a National Agency check with Law and Credit (NACLC) or NACLC equivalent; and (3) IT-III for an IT position requiring a NACI or equivalent. Note: IT levels will be designated according to the criteria in DoD 5200.2-R. (c) Previously completed security investigations may be accepted by the Government in lieu of new investigations if determined by the DLA Intelligence Personnel Security Office to be essentially equivalent in scope to the contract requirements. The length of time elapsed since the previous investigation will also be considered in determining whether a new investigation is warranted. To assist the Government in making this determination, the contractor must provide the following information to the respective DLA Intelligence Personnel Security Office immediately upon receipt of the contract. This information must be provided for each contractor employee who will perform work on a Federally-controlled facility and/or will require access to Federally-controlled information systems: (1) Full name, with middle name, as applicable, with social security number; (2) Citizenship status with date and place of birth; (3) Proof of the individual's favorably adjudicated background investigation or NACI, consisting of identification of the type of investigation performed, date of the favorable adjudication, name of the agency that made the favorable adjudication, and name of the agency that performed the investigation; (4) Company name, address, phone and fax numbers with email address; (5) Location of on-site workstation or phone number if off-site (if known by the time of award); and (6) Delivery order or contract number and expiration date; and name of the contracting officer. (d) The contracting officer will ensure that the contractor is notified as soon as a determination is made by the assigned or cognizant DLA Intelligence Personnel Security Office regarding acceptance of the previous investigation and clearance level. (1) If a new investigation is deemed necessary, the contractor and contracting officer will be notified by the respective DLA Personnel Security Office after appropriate checks in DoD databases have been made. (2) If the contractor employee requires access to classified information and currently does not have the appropriate clearance level and/or an active security clearance, the DLA Intelligence Personnel Security Office will relay this information to the contractor and contracting officer for further action. Investigations for contractor employees requiring access to classified information must be initiated by the contractor Facility Security Officer (FSO). (3) The contracting officer will ensure that the respective DLA Intelligence Personnel Security Office initiates investigations for contractor employees not requiring access to classified information (i.e., IT or unescorted entry). (4) It is the contractor's responsibility to ensure that adequate information is provided and that each contractor employee completes the appropriate paperwork, as required either by the contracting officer or the DLA Intelligence Personnel Security Office, in order to begin the investigation process for the 37 Defense Logistics Acquisition Directive (DLAD) Procurement Notes Effective March 13, 2024 required clearance level. (e) The contractor is responsible for ensuring that each contractor employee assigned to the position has the appropriate security clearance level. (f) The contractor shall submit each request for IT access and investigation through the contracting officer to the assigned or cognizant DLA Intelligence Personnel Security Office. Requests shall include the following information and/or documentation: (1) Standard Form (SF) 85, Questionnaire for Non-Sensitive Positions, or the SF 86, Questionnaire for National Security Positions (see note below); (2) Proof of citizenship (i.e., an original or a certified copy of a birth certificate, passport, or naturalization certificate); and (3) Form FD-258, Fingerprint Card

(however, fingerprinting can be performed by the cognizant DLA Intelligence Personnel Security Office). (Note to (f)(1) above: An investigation request is facilitated through use of the SF 85 or the SF 86. These forms with instructions as well as the Optional Form (OF) 306, Declaration for Federal Employment, which is required with submission of the SF85 or SF 86, are available at the Office of Personnel Management's (OPM) system called Electronic – Questionnaires for Investigations Processing (e-QIP). Hard copies of the SF85 and SF86 are available at OPM's web-site, www.opm.gov, but hard copies of the forms are not accepted.) (g) Required documentation, listed above in paragraphs (f)(1) through (3), must be provided by the contractor as directed by the contracting officer to the cognizant DLA Intelligence Personnel Security Office at the time of fingerprinting or prior to the DLA Intelligence Personnel Security Office releasing the investigation to OPM. (h) Upon completion of the NACI, NACLC, SSBI, or other sufficient, appropriate investigation, the results of the investigation will be forwarded by OPM to the appropriate adjudication facility for eligibility determination or the DLA Intelligence Personnel Security Office for review and determination regarding the applicant's suitability to occupy an unescorted entry position in performance of the DLA contract. Contractor personnel shall not commence work on this effort until the investigation has been favorably adjudicated or the contractor employee has been waived into the position pending completion of adjudication. The DLA Intelligence Personnel Security Office will ensure that results of investigations will be sent by OPM to the Department of Defense, Consolidated Adjudications Facility (DoDCAF) or DLA Intelligence Personnel Security Office. (i) A waiver for IT level positions to allow assignment of an individual contractor employee to commence work prior to completion of the investigation may be granted in emergency situations when it is determined that a delay would be harmful to national security. A request for waiver will be considered only after the Government is in receipt of the individual contractor employee's completed forms, the background investigation has been initiated, and favorable FBI fingerprint check has been conducted. The request for a waiver must be approved by the Commander/Director or Deputy Commander/Director of the site. The cognizant DLA Intelligence Personnel Security Office reserves the right to determine whether a waiver request will be forwarded for processing. The individual contractor employee for which the waiver is being requested may not be assigned to a position, that is, physically work at the Federally-controlled facility and/or be granted access to Federally-controlled information systems, until the waiver has been approved. (j) The requirements of this procurement note apply to the prime contractor and any subcontractors the prime contractor may employ during the course of this contract, as well as any temporary employees that may be hired by the contractor. The Government retains the right to request removal of contractor personnel, regardless of prior clearance or adjudication status whose actions, while assigned to this contract, who are determined by the contracting officer to conflict with the interests of the Government. If such removal occurs, the contractor shall assign qualified personnel, with the required investigation, to 38 Defense Logistics Acquisition Directive (DLAD) Procurement Notes Effective March 13, 2024 any vacancy. (k) All contractor personnel who are granted access to Government and/or Federally-controlled information systems shall observe all local automated information system (AIS) security policies and procedures. Violations of local AIS security policy, such as password sharing, performing personal work, file access violations, or browsing files outside the scope of the contract, will result in removal of the contractor employee from Government property and referral to the contractor for appropriate disciplinary action. Actions taken by the contractor in response to a violation will be evaluated and will be reflected in the contractor's performance assessment for use in making future source selection decisions. In addition, based on the nature and extent of any violations of AIS security policy, the Government will consider whether it needs to pursue any other actions under the contract such as a possible termination. (l) The contractor may also be required to obtain a Common Access Card (CAC) or Installation Access Badge for each contractor employee in accordance with procedures established by DLA. When a CAC is required, the contracting officer will ensure that the contractor follows the requirements of Homeland Security Presidential Directive 12 and any other CAC-related requirements in the contract. The contractor shall provide, on a monthly basis, a

listing of all personnel working under the contract that have CACs. (m) See procurement note H16, Operations Security (OPSEC) For On-site Contractors, for required OPSEC training. Contractor personnel must additionally receive operations security (OPSEC) and information security (INFOSEC) awareness training. The DLA annual OPSEC refresher training and DLA annual INFOSEC training will satisfy these requirements and are available through the DLA Intelligence Office. (n) When a contractor employee who has been granted a clearance is removed from the contract, the contractor shall provide an appropriately trained substitute who has met or will meet the investigative requirements of this procurement note. The substitute may not begin work on the contract without written documentation, signed by the contracting officer, stating that the new contractor employee has met one of the criteria set forth in paragraphs (c), (d), or (i) of this procurement note (i.e., acceptance of a previously completed security investigation, satisfactory completion of a new investigation, or a waiver allowing work to begin pending completion of an investigation). Contractor individual employees removed from this contract as a result of a violation of local AIS security policy are removed for the duration of the contract. (o) The following shall be completed for every employee of the Government contractor working on this contract upon contract expiration. Additionally, the contractor shall notify the contracting officer immediately in writing whenever a contractor employee working on this contract resigns, is reassigned, is terminated, or no longer requires admittance to the Federally-controlled facility or access to Federally-controlled information systems. When the contractor employee departs, the contractor will relay departure information to the cognizant DLA Intelligence Personnel Security Office and the Trusted Agent (TA) that entered the individual into the Trusted Associated Sponsorship System (TASS), so appropriate databases can be updated. The contractor will ensure each departed employee has completed the DLA J6 Out-Processing Checklist, when applicable, for the necessary security briefing, has returned any Government furnished equipment, returned the DoD CAC and DLA (or equivalent Installation) badge, returned any DoD or DLA vehicle decal, and requested deletion of local area network account with a prepared Department of Defense (DD) Form 2875. The contractor will be responsible for any costs involved for failure to complete the out-processing, including recovery of Government property and investigation involved. (p) These contractor security requirements do not excuse the contractor from meeting the delivery schedule/performance requirements set forth in the contract, or waive the delivery schedule/performance requirements in any way. The contractor shall meet the required delivery schedule/performance requirements unless the contracting officer grants a waiver or extension. 39 Defense Logistics Acquisition Directive (DLAD) Procurement Notes Effective March 13, 2024 (q) The contractor shall not bill for personnel, who are not working on the contract while that contractor employee's clearance investigation is pending.

L01 Electronic Award Transmission (Jun 2020)

DLA provides notice of awards by either—
(1) Electronic email containing a link to the electronic copy of the Department of Defense (DD) Form 1155, Order for Supplies or Services, on the DLA Internet Bid Board System (DIBBS); or
(2) Electronic Data Interchange (EDI) 850 utilizing American National Standards Institute (ANSI) X12 Standards through a value added network (VAN) approved by DLA Transaction Services.

Offerors/contractors can obtain information regarding EDI, ANSI X12 transactions, and VANs approved by DLA Transaction Services at Defense Automatic Addressing System (DAAS) Value Added Network List (https://home.daas.dla.mil/daashome/edi-vanlist-dla.asp). Offerors should direct questions concerning electronic ordering to the appropriate procuring organization point of contact below: DLA Land and Maritime, Helpdesk.EBS.L&M.LTCs@dla.mil, DLA Troop Support, dlaedigroup@dla.mil

L02 Electronic Order Transmission (Jun 2020)

Offerors shall select one of the following alternatives for paperless order transmission:
( ) American National Standards Institute (ANSI) X12 Standards through a value added network (VAN) approved by DLA Transaction Services; or
( ) Electronic mail (email) award notifications containing web links to electronic copies of the Department of Defense (DD) Form 1155, Order for Supplies or Services.

Offerors must register on the DLA Internet Bid Board System (DIBBS) (https://www.dibbs.bsm.dla.mil) to receive email notification. If the offeror elects ANSI/VAN order transmission, DLA will send Electronic Data Interchange (EDI) transaction sets at time of award. The contractor shall acknowledge receipt of transaction sets with a functional acknowledgement or order receipt message within 24 hours. If the contractor receives the award transaction set on a weekend or Federal holiday, the contractor shall acknowledge receipt on the next business day. This acknowledgement will confirm that the contractor's interface with the system is working as needed for contract ordering.

Offerors can obtain information regarding EDI, ANSI X12 transactions, and VANs approved by DLA Transaction Services at Defense Automatic Addressing System (DAAS) Value Added Network List (https://home.daas.dla.mil/daashome/edi-vanlist-dla.asp).

Offerors should direct questions concerning electronic ordering to the appropriate procuring organization point of contact below: DLA Land and Maritime, Helpdesk.EBS.L&M.LTCs@dla.mil DLA Troop Support, dlaedigroup@dla.mil, DLA Aviation, avnprocsysproceddiv@dla.mil, phone # 804-279-4026.

L06 Agency Protests (DEC 2016)

Interested parties may file an agency level protest with the Contracting Officer or may request an independent review by the chief of the contracting office (CCO). Independent review by the CCO is an alternative to consideration by the Contracting Officer and is not available as an appellate review of a Contracting Officer decision on a protest previously filed with the Contracting Officer. Absent a clear indication of the intent to file an agency level protest with the CCO for independent review, protests will be presumed to be protests to the Contracting Officer.

L08 Use of Supplier Performance Risk System (SPRS) in Past Performance Evaluations (Jun 2024)

(1) The Government will use the Supplier Performance Risk System (SPRS) (https://www.sprs.csd.disa.mil/) (formerly Past Performance Information Retrieval System – Statistical Reporting (PPIRS-SR)) and may use other performance history to evaluate suppliers past performance. (2) SPRS collects quality and delivery data on previously awarded contracts and orders from existing Department of Defense reporting systems to classify each supplier's performance history by Federal supply class (FSC) and product or service code (PSC). The SPRS application provides the contracting officer quantifiable past performance information regarding a supplier's quality and delivery performance for the FSC and PSC of the supplies the Government is purchasing. (3) The contracting officer will use the quality and delivery classifications identified for a supplier in SPRS to evaluate a supplier's past performance in conjunction with the supplier's references (if requested). The Government will use this past performance information in accordance with the basis for award stated in the solicitation. (4) SPRS generates classifications daily for each contractor. The SPRS Software User's Guide for Awardees/Contractors (https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf) and the SPRS Government User Guide (https://www.sprs.csd.disa.mil/pdf/SPRS_Government.pdf) provide instructions for accessing SPRS classifications. Contractors have access to SPRS for their own classifications only. Suppliers are encouraged to review their own classifications; the SPRS reporting procedures and classification methodology detailed in the SPRS Software User's Guide for Awardees/Contractors (https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf); and the SPRS Evaluation Criteria (https://www.sprs.csd.disa.mil/pdf/SPRS_DataEvaluationCriteria.pdf). The SPRS Software User's Guide for Awardees/Contractors (https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf) provides the method to challenge a rating generated by SPRS.

L09 Reverse Auction (OCT 2016)

The Contracting Officer may utilize reverse auctioning to conduct price discussions. If the Contracting Officer does not conduct a reverse auction, award may be made on initial offers or following discussions. If the Contracting Officer decides to use line reverse auctioning to conduct price negotiations, the Contracting Officer will notify Offerors of this decision and the following applies:
(1) The Contracting Officer may use reverse auction as the pricing technique during discussions to receive the final offered prices from each offeror.
(2) During each round of reverse auction, the system displays the lowest offer price(s) unless the auction instructions are different. All offerors and authorized auction users see the displayed lowest price(s). This disclosure is anonymous and a generic identifier displays for the offeror. Generic identifiers include designators such as "offer A" or "lowest-priced offeror." By submitting a proposal in response to the solicitation, offerors agree to participate in the reverse auction and that their prices may be disclosed, including to other offerors, during the reverse auction.
(3) An offeror's final auction price at the close of the reverse auction is considered its final price proposal revision. No price revisions will be accepted after the close of the reverse auction, unless the Contracting Officer decides that further discussions are needed and final price proposal revisions are again requested in accordance with Federal Acquisition Regulation (FAR) 15.307, or the Contracting Officer determines that it would be in the best interest of the Government to re-open the auction.
(4) The Contracting Officer identifies participants to the DLA commercial reverse auction service provider. To be eligible for award and participate, the offeror must agree with terms and conditions of the entire solicitation and the commercial reverse auction service. The reverse auction pricing tool system administrator sends auction information in an email. The reverse auction system designates offers as "lead," meaning the current low price in that auction, or "not

lead," meaning not the current low price in that auction. In the event of a tie offer, the reverse auction provider's system designates the first offer of that price as "lead" and the second or subsequent offer of that price as "not lead." If a tie offer is submitted and no evaluation factors other than price were identified in the solicitation or a low-price technically acceptable source selection is being used, the "Not Lead" offeror that submitted the tie offer must offer a changed price; otherwise its offer will be ineligible for award. If evaluation factors in addition to price were listed in the solicitation and a tradeoff source selection is being used, tie offers that are "Not Lead" will be considered and evaluated.
(5) Offerors unable to enter pricing through the commercial reverse auction service provider's system during a reverse auction must notify the Contracting Officer or designated representative immediately. The Contracting Officer may, at their sole discretion, extend or re-open the reverse auction if the reason for the offeror's inability to enter pricing is determined to be without fault on the part of the offeror and outside the offeror's control.
(6) Training. The commercial reverse auction service provider or government representative conducts training for offerors. Offerors receive training through written material, the commercial reverse auction service provider's website, or other means. Trainers name employees successfully completing the training as a "Trained Offeror." Only trained offerors may engage in a reverse auction. The Contracting Officer reserves the right to remove the "trained offeror" title from anyone who fails to obey the solicitation or commercial reverse auction service provider terms and conditions.

252.225-7972 Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (AUG 2024) (Deviation 2024-O0014)

(a) *Definition.* As used in this clause—
Covered foreign country means any of the following:
(1) The People's Republic of China.
(2) The Russian Federation.
(3) The Islamic Republic of Iran.
(4) The Democratic People's Republic of Korea.
(b) *Prohibition*. In accordance with section 848 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2020 and section 817 of the NDAA for FY 2023, the Contractor shall not—
(1) Provide or use an unmanned aircraft system (UAS), or any related services or equipment, that—
(i) Is manufactured in a covered foreign country, or by an entity domiciled in a covered foreign country;
(ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in a covered foreign country, or by an entity domiciled in a covered foreign country;
(iii) Uses a ground control system or operating software developed in a covered foreign country, or by an entity domiciled in a covered foreign country; or
(iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, a covered foreign country;
(2) Provide or use a system for the detection or identification of a UAS, or any related services or equipment, that is manufactured in a covered foreign country or by an entity domiciled in a covered foreign country; or
(3) On or after October 1, 2024, be an entity that operates equipment, as determined by the Secretary of Defense, from—
(i) Da-Jiang Innovations, or any subsidiary or affiliate of Da-Jiang Innovations;
(ii) Any entity that produces or provides unmanned aircraft systems and is included on the Consolidated Screening List maintained by the International Trade Administration of the Department of Commerce (https://www.trade.gov/consolidated-screening-list); or

(iii) Any entity that produces or provides unmanned aircraft systems and—

(A) Is domiciled in a covered foreign country; or

(B) Is subject to unmitigated foreign ownership, control, or influence by a covered foreign country, as determined by the Secretary of Defense in accordance with the National Industrial Security Program.

(c) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts or other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

252.225-7973 Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems—Representation (AUG 2024) (Deviation 2024-O0014)

(a) *Definition*. As used in this provision, "covered foreign country" has the meaning given in the 252.225-7972, Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (Deviation 2024-O0014), clause of this solicitation.

(b) *Prohibition*. Section 848 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2020 (Pub. L. 116-92) and section 817 of the NDAA for FY 2023 (Pub. L. 117-263) prohibit DoD from—

(1) Using or procuring an unmanned aircraft system (UAS), or any related services or equipment, that—

(i) Is manufactured in a covered foreign country, or by an entity domiciled in a covered foreign country;

(ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in a covered foreign country, or by an entity domiciled in a covered foreign country;

(iii) Uses a ground control system or operating software developed in a covered foreign country, or by an entity domiciled in a covered foreign country; or

(iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, a covered foreign country;

(2) Using or procuring a system for the detection or identification of a UAS, or any related services or equipment, that is manufactured in a covered foreign country or by an entity domiciled in a covered foreign country; or

(3) On or after October 1, 2024, entering into or renewing a contract with an entity that operates, as determined by the Secretary of Defense, equipment from—

(i) Da-Jiang Innovations (or any subsidiary or affiliate of Da-Jiang Innovations);

(ii) Any entity that produces or provides unmanned aircraft systems and is included on the Consolidated Screening List maintained by the International Trade Administration of the Department of Commerce (*https://www.trade.gov/consolidated-screening-list*); or

(iii) Any entity that produces or provides unmanned aircraft systems and—

(A) Is domiciled in a covered foreign country; or

(B) Is subject to unmitigated foreign ownership, control, or influence by a covered foreign country, as determined by the Secretary of Defense in accordance with the National Industrial Security Program.

(c) *Representations*.

(1) By submission of its offer, the Offeror represents that—

(i) It will not provide or use a UAS, as described in paragraph (b)(1) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation; and

(ii) It will not provide or use a system for the detection or identification of a UAS, as described in paragraph (b)(2) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation.

(2) It is not an entity described in paragraph (b)(3) of this provision.

252.225-7966 Prohibition Regarding Russian Fossil Fuel Business Operations—Representation (Deviation 2024-O0006, Revision 1) (MAR 2024)

(a) *Definitions*. The terms *business operations* and *fossil fuel company* have the meanings given in the 252.225-7967 clause of this solicitation.

(b) *Representation*. By submission of an offer, the Offeror represents it is not, or that it does not knowingly have fossil fuel business operations with an entity or individual that is, 50 percent or more owned, individually or collectively, by—

(1) An authority of the government of the Russian Federation; or

(2) A fossil fuel company that operates in the Russian Federation, except if the fossil fuel company transports oil or gas—

(i) Through the Russian Federation for sale outside of the Russian Federation; and

(ii) That was extracted from a country other than the Russian Federation with respect to the energy sector of which the President has not imposed sanctions as of the date on which the contract is awarded.

252.225-7967 Prohibition Regarding Russian Fossil Fuel Business Operations (Deviation 2024-O0006, Revision 1) (MAR 2024)

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

"Business operations" means knowingly engaging in commerce in any form, including acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other known apparatus of business or commerce. The term does not include—

(1) Any shipment subject to price caps as specified in the—

(i) "Statement of the G7 and Australia on a Price Cap for Seaborne Russian-Origin Crude Oil", issued on December 2, 2022, between member countries of that coalition; or

(ii) "Statement of the G7 and Australia on Price Caps for Seaborne Russian-Origin Petroleum Products Berlin, Brussels, Canberra, London, Ottawa, Paris, Rome, Tokyo, Washington", issued on February 4, 2023, between such members, if such shipment complies with the applicable price caps; or

(A) Actions taken for the benefit of the country of Ukraine, as determined by the Secretary; or

(B) Actions taken to support the suspension or termination of business operations for commercial activities during the period beginning on the effective date and ending on December 31, 2029, including—

(1) Any action to secure or divest from facilities, property, or equipment;

(2) The provision of products or services provided to reduce or eliminate operations in territory internationally recognized as the Russian Federation or to comply with sanctions relating to the Russian Federation; and;

(3) Activities that are incident to liquidating, dissolving, or winding down a subsidiary or legal entity in Russia.

Fossil fuel company means an entity or individual that—

(1) Carries out oil, gas, or coal exploration, development, or production activities;

(2) Processes or refines oil, gas, or coal; or

(3) Transports, or constructs facilities for the transportation of, Russian oil, gas, or coal.

(b) *Prohibition*. In accordance with section 804 of the National Defense Authorization Act for Fiscal Year 2024 (Pub. L. 118-31), the Contractor is prohibited from entering into a subcontract or other contractual instrument for the procurement of products or services with any entity or individual that is known to be, or that is known to have fossil fuel business operations with an entity or individual that is, not less than 50 percent owned, individually or collectively, by—

(1) An authority of the government of the Russian Federation; or

(2) A fossil fuel company that operates in the Russian Federation, except if the fossil fuel company transports oil or gas—

(i) Through the Russian Federation for sale outside of the Russian Federation; and
(ii) That was extracted from a country other than the Russian Federation with respect to the energy sector of which the President has not imposed sanctions as of the date on which the contract is awarded.
(c) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts and other contractual instruments, including those for the acquisition of commercial products or commercial services.

52.216-1 Type of Contract (DEVIATION 2026-O0038) (FEB 2026) The Government contemplates award of an Indefinite Delivery/Indefinite Quantity Firm Fixed Price/Fixed Price with Economic Price Adjustment contract resulting from this Solicitation.

52.216-18 Ordering (AUG 2020)

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

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
(c) A delivery order or task order is considered "issued" when—
(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
(3) If sent electronically, the Government either—
(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
(ii) Distributes the delivery order or task order via email to the Contractor's email address.
(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

52.216-19 Order Limitations (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than _____$250_____, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor --
(1) Any order for a single item in excess of _____n/a_____;
(2) Any order for a combination of items in excess of _____n/a_____; or
(3) A series of orders from the same ordering office within _____n/a_____ days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

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

52.216-22 Indefinite Quantity(DEVIATION 2026-O0038) (FEB 2026) a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

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

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

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract *60 days after the contract expires.*

52.229-11 Tax on Certain Foreign Procurements - Notice and Representation (DEVIATION 2026-O0038) (FEB 2026) (a) Definitions. As used in this provision—

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area of the United States.

United States person as defined in 26 U.S.C. 7701(a)(30) means

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if–

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror may claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that

(1) It □ is □ is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 □ a full exemption, or □ partial or no exemption [Offeror must select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the IRS as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.**252.229-7001 Tax Relief – Basic (APR 2020) DFARS**

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: _____ RATE (PERCENTAGE): _____

(b) Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available. The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on-hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

52.232-7006 Wide Area WorkFlow Payment Instructions (JAN 2023)

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

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003 , Electronic Submission of Payment Requests and Receiving Reports.

(b) *Electronic invoicing*. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003 , Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access*. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures

for self-registration available at this web site.

(d) *WAWF training*. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/

(e) *WAWF methods of document submission*. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions*. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) *Document type*. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

_____

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

_____

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

(3) *Document routing*. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in

the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC**	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) *Receiving report*. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

_____

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

5452.233-9001 Agreement to Use Alternative Dispute Resolution (ADR) (JUN 2020) DLAD

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.
(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the Contracting Officer, and approved at a level above the Contracting Officer after consultation with the ADR Specialist and legal counsel. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the Contracting Officer before determining ADR to be inappropriate.
(c) If you wish to opt out of this clause, check here [ ]. Alternate wording may be negotiated with the Contracting Officer.

252.243-7002 Requests for Equitable Adjustment (DEC 2022) DFARS

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

(b) In accordance with 10 U.S.C. 3862(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the

following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

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

(Official's Name)

(Title)

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

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

(2) Data other than certified cost or pricing data, in accordance with subsection 215.403-5 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.

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

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

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

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

- FAR: https://www.ecfr.gov/current/title-48
- DFARS: http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html
- DLAD: http://www.dla.mil/Acquisition/Documents/DLAD%20Rev%205.htm

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):

- FAR: https://www.ecfr.gov/current/title-48
- DFARS: http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html
- DLAD: http://www.dla.mil/Acquisition/Documents/DLAD%20Rev%205.htm

The following additional clauses are incorporated by reference:

CLAUSE NUMBER	**TITLE/DATE**
252.201-7000	Contracting Officer's Representative (DEC 1991) DFARS
52.203-3	Gratuities (APR 1984) FAR
52.203-6	Restrictions on Subcontractor Sales to the Government (JUN 2020) FAR
52.203-13	Contractor Code of Business Ethics and Conduct (NOV 2021) FAR
52.203-17	Contractor Employee Whistleblower Rights (Nov 2023) FAR
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) FAR
252.203-7000	Requirements Relating to Compensation of Former DOD Officials (SEP 2011) DFARS

CLAUSE NUMBER	**TITLE/DATE**
252.203-7002	Requirement to Inform Employees of Whistleblower Rights (DEC 2022) DFARS
252.203-7003	Agency Office of the Inspector General (AUG 2019) DFARS
252.203-7005	Representation Relating to Compensation of Former DoD Officials (SEP 2022) DFARS
52.204-7	System for Award Management-Registration (DEVIATION 2026-O0038) (FEB 2026)
52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011) FAR
52.204-13	System for Award Management-Maintenance (DEVIATION 2026-O0038) (FEB 2026)
52.204-90	Offeror Identification (DEVIATION 2026-O0038) (FEB 2026)
52.204-91	Contractor Identification (DEVIATION 2026-O0038) (FEB 2026)
252.204-7003	Control of Government Personnel Work Product (DEVIATION 2026-O0025) (FEB 2026)
252.204-7004	Alternate A, System for Award Management (JAN 2023) DFARS
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls (DEVIATION 2026-O0025) (FEB 2026)
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2026-O0025) (FEB 2026)
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors (JAN 2023) DFARS
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support (JAN 2023) DFARS
252.240-7997	NIST SP 800-171 DoD Assessment Requirements (DEVIATION 2026-O0025) (FEB 2026)
252.205-7000	Provision of Information to Cooperative Agreement Holders (OCT 2024) DFARS
52.208-9	Contractor Use of Mandatory Sources of Supply or Services (DEVIATION 2026-O0038) (FEB 2026)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (DEVIATION 2026-O0038) (FEB 2026)
52.209-7	Information Regarding Responsibility Matters (DEVIATION 2026-O0038) (FEB 2026)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (DEVIATION 2026-O0038) (FEB 2026)
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country That is a State Sponsor of Terrorism (MAY 2019) DFARS
52.211-5	Material Requirements (DEVIATION 2026-O0038) (FEB 2026)
52.212-2	Evaluation—Commercial Products and Commercial Services (DEVIATION 2026-O0038) (FEB 2026)
252.215-7992	Only One Offer (DEVIATION 2026-O0048) (MAR 2026)
252.215-7994	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data DEVIATION (2026-O0048) (MAR 2026)
252.215-7996	Notification to Offerors—Postaward Debriefings (DEVIATION 2026-O0048) (MAR 2026)
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (DEVIATION 2026-O0038) (FEB 2026)
52.219-8	Utilization of Small Business Concerns (DEVIATION 2026-O0038) (FEB 2026)
52.219-9	Small Business Subcontracting Plan (DEVIATION 2026-O0038) (FEB 2026)
52.219-16	Liquidated Damages—Subcontracting Plan (DEVIATION 2026-O0038) (FEB 2026)
52.219-28	Postaward Small Business Program Rerepresentation (DEVIATION 2026-O0038) (FEB 2026)
215.219-7996	Small Business Subcontracting Plan (DoD Contracts) (DEVIATION 2026-O0037) (FEB 2026)

CLAUSE NUMBER	**TITLE/DATE**
52.222-19	Child Labor—Cooperation with Authorities and Remedies (DEVIATION 2026-O0038) (FEB 2026)
52.222-35	Equal Opportunity for Veterans (DEVIATION 2026-O0038) (FEB 2026)
52.222-36	Equal Opportunity for Workers with Disabilities (DEVIATION 2026-O0038) (FEB 2026)
52.222-37	Employment Reports on Veterans (DEVIATION 2026-O0038) (FEB 2026)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEVIATION 2026-O0038) (FEB 2026)
52.222-41	Service Contract Labor Standards (DEVIATION 2026-O0038) (FEB 2026)
52.222-50	Combating Trafficking in Persons (DEVIATION 2026-O0038) (FEB 2026)
52.222-50 ALT I	Combating Trafficking in Persons (DEVIATION 2026-O0038) (FEB 2026)
52.222-51	Exemption From Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (DEVIATION 2026-O0038) (FEB 2026)
52.222-53	Exemption From Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (DEVIATION 2026-O0038) (FEB 2026)
52.222-54	Employment Eligibility Verification (DEVIATION 2026-O0038) (FEB 2026)
52.222-55	Minimum Wage for Contractor Workers Under Executive Order 14026 (DEVIATION 2026-O0038) (FEB 2026)
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan (DEVIATION 2026-O0038) (FEB 2026)
52.222-62	Paid Sick Leave under Executive Order 13706 (DEVIATION 2026-O0038) (FEB 2026)
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements (JAN 2023) DFAR
52.223-1	Biobased Product Certification (DEVIATION 2026-O0038) (FEB 2026)
52.224-3	Privacy Training (JAN 2017) FAR
52.224-3 ALT 1	Privacy Training (JAN 2017) FAR
52.240-90	Security Prohibitions and Exclusions Representations and Certifications (DEVIATION 2026-O0038) (FEB 2026)
52.225-26	Contractors Performing Private Security Functions Outside the United States (Oct 2016) FAR
252.225-7000	Buy American—Balance of Payments Program Certificate (FEB 2024) DFARS
252.225-7001	Buy American and Balance of Payments Program (FEB 2024) DFARS
252.225-7002	Qualifying Country Sources as Subcontractors (MAR 2022) DFARS
252.225-7004	Report of Intended Performance Outside the United States and Canada—Submission after Award (JUL 2024) DFARS
252.225-7005	Identification of Expenditures in the United States (JUN 2005) DFARS
252.225-7012	Preference for Certain Domestic Commodities (APR 2022) DFARS
252.225-7017	Photovoltaic Devices (MAR 2024) DFARS
252.225-7018	Photovoltaic Devices—Certificate (MAR 2024)
252.225-7021	Trade Agreements—Basic (FEB 2024) DFARS
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside The United States (AUG 2025) DFARS
252.225-7041	Correspondence in English (JUN 1997) DFARS
252.225-7042	Authorization to Perform (APR 2003) DFARS
252.225-7963	Antiterrorism/Force Protection for Defense Contractors Outside the United States (DEVIATION 2026-O0041) (FEB 2026)
252.225-7048	Export-Controlled Items (JUN 2013) DFARS
252.225-7052	Restrictions on the Acquisition of Certain Magnets, Tantalum and Tungsten (MAY 2024) DFARS

CLAUSE NUMBER	**TITLE/DATE**
252.225-7055	Representation Regarding Business Operations with the Maduro Regime (MAY 2022) DFARS
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime (JAN 2023) DFARS
252-225-7057	Preaward Disclosure of Employment of Individuals Who Work in the People's republic of China (AUG 2022) DFARS
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China (JAN 2023) DFARS
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region–Certification. (JUN 2023) DFAR
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region. (JUN 2023) DFAR
252.225-7968	Restriction on Acquisition of Personal Protective Equipment and Certain Other Items From Non-Allied Foreign Nations (Class Deviation 2022-O0008) (MAR 2022) DFAR
252.225-7980	Contractor Personnel Performing in the United States Africa Command Area of Responsibility (Deviation 2016-O0008) (JUN 2016)
252.225-7993	Prohibition on Providing Funds to the Enemy (Deviation 2024-O0003) (JAN 2024)
252.225-7995	Contractor Personnel Performing in the United States Central Command Area of Responsibility (Deviation 2017-O0004) (SEP 2017)
52.226-6	Promoting Excess Food Donation to Nonprofit Organizations (DEVIATION 2026-O0038) (FEB 2026)
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513)
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (JAN 2023) DFARS
52.228-3	Workers' Compensation Insurance (Defense Base Act) (JUL 2014) FAR
52.228-5	Insurance -- Work on a Government Installation (JAN 1997) FAR
52.229-6	Taxes -- Foreign Fixed-Price Contracts (FEB 2013) FAR
52.229-12	Tax on Certain Foreign Procurements (DEVIATION 2026-O0038) (FEB 2026)
52.232-17	Interest (MAY 2014) FAR
52.232-33	Payment by Electronic Funds Transfer-- System for Award Management (OCT 2018) FAR
52.232-37	Multiple Payment Arrangements (MAY 1999) FAR
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports (DEC 2018) DFARS
252.232-7008	Assignment of Claims (Overseas) (JUN 1997) DFARS
252.232-7010	Levies on Contract Payments (DEC 2006) DFARS
52.233-2	Service of Protest (DEVIATION 2026-O0038) (FEB 2026)
52.233-3	Protest After Award (DEVIATION 2026-O0038) (FEB 2026)
252.233-7001	Choice of Law (Overseas) (JUN 1997) DFARS
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel (JAN 2023) DFARS
252.237-7998	Training for Contractor Personnel Interacting with Detainees. (DEVIATION 2026-O0023) (FEB 2026)
52.240-91	Security Prohibitions and Exclusions (DEVIATION 2026-O0038) (FEB 2026)
52.242-13	Bankruptcy (JUL 1995) FAR
52.242-15	Stop-Work Order (AUG. 1989) FAR
252.243-7001	Pricing of Contract Modifications (DEC 1991) DFARS
252.244-7999	Subcontracts for Commercial Products or Commercial Services. (DEVIATION 2026-O0015) (FEB 2026)
52.245-1	Government Property (SEP 2021) FAR
52.245-9	Use and Charges (APR 2012) FAR
252.245-7003	Contractor Property Management System Administration (JAN 2025) DFARS

CLAUSE NUMBER	**TITLE/DATE**
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military (OCT 2010) DFARS
52.247-29	F.o.b. Origin (FEB 2006) FAR
52.247-34	F.o.b. Destination (JAN 1991) FAR
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (DEVIATION 2026-O0038) (FEB 2026)
252.247-7023	Transportation of Supplies by Sea-Basic (OCT 2024) DFARS
52.249-8	Default (Fixed-Price Supply & Service) (APR 1984) FAR
52.208-90	Government Supply Sources(DEVIATION 2026-O0038) (FEB 2026)
252.208-7999	Ordering From Government Supply Sources (DEVIATION 2026-O0049) (MAR 2026)
52.252-6	Authorized Deviation in Clauses (NOV 2020) FAR
52.253-1	Computer Generated Forms (DEVIATION 2026-O0038) (FEB 2026)
Class Deviation 2025-O00005	Prohibition on Procurement of Paper Straws (FEB 2025)

STATEMENT OF WORK

I. INTRODUCTION

This solicitation seeks offers for Subsistence Prime Vendor support to military and other federally funded customers located throughout the Ships Area of Responsibility, Zone 4, Europe, North Africa, and West Africa; Albania, Belgium, Bosnia-Herzegovina, Bulgaria, Croatia, Cyprus, Denmark (incl. Faroe Islands), Estonia, Finland, France (incl. Corsica), Georgia, Germany, Greece (incl. Crete, & other islands), Iceland, Ireland, Israel, Italy (incl. Sicily, Sardinia, etc.), Latvia, Lebanon, Lithuania, Malta, Moldova, Monaco, Montenegro, Netherlands, North Macedonia, Norway, Poland, Portugal (incl. Azores and Madeira Islands), Romania, Serbia, Slovenia, Spain (incl Canary and Balearic Islands), Sweden, Turkey, Ukraine, United Kingdom (UK), Algeria, Angola, Benin, Cabo Verde, Cameroon, Democratic Rep of the Congo, Egypt, Equatorial Guinea, Gabon, Gambia, Ghana, Guinea, Guinea-Bissau, Ivory Coast, Liberia, Libya, Mauritania, Morocco, Namibia, Nigeria, Republic of the Congo, Sao Tome and Principe, Senegal, Sierra Leone, Togo, Tunisia, and Western Sahara (Special Zone Area). For purposes of this solicitation, currently there are **no** U.S. activities deemed as "contingency operation" as defined in Federal Acquisition Regulation (FAR) 2.101. Though accurate as of the time of the solicitation's issuance, this is subject to change depending upon numerous factors affecting the regions. As an offeror, each firm must be aware of the overall fluidity of the political, economic, security, and military climate of the regions and incorporate that into its proposal accordingly. Offerors are also advised to consult with the U.S. Department of State and other appropriate resources for the latest information on the political and security conditions for the countries supported by this solicitation.

The Defense Logistics Agency-Troop Support ("DLA-Troop Support") intends to enter into a Fixed Price Indefinite Delivery Indefinite Quantity (IDIQ) Contract, with Economic Price Adjustment (EPA) with a full line food distributor who will act as a Prime Vendor responsible for the supply and delivery of semi-perishable and perishable food items as well as Food Service Operating Supply (FSOS), and Ship Store items ("1Q aka QCOG"). The Prime Vendor must be capable of supplying all chilled products, semi-perishable food products, frozen fish, meat and poultry, other frozen foods (i.e. fruits, vegetables, prepared foods, etc.), dairy and ice cream products, fresh and frozen bakery products, beverage base and juices (for dispensers), beverages and juices (non-dispenser), fresh fruits and vegetables, non-food items, and Government Furnished Material (GFM), including but not limited to Unitized Group Rations (UGRs), Meals Ready to Eat (MREs), Health and Comfort packs (HCPs), and other operational rations items either currently in existence or to be introduced during the term of this contract.

The Prime Vendor will be required to support all authorized DLA customers located within the aforementioned Zone. This includes all port locations throughout Northern Europe, Southern Europe, Northern Africa, & Western Africa. Prime Vendor may be required to deliver to any port located within each region. As previously stated, these customers include military or other federally funded customers. Though the solicitation describes existing customers known to the Contracting Officer at the time of the solicitation's issuance, other customers, including military, Department of Defense (DoD), or non-DoD, may be added as necessary during the life of any resultant contract. The addition of said customers located within the solicitation's specified region will be at no additional cost to the Government.

The Government intends to make one award. The contract shall be for a term of 60 months, with three separate pricing tiers. The first tier shall be for a 24-month period (inclusive of an up to 180-day ramp-up period). The second tier shall be an 18-month performance period immediately following the first tier. The third and final tier will be an additional 18-month performance period directly following the second tier.

The prices for all aspects of performance detailed in the Statement of Work (SOW) below must be included in the offeror's fixed Distribution Price(s). Offerors are reminded that fixed-price type

contracts place the maximum risk and responsibility for all costs and resulting profit or loss on the Prime Vendor. Although different Distribution Price(s) may be offered for each tiered period. Distribution Price(s) will remain fixed for each pricing tier. An offeror's failure to consider the full cost of performance and/or the risks of performing in this region will not serve as a basis to adjust Distribution Prices(s). As detailed below, Product Prices are distinct from the aforementioned Distribution Prices and therefore should not be included in any way in the latter.

Notes:

- The term "Ordering Facilities" or "Ordering Activities," as used interchangeably throughout this solicitation, will refer to all of the delivery points under this solicitation.
- The terms "contractor" and "Prime Vendor" are used interchangeably throughout this Statement of Work.
- The terms "purchase order" and "delivery order" are used interchangeably throughout this Statement of Work.
- Prices are to be submitted in an offeror's proposal, and payment will be made for performance under any resultant contract, in U.S. dollars.
- The terms "Ships" or "Afloat," as used throughout this solicitation, will be used interchangeably.

II. ESTIMATED VALUE/GUARANTEED MINIMUM/MAXIMUM QUANITY

The estimated dollar value of this solicitation is $300,000,000.00, inclusive of all tiered pricing periods. The maximum dollar value will be $900,000,000.00 (300%) inclusive of all tiered pricing periods and surge requirements. The guaranteed minimum for the entire contract will be ten percent (10%) of the estimated dollar value, which equates to $30,000,000.00. The Government's legal obligation under this contract shall only be for the guaranteed minimum for zone 4 ($30,000,000.00) and shall be satisfied once purchases for that amount have been made. Estimated dollar values are provided for each zone for convenience only and are only estimates.

Total estimated dollar value for Zone 4:	$300,000,000.00
Est. Sales for Tier 1 - 24 Month Period (Incl 180-day Implementation Period):	$120,000,000.00
Est. Sale for Tier 2 – 18 Month Period	$90,000,000.00
Est. Sales for Tier 3 – 18 Month Period	$90,000,000.00

III. CONTRACT IMPLEMENTATION PHASE / TRANSITION PLAN

The contract implementation phase is defined as the ramp-up and/or ramp down period which begins immediately after award and ends within 180 days. If implementation ends prior to the 180-day implementation period, it will be directed by the Contracting Officer.

A. CONTRACT IMPLEMENTATION PHASE (RAMP UP)

1. In the event that a contract is awarded pursuant to this solicitation to the incumbent Prime Vendor, the contract implementation phase will be utilized to establish fully functional catalogs in accordance with the terms and conditions of the new contract. The following terms shall apply:

i. Within 180 days after award, the incumbent Prime Vendor shall be fully prepared to support all customers under the terms and conditions of the new contract. New and fully functional catalogs must be established during this time.

ii. The incumbent Prime Vendor shall first use existing inventory that is stored at its facility or in the pipeline prior to using inventory purchased under the terms of the new contract, if those items are included on the new contract. Any such items owned by the awarded incumbent

prime vendor shall be placed on the new catalog(s) at the Product Price as defined by the prior contract and the Distribution Price as defined by the new contract. The incumbent Prime Vendor shall use the existing product before new product is ordered.

iii. New product that is ordered during the implementation phase shall only be ordered to replenish old product or to bring in new items requested and approved by the Contracting Officer. This product must be ordered and cataloged at the Product Price defined by the new contract.

iv. Product Prices shall be updated on the new catalog(s) in accordance with the terms and conditions of the new contract.

2. In the event that a contract is awarded pursuant to this solicitation to a firm other than the incumbent Prime Vendor, the contract implementation phase will be utilized to ramp-up the new Prime Vendor and ramp-down the incumbent. Ramp-up/down planning shall begin immediately after award. The ramp up/down process is expected to be completed within six (6) months after award. The following terms shall apply:

i. Within fifteen (15) days after the incumbent Prime Vendor(s) is notified that it has not received the contract awarded pursuant to this solicitation, the incumbent Prime Vendor(s) is expected to submit a proposed ramp-down schedule to the Contracting Officer. Upon receipt and after review and discussion, the Contracting Officer intends to provide the new Prime Vendor with the incumbent Prime Vendor's weekly Supply Chain Fitness Reports to aid forecasting levels and begin the ramp-up phase. This information will be provided to the new Prime Vendor for informational purposes only, and with no guarantees of demand, accuracy, or otherwise. The new Prime Vendor will remain responsible for making its own demand planning and procurement decisions during contract implementation at its own risk and cost.

ii. It is estimated, although not guaranteed, that the incumbent Prime Vendor(s) may remain the principal source of food and non-food supplies for the 180-day implementation phase.

iii. The incumbent Prime Vendor(s) may have stocked product available for sale to the new Prime Vendor. If available, the new Prime Vendor is required to procure a total of four (4) months of product, on a per line-item basis, if offered for sale from the incumbent Prime Vendor(s) from its inventory under the previous contract(s). Any such sale shall be in accordance with the following terms and conditions. The sale of any additional product, in excess of the four (4) months, must be agreed upon between the incumbent Prime Vendor(s) and the new Prime Vendor and will be considered a commercial agreement separate from the requirements of the contract resulting from this solicitation.

3. In accordance with the average demand history for each item, quantities sold to the new Prime Vendor will be a minimum of four (4) months of stock (where available). The four (4) month stock level will be based on the Average Monthly Demand (AMD) of the Prime Vendor(s) transitioning out of performance. This will be calculated by taking the total of the immediately prior 52 weeks of demand, on a per line item basis per incumbent Prime Vendor, and dividing it by 12 to arrive at the AMD for one (1) month per line item. This will then be multiplied by four (4) to arrive at the demand per line item for four (4) months. For any line item with less than 52 weeks of demand data available, the demand data available will be divided by the number of months the product(s) was ordered. If there was demand throughout a period prior to transition and only certain months had zero "0" demand, those months after initial ordering will still be included in the AMD calculation. The demand information for the 52 weeks, or lesser period of time for more newly added items, will be pulled from the incumbent Prime Vendor(s) Supply Chain Fitness Report(s) (SCFR). The AMD for each line item will be based on the SCFR(s), that covers the specific areas to be supported under the new contract(s) for each Zone resulting from this solicitation. Note that the SCFR(s) provided may be from one or more incumbent Prime Vendor(s) and are intended to be the reports issued the week in which the new

contract is awarded to the new Prime Vendor. If a different period is needed to determine what constitutes a four (4) month stock level, it will be determined by the Contracting Officer, at his/her sole discretion.

4. Products shall be sold to the new Prime Vendor at the Product Price, not inclusive of distribution or other transportation fees. The new Prime Vendor shall request and obtain supporting invoice documentation from the incumbent Prime Vendor(s) for all items purchased for traceability and price verification purposes. Any other charges by the incumbent Prime Vendor(s) will be billed to the new Prime Vendor separately from the Product Price and shall not be included in the new Prime Vendor's catalog pricing or otherwise reimbursed by the Government.

NOTE: The new Prime Vendor is required to purchase four (4) months of stock, on a per line-item basis, from the prime vendor proportionately based on the incumbent prime vendor's SCFRs. As stated above, the total purchase must equal four (4) months.

The new Prime Vendor is required to purchase four (4) months of stock, if available from the incumbent prime vendor.

5. The new Prime Vendor shall inspect all products prior to accepting the product into its warehouse. Product that fails to meet minimum contractual requirements (i.e. proper storage, shelf life remaining, etc.); product that does not have sufficient anticipated demand under the new contract; and/or product that is sourced from Outside the Contiguous United States (OCONUS) with insufficient shelf life (i.e. fresh fruits and vegetables, fresh dairy, fresh bread etc.), may be excluded from the transaction. The new Prime Vendor will be responsible for determining whether the product meets minimum contractual requirements.

6. Once the new Prime Vendor and the incumbent Prime Vendor(s) have agreed upon the products that will be purchased per the considerations provided herein, the incumbent Prime Vendor(s) shall deliver those products to the new Prime Vendor's warehouse facility for inspection and acceptance. A detailed list of all items included in this sale shall be provided to the Contracting Officer to include the product name, stock number, quantity sold, product price, etc.

7. The new Prime Vendor shall distribute the products purchased from the incumbent Prime Vendor in accordance with the Product Quality and Quality Program requirements contained within the "QUALITY CONTROL, QUALITY ASSURANCE AND INSPECTIONS" section of this Statement of Work.

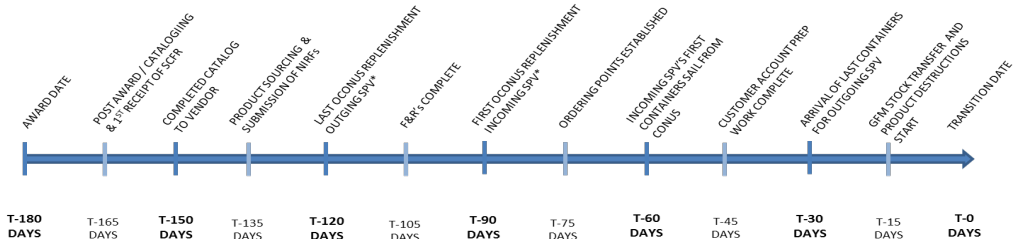
8. All products purchased by the new Prime Vendor at the "Product Price" as defined by the TS16-26 Economic Price Adjustment – Actual Material Costs for DLA Troop Support Subsistence Product Price Business Model (JUN 2017) language shall be used to establish fully functional catalogs under the new contract and provide initial support to the customers under the terms and conditions of the new contract. See below section titled "Prime Vendor 832 Catalogs."

9. The new Prime Vendor will only be entitled to 50% of its standard distribution price for product purchased from the incumbent Prime Vendor in accordance with this section and ultimately delivered to customers under the resulting contract. The incumbent Prime Vendor will not be paid by the Government for any product that remains unpurchased. Furthermore, the incumbent Prime Vendor will be entitled to 50% of its standard distribution price for the product purchased by the new Prime Vendor in accordance with Section III(A)(2)(iii) of this solicitation.

10. All GFM (Government Furnished Material), that meets minimum contractual requirements shall be delivered by the incumbent Prime Vendor to the new Prime Vendor's warehouse(s). GFM product shall be cataloged by the new Prime Vendor at a $0 product price and the applicable distribution price for GFM in accordance with this section and ultimately delivered to customers under the resulting contract.

11. It is the Government's intent to have all orders placed and delivered under the new contract six (6) months after award, however, the Government reserves the right to phase in customer ordering points when it is in the best interest of the Government.

Sample Implementation Timeline



NOTE: The implementation timeline begins on the contract award date and ends six (6) months thereafter. If a stop work order is issued during the implementation, the Prime Vendor will be required to stop work and will not be able to perform unless the stop work order is rescinded. If the stop work order is rescinded, the Prime Vendor will resume the implementation schedule from the date that the stop work order was issued. The six (6) month implementation period will not re-start from the beginning. For example:

Contract Award Date:	January 5, 2027
Stop Work Order Issued:	February 5, 2027
Stop Work Order Rescinded:	March 5, 2027
Implementation Timeline:	January 5, 2027 – February 5, 2027 and March 5, 2027 – August 5, 2027

B. CONTRACT TRANSITION OUT (RAMP DOWN)

1. As part of this contract, the Prime Vendor will be required to participate in a contract ramp-down/transition out. DLA Troop Support anticipates that a follow-on contract will be awarded at least 180 days before the expiration of this contract to allow for a coordinated ramp-down of the existing Prime Vendor and ramp-up of the follow-on Prime Vendor. The Prime Vendor will be required to coordinate all aspects of its ramp-down with the Contracting Officer and provide a ramp-down schedule, if requested.

2. During this ramp-down/transition out period, the Prime Vendor shall continue replenishment of all items to allow for sufficient stock on-hand and in the pipeline to support the customer requirements at that time. The Prime Vendor shall submit Total Asset Visibility Reports and/or other supply chain information on a weekly basis to the Contracting Officer, or in the frequency otherwise requested. The Prime Vendor consents to the disclosure of this information to the follow-on contractor. The Prime Vendor may be required to sell the OCONUS inventory to the new contractor at the conclusion of the performance period. The Prime Vendor will be responsible for disposing of its remaining residual stock that is not ultimately purchased by the follow-on contractor. The Prime Vendor is responsible for all costs associated with that residual product, including disposal costs (i.e. product price, distribution price, etc.).

3. DLA Troop Support anticipates that the Prime Vendor will remain the principal source of food and non-food supplies for the first several months of any follow-on contract's implementation phase. During this period, the Prime Vendor shall maintain its contractually required fill-rate. Notwithstanding other provisions in the contract, performance failure during the follow-on contract implementation phase, just as during other periods of performance, may result in termination for cause and/or the Prime Vendor receiving administrative admonishment via negative past performance ratings in the Contract Performance Assessment Reporting System (CPARS) record, and/or any other remedy available to the Government.

IV. PRODUCT SOURCING AND PRICING

A. PRICE DEFINITIONS AND PROVISIONS

TS16-26 ECONOMIC PRICE ADJUSTMENT – ACTUAL MATERIAL COSTS FOR SUBSISTENCE PRODUCT PRICE BUSINESS MODEL (JUNE 2017)

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

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

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

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

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

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

(3) "Product Price" is the most recent DLA Troop Support MPA price or the most recent manufacturer, grower or private label holder commercial price per unit to the Contractor, exclusive of standard freight.

(i) Exceptions:

(A) Fresh fruits and vegetables ("FF&V"):

(1) The product is listed in the distribution category for prime vendor fresh fruits and vegetables (FF&V))[10]; and

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

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

(B) A contiguous United States ("CONUS") based manufacturer, grower or private label holder's product pricing which is a national price inclusive of transportation costs to a Distribution Point shall be supported by documentation and may be considered by the Government on a case by case basis, upon concurrence of the Contracting Officer.

NOTE: National Price is further clarified as a contiguous United States (CONUS) based manufacturer, grower or private label holder's product price which is inclusive of transportation costs to a Distribution Point and for which is not available to any customer at FOB Point of Origin pricing which excludes transportation costs. **Categories 1A through 5A are National Price categories**. For each performance tier, all subcategory Distribution Prices (1A, 2A, 3A, 4A, and 5A) **MUST** be lower than their corresponding Distribution Price category (1, 2, 3, 4, and 5)).

(C) Mandatory source items: The Product Price shall be limited to the nonprofit agency's price for product as set in accordance with applicable law. The Product Price shall be based on f.o.b. origin/nonprofit agency. (Prices set in accordance with applicable law (f.o.b. origin/nonprofit agency.).

(D) Prime vendor table displays/decorations only: For products listed in category [*N/A*] prime vendor table displays/decorations only, the product price shall be based on f.o.b. origin/point of the manufacturer's distributor because the manufacturer will not sell directly to the prime vendor. This exception must be approved by the Contracting Officer on a case by case basis. Supporting documentation is required.

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

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

(5) "Distribution Price(s)" means the firm fixed price portion of the Contract unit price, offered as a dollar amount per unit of measure, rounded up or down to the nearest cent. The Distribution Price is the only method for the Contractor to bill the Government for all aspects of contract performance other than Product Price, including but not limited to, the performance requirements of this Statement of Work (SOW). Product Price is distinct from and not to be included in the Distribution Price. The Distribution Price may be further segregated into pricing segments covering discrete, solicitation-specific performance requirements.

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

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

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

(c) Price adjustments:

(1) General:

(i) All contract unit prices shall be fixed and remain unchanged until changed pursuant to this EPA language or other applicable provision of the contract. Only the product price component of the Contract unit price is subject to adjustment under this EPA language. After the first ordering month, if the Contractor's product price changes for any or all contract unit prices, the Contract unit price shall be changed in the next month's ordering catalog upon the Contractor's request, submitted in accordance with paragraph iii below, by the same dollar amount of the change in the Product price, subject to the limitations in paragraph (d). The price

change shall be effective at the beginning of the next ordering month. All ordering catalog unit prices computed in accordance with this EPA language and in effect when an order is placed shall remain in effect for that order through delivery. DLA Troop Support will be charged the Contract unit price in effect at the time of each order regardless of any changes in the unit price occurring in any subsequent ordering month.

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

For example, if there are 40% of invoices at $5.70 from Supplier A, 30% of invoices at $5.90 from Supplier B, 30% of invoices at $6.30 from Supplier C, the Product Price will be $5.94

Supplier A –	40% x $5.70 = $2.28
Supplier B –	30% x $5.90 = $1.77
Supplier C –	30% x $6.30 = $1.89
Product Price =	$5.94

(iii) Updates to the Product Price: All notices and requests for new item Product Prices and price changes shall be submitted monthly, no later than 12:00 pm local Philadelphia, Pennsylvania, United States (U.S.) time one week prior to the first day of the next ordering month, to be effective in the next ordering month's catalog prices. The Product Price shall have any and all product allowance subtractions made prior to presenting the Product Price to DLA Troop Support. The Contractor shall notify the Contracting Officer of its notice/request in the form of an electronic data interchange (EDI) 832 transaction set. The change notice shall include the Contractor's adjustment in the Product Price component of the applicable Contract unit price. Upon the Contracting Officer's acceptance of such electronic data interchange (EDI) 832 price changes in accordance with (v) below, the price change transaction sets will post in the next month's ordering catalog and each Contract unit price shall be changed by the same dollar amount of the change in the Product Price in the next month's ordering catalog.

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

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

(vi) Should the Contracting Officer determine that, or question whether, a price change request contained an erroneous unit price or price change, or cannot otherwise determine

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

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

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

(i) Supplies for which the Product Price is not affected by such changes;
(ii) Changes in the quantities of material; and
(iii) Increases in unit prices that the Contracting Officer determines are computed incorrectly (i.e. not adhering to the Contract unit price definition in this EPA language) and/or increases in unit prices that the Contracting Officer determines are not fair and reasonable.

(d) Upward ceiling on economic price adjustment: The aggregate of contract product price increases for each item under this EPA language during the contract period inclusive of any option period(s) or tiered pricing period(s) shall not exceed 30% for non-fresh fruits and vegetables and 120% for fresh fruits and vegetables (FF&V) of the initial Contract product price, except as provided below:

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

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

unit price, the Contractor shall submit the EDI 832 price change. The price change shall be posted for the following month's ordering catalog.

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

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

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

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

B. DISTRIBUTION CATEGORIES

1. The supplies and services to be procured and/or performed under this contract have been broken down into 36 distribution categories (categories 1 through 45 and subcategories 1A, 2A, 3A, 4A, and 5A).

2. At no time during the life of this contract(s), will additional money be paid for transportation, customs, certificates, etc. The offered Distribution Prices must cover all costs associated with deliveries to all customers covered by this solicitation and resultant contract(s) (includes the Countries in Zone 1, 2, and 3 for Northern & Southern Europe, Northern Africa, & Western Africa).

3. No substitutions, deletions, or additions to the categories or units of measure indicated above are authorized. However, if any offeror feels that a substantial category has been omitted, the offeror must bring it to the attention of the Contracting Officer at least 15 days BEFORE the solicitation's closing date. A determination will be made at that time whether or not to add the category via an amendment to the solicitation.

4. All Offerors are required to submit Distribution Prices for each category below, for Tiers 1, 2 and 3.

(See Distribution Worksheet included in Attachment 1).

NOTE: The Distribution Price category numbers below are sequential, but category numbers are intentionally skipped.

Distribution Categories for Zone 4

Distribution Category Number	Distribution Category Description	Unit of Measure (UOM)
1	**CONUS DRY CS**	**CS**
1A	**CONUS DRY CS (For Product Price Exceptions B, C, D, or E)**	**CS**
2	**CONUS DRY CO (UOM for EA = 1 CO)**	**EA**
2A	**CONUS DRY CO (For Product Price Exceptions B, C, D, or E) (UOM for EA = 1 CO)**	**EA**
3	**CONUS FZN CS**	**CS**
3A	**CONUS FZN CS (For Product Price Exceptions B, C, D, or E)**	**CS**

4	**CONUS FZN LB**	**LB**
4A	**CONUS FZN LB (For Product Price Exceptions B, C, D, or E)**	**LB**
5	**CONUS CHILLED CS**	**CS**
5A	**CONUS CHILLED CS (For Product Price Exceptions B, C, D, or E)**	**CS**
6	**OCONUS DRY CS**	**CS**
7	**OCONUS FZN CS**	**CS**
8	**OCONUS CHILLED CS**	**CS**
9	**OCONUS CHILLED OR FZN LB**	**LB**
10	**OCONUS FF&V LB (For Product Price Exception A)**	**LB**
11	**OCONUS Water CS (Potable - Bottled)**	**CS**
12	**Disposal. This category includes all costs associated with Disposal, to include but not limited to Handling and Transportation. This category will not be combined with any other Distribution Price Category. Approved at the Contracting Officer's Discretion.**	**CS**
13	**Restocking Price for Orders Over $10K. (Approved at the Contracting Officer's Discretion) when Orders are not cancelled in accordance with the cancellation policy. This category includes all costs associated with restocking, to include but not limited to transportation, customs and handling. This category will not be combined with any other Distribution Price Category.**	**CS**
19	**OCONUS DRY EA**	**LB**
23	**Wet Ice (Potable) LB**	**LB**
24	**Food Service Operating Supplies (FSOS) (Non-Food) CS**	**CS**
25	**Food Service Operating Supplies (FSOS) (Non-Food) EA**	**EA**
26	**Toiletries, Health/Comfort Items and Film CS**	**CS**
27	**GFM Inspection, Storage, Rework, Relabel, Distribution, Dry (Single Case/Box) CS**	**CS**
28	**GFM Inspection, Storage, Rework, Relabel, Distribution, Dry (2 Cases per Module) EA = 2 cases**	**EA**
29	**GFM Inspection, Storage, Rework, Relabel, Distribution, Dry (3Cases per Module) EA = 3 cases**	**EA**
30	**GFM Inspection, Storage, Rework, Relabel, Distribution, FZN CS**	**CS**
34	**Emergency Orders > 5 per month (Approved at the Contracting Officer's Discretion) (UOM of EA = one (1) Emergency STORES Purchase Order)**	**EA**
35	**Dry Ice LB**	**LB**
36	**Dry Pallet Tri-Wall for Airlift EA**	**EA**
37	**Chilled/Frozen Pallet Tri-Wall for Airlift EA**	**EA**
38	**Handling of Prime Vendor (PV) Owned Product for Cross Leveling between Prime Vendor Platforms via TRANSCOM Tender or Military Airlift (MILAIR) direct to the customer. Distribution Price Categories 1-26 may be applied if the PV**	**CS**

	is required to move product from an airport or military flight line. Approved at the Contracting Officer's Discretion.	
39	**Perishable Airlift Price per LB based on the Net Case Weight of the product only. Includes all costs associated with airlift and delivery direct to the end use customer locations including Ports. Costs include but not limited to Tri-Walls and Wet/Dry Ice, Transportation, Handling and Customs clearance. Intended for OCONUS airlift of perishable items, e.g. Local Market Ready (LMR) in accordance with the Contractual Leadtime. (No additional Distribution Price will be applied to items in this category). Approved at the Contracting Officer Discretion.**	**LB**
40	**Semi-Perishable Airlift Cost per LB based on the Net Case Weight of the product only. Includes all costs associated with airlift and delivery direct to the end use customer locations including Ports. Costs include but not limited to Tri-Walls and Wet/Dry Ice, Transportation, Handling and Customs clearance. Intended for OCONUS airlift of semi-perishable items in accordance with the Contractual Leadtime. (No additional Distribution Price will be applied to items in this category). Approved at the Contracting Officer Discretion.**	**LB**
44	**Perishable Airlift Price per LB based on the Net Case Weight of the product only. This Distribution Price includes all costs associated with airlift to include but not limited to Tri-Walls, Wet/Dry Ice, Handling and Customs clearance. Intended for Prime Vendor funded CONUS to In-Theater airlifts of various perishable items as authorized by the Contracting Officer. Intended for CONUS airlifts to a PV warehouse. Distribution Price Categories 1 through 26, as applicable, will paid at time of order/delivery of product.**	**LB**
45	**Semi-Perishable Airlift Price per LB based on the Net Case Weight of the product only. This Distribution Price includes all costs associated with airlift to include but not limited to Handling and Customs Clearance. Intended for Prime Vendor funded CONUS to In-Theater airlifts of various semi-perishable items as authorized by the Contracting Officer. Intended for CONUS airlifts to a PV warehouse. Distribution Price Categories 1 through 26, as applicable, will be paid at time of order/delivery of product.**	**LB**

5. Distribution Price Category 39, 40, 44, & 45 are intended for regularly scheduled airlifts of perishable and semi-perishable item respectively. The frequency of these airlifts will be determined by the customers' requirements and may occur weekly, bi-weekly or monthly based on their need. The Contracting Officer will make the determination of when the airlifts become regular for a prolonged period after 60 Days or longer based on available information. The Contracting Officer will reassess the situation as needed, to determine if regular airlifts are still necessary.

Distribution Price Categories 39, 40, 44, & 45 MUST include the cost of ground transportation (non-DTS) from the PV Platform or airfield to the end use customer.

Distribution Price Categories 1 thru 11, 19, and, 23 through 30 will be used for deliveries made via ground transportation to the end use customer.

Distribution Price Category 38 may be combined with Distribution Price Categories 39 and/or 40 at the Contracting Officer's discretion.

Distribution prices for commercial air movement (distribution categories 39, 40, 44 & 45) shall be offered per pound, inclusive of all tri-walls, and wet and/or dry ice. The per pound price will be paid to the Prime Vendor based on the net case weight of the product ordered and delivered, exclusive of product packaging, and not the gross weight of the product with packaging or gross weight of the material airlifted. Additionally, for the purposes of calculating net weight of items measured in fluid ounces, the weight of a fluid ounce will be considered the same as the weight of a dry ounce. This must be considered in the offered price.

6. Once the contract has been awarded and for the duration of the five (5) year period, should there be a change in pack size for an item, the contractor must notify the Contracting Officer. As a change in pack size is considered to be a "New Item", the Prime Vendor must follow the procedures for New items outlined in this solicitation. For reductions in overall case size a new subcategory will be established within that Category (e.g., subcategory 1B) and the Distribution Price will be adjusted downward proportionally based on the total overall case weight, with no further negotiation. There will be no upward adjustment for increased pack sizes. Two examples are provided below:

- An item in Category 1 (CONUS Dry) changes from 24/12 oz cans to 12/12 oz cans, the Distribution Price would change from $6.00 per case for 288 total oz to $3.00 per case for 144 total oz. Category 1B; CONUS Dry would be added for $3.00 with a UOM of CS.
- An item in Category 1 (CONUS Dry) changes from 24/12 oz cans to 12/16 oz cans, the Distribution Price would change from $6.00 per case for 288 total oz to $4.00 per case for 192 total oz. Category 1B; CONUS Dry would be added for $4.00 with a UOM of CS.

7. At no time during the life of this resulting contract will additional money be paid for transportation, customs, certificates, etc. The offered Distribution Prices must cover all costs associated with deliveries to any customer in this solicitation.

C. DOMESTIC ITEM PREFERENCE

1. In accordance with United States Government's policy to acquire domestic end products for use outside the United States (see DFARS 225.7501) the Government's preference under this solicitation remains for domestic product. All offerors, as well as the resulting Prime Vendor, must certify at the time of proposal or contract performance the offering of all non-domestic end products. The certification must be made in the Buy American Act – Balance of Payments Program Certificate – Basic (DFARS 252.225-7000 FEB 2024) which is located herein.

2. The source restrictions of the Berry Amendment, 10 U.S.C. 4862a as implemented in DFARS Part 225.70 and DFARS Clause 252.225-7012 and included in this solicitation, are applicable to the procurement of food items. In general, the Berry Amendment requires that food items procured and delivered under this contract be grown, manufactured, reprocessed, or produced in the United States. Several exceptions to that requirement may apply to performance under this contract. One such exception, the "perishable foods" exception, can be found at DFARS 225.7002-2(e). That exception permits the delivery of perishable foods (i.e. fresh fruits and

vegetables (FF&V), fresh milk, fresh bread, etc.) that are not sourced from the United States. This exception applies to deliveries to customers throughout the region outlined in this solicitation. As such, this solicitation includes requirements for local market ready items, i.e. locally sourced FF&V, fresh milk, fresh bread, etc. The Prime Vendor must be able to locally source, purchase and/or perform deliveries for highly perishable products. A second applicable exception, referred to as the "contingency operation" exception, may apply to certain customers outlined in this solicitation. With that designation, deliveries of all non-domestic food items, not just perishable items, are permitted. This exception is subject to change based on changes to contingency operation designations. At this time there are no known contingency operation designations for the areas outlined in this solicitation, however, designations may change throughout the life of this contract. Please note that even with these exceptions, it is still the Government's preference to provide domestic items to the maximum extent possible. Please propose accordingly.

3. The Prime Vendor shall request approval, in writing, from the Contracting Officer prior to adding any non-domestic items to the ordering catalogs. The Prime Vendor must submit pricing information for the foreign product and its domestic equivalent so that the government can perform an analysis in keeping with the Balance of Payments Program. Non-domestic items will not be added to the catalog without the prior approval of the Contracting Officer. Note: As discussed above, local market ready items that are required to be purchased from local OCONUS approved sources are excluded from this domestic item preference.

4. In some instances, the Contracting Officer may direct the Prime Vendor to source a domestic equivalent item locally at no additional cost to the Government. In this case, the associated OCONUS Distribution Price Category 6 through 11 will apply.

D. LOCAL MARKET READY ITEMS:

1. The Prime Vendor must have the ability to procure and perform delivery of the local market ready (LMR) items (e.g. FF&V, fresh dairy, fresh juice, beverages, water and fresh baked product) from local approved sources within areas outlined in this solicitation.

2. Based on customer requirements reflected during cataloging, the Prime Vendor will select LMR vendors when required from the listing of Sanitarily Approved Establishments and/or the Worldwide Directory of Sanitarily Approved Establishments for Armed Forces Procurement listing. Africa and CENTCOM have separate listings and requirements, it is the Prime Vendors responsibility to ensure they are purchasing LMR items in accordance with Army Veterinary Service. If no LMR vendor is identified for a particular requirement, the Prime Vendor shall identify and request United States Army Public Health Center (USAPHC) inspection for its designated local source. Vendor inspections are conducted in coordination with USAPHC procedures. The Prime Vendor shall verify that its vendors are approved on the aforementioned listings. All LMR items will be inspected for quality upon receipt by the customer.

3. During the life of the contract, the Prime Vendor will be required to purchase LMR items; the Distribution Price Category Worksheets include tabs for the offeror to identify pricing with LMR items.

4. Estimated local market ready items and their usage quantities are identified in the schedule of items and are included in the total estimated annual sales dollar values.

E. BRAND NAME ITEMS

1. Based on the ordering habits of the customers listed in this solicitation, the current Market Basket includes numerous Brand Name items. These are items which customers have expressed a preference for and shall be included in the catalog at the customer's request after review by the Contracting Officer. This does not preclude future catalog changes during the life

of the contract to add competing products based on added value to the customer. Changes or additions in brand name products must be approved and authorized by the customer as well as the Contracting Officer.

2. Contractors are required to submit pricing on the specific Brand Name items listed in the Market Basket, where applicable.

F. NATIONAL CONTRACTS

During the performance of this contract, DLA Troop Support may issue Indefinite Delivery Type Contracts (IDTCs) for specific food items to be sourced, cataloged and delivered by the Prime Vendor as part of their normal inventory. The Prime Vendor will be required to obtain the specific products identified in the IDTCs from the sources identified by the Government. The price charged by the Prime Vendor to the ordering activity will not exceed that cited in the IDTC, plus the Prime Vendor's applicable distribution price. At the time of award, and at other times when applicable, DLA Troop Support will provide the Prime Vendor with a list of all IDTCs awarded and their respective terms and conditions. The Prime Vendor shall have 30 days to implement the terms and conditions of the awarded IDTCs; when the item is new, the new item lead time (refer to the Delivery, Title, Orders, and Order Fill Rates section) will apply; replacement items will be phased in according to the Prime Vendor's supply chain. Although the Prime Vendor must utilize the National Contracts for items approved by the customers, there are times when the Prime Vendor may need to purchase alternate products. These instances will be reviewed on a case by case basis and must be approved by the Contracting Officer.

G. DLA TROOP SUPPORT MANUFACTURER'S PRICING AGREEMENT PROGRAM:

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

2. The list of MPA holders, the specific items under agreement, and the fixed product prices for those items will be provided during contract implementation (ramp-up/ramp-down).

3. The Prime Vendor will be required to establish commercial agreements with the MPA holders for all MPA items cited for cataloging during the ramp-up phase of the contract.

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

5. It is anticipated that MPA prices will remain fixed for a minimum of 30 days and a maximum of six (6) months. Updated MPA listing will be issued to the Prime Vendor monthly via e-mail. The new MPA product prices shall be updated on the contractor catalog during the scheduled catalog update that immediately follows receipt of the new product into the Prime Vendor's inventory.

6. Information on the DLA Troop Support MPA Program is located at the following website: https://www.dla.mil/Troop-Support/Subsistence/Food-Services/MPA-NAPA/

H. MANDATORY ITEMS (MANDATORY FOOD AND NON-FOOD ITEMS)

1. The website for general information on Mandatory Food and Non-Food Items is: https://www.dla.mil/Troop-Support/Subsistence/Food-Services/AbilityOne/.

2. Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from nonprofit agencies participating in the program operated by the Committee for Purchase from People Who Are Blind or Severely Disabled (the Committee) under the AbilityOne Program, formerly known as Javits-Wagner-O'Day Act (JWOD) (41 U.S.C. 46- 48c).

3. The mandatory products are required to be purchased from the Non-Profit Agency manufacturers listed on the website identified above. The listing of required mandatory products and Non-Profit Agency manufacturers are subject to change when directed by the Committee. The Prime Vendor is required to expeditiously catalog the mandatory products and remove any commercial equivalent product with "essentially the same" product characteristics which are referenced below in bullet number 15. If the removal and replacement will take longer than 30 days after notification by the Contracting Officer, the approval of the Contracting Officer must be obtained for the extension.

4. Any other commercial equivalent product with "essentially the same" product characteristics cannot be sold to the DLA Troop Support customers under this contract.

5. The Prime Vendor must ensure that, at a minimum, 60 days stock of mandatory products are on-hand to satisfy anticipated customer demand taking into account lead times for delivery from the designated mandatory source to the Prime Vendor. If the Prime Vendor is notified that any of the below products are not available from the designated mandatory source, the Prime Vendor must notify the Contracting Officer immediately.

6. The Prime Vendor is not authorized to submit catalog changes containing other commercial equivalent products with "essentially the same" product characteristics as the identified mandatory items.

7. If the Prime Vendor is requested to carry other commercially equivalent products with "essentially the same" product characteristics but with a unique packaging requirement that is not currently provided by the mandatory source, the Prime Vendor must notify the mandatory source and the Contracting Officer in order to provide the designated mandatory source with the opportunity to satisfy the unique packaging requirement being requested. Included in the Prime Vendor's notification to the designated mandatory source and Contracting Officer, must be the customer's justification for the unique packaging requirement.

8. Price and delivery information for the mandatory products are available directly from the Designated Sources listed on the aforementioned website. Payments shall be made directly to the Designated Source making delivery. The current procurement list F.O.B. Origin prices as established by the Committee for Purchase are included on the website for the food and non-food products. NOTE: Mandatory Non-Food items are available for purchase from designated wholesalers / distributors, however, the pricing may be different from the published MPL List. The Prime Vendor will be paid the MPL List product price.

9. To allow the proper flow of order and billing information through the DoD ordering, financial, and other operating systems, stock numbers have been assigned for individual containers where necessary to permit the sale of individual containers in lieu of case quantities.

10. All changes to the DLA Troop Support Subsistence Prime Vendor Ability One Mandatory Product List (MPL) will be made on the DLA Troop Support Subsistence Ability One webpage.

11. The DLA Troop Support Subsistence Prime Vendor Ability One MPL webpages will be updated for the following changes in: prices, ordering information, contractor locations, items

(additions and deletions), Ability One approved contractors, and purchase exceptions.

12. The Prime Vendor will be notified via e-mail. The e-mail notification will identify the changes to the MPL and alert the Prime Vendor to check the DLA Troop Support Subsistence Ability One Program webpage. Additionally, changes to the MPL will be bolded for easy identification. The Prime Vendor shall confirm receipt of this e-mail notification.

13. In certain circumstances, there may be a delay in posting and/or email notification to the Prime Vendor. When this occurs, an MPL provider may issue the Prime Vendor a notification letter from the AbilityOne Commission, included on AbilityOne Commission Letterhead, as proof of an applicable price or other change. The Prime Vendor shall treat such notification from the AbilityOne Commission as if the notification had been provided by DLA Troop Support.

14. Any other commercial equivalent product with "essentially the same" product characteristics cannot be sold to DLA Troop Support customers under this contract. The Prime Vendor is not authorized to submit catalog changes containing other commercial equivalent products with "essentially the same" product characteristics as those items on the MPL.

15. The following criteria should be used in determining if a commercial product is "essentially the same" as an Ability One MPL item:

i. It has effectively the same form, fit and function.
ii. The Ability One and commercial products may be used for the same purpose.
iii. The Ability One and commercial products are relatively the same size and a change in size will not affect the use or performance.
iv. The appearance, color, texture, or other characteristic of the Ability One product and commercial product are not significantly different from one another

16. The only potential exception to this requirement is identified as follows; If the Prime Vendor is requested to carry items commercially equivalent to MPL items but with unique packaging requirements provided by the supplier but not currently provided by the MPL source, the Prime Vendor must notify the Contracting Officer. The Contracting Officer will notify the Subsistence Ability One Team.

17. Payments shall be made directly to the MPL designated source.

18. Compliance Reports are issued for each active Prime Vendor catalog. The monthly MPL Compliance Reports are sent to the Prime Vendor for its catalogs and to the administering Contracting Officer. These reports are to be reviewed to ensure active catalogs include the MPL items. The Prime Vendor will be notified of non-compliances.

I. NATIONAL ALLOWANCE PROGRAM AGREEMENT (NAPA)

1. Definitions:

i. Agreement Holder: The supplier or manufacturer that has agreed to offer discounts to DLA Troop Support on product under DLA Troop Support Subsistence Prime MPL Vendor contracts.

ii. National Allowance Program: The program implemented by DLA Troop Support to maximize the leverage of DLA Troop Support's buying power and reduce the overall Product Price under contracts to the customers of DLA Troop Support.

iii. National Allowance Program Agreements (NAPAs): The agreements between DLA Troop Support and suppliers/manufacturers that identify product category allowances. These allowances or discounts apply only to the product/invoice price of the product. The NAPA does not affect the Prime Vendor's Distribution Price in any way.

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

3. Under the NAPA Program, agreement holders will:

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

ii. Offer discounts on the Product Price of the product ordered under Subsistence Prime Vendor contracts, in the form of deviated allowances, whereby the price to the customer includes the discount. The deviated price is the price that will be submitted via the 832 catalog transaction.

4. NAPAs neither obligate the Prime Vendor to carry, nor the ordering activity to purchase, any of the agreement holder's products; however, NAPA terms will apply to any order placed by the customer for products covered by a NAPA, in which case the invoice price must reflect the NAPA price.

5. If a Prime Vendor has a pricing agreement/arrangement with more favorable terms and/or pricing structure than those offered under the NAPA, then it is required to pass on these savings to the customer.

6. Under a contract resulting from this solicitation:

i. The Prime Vendor agrees to bill the invoice price to the Government as specified by the NAPA allowance and initiates a bill-back to the agreement holder, if any activity orders any product covered by a NAPA. The agreement holder will reimburse allowances to the Prime Vendor within a time period mutually agreeable to the Prime Vendor and the agreement holder. Other off invoice or bill back arrangements may exist between the Prime Vendor and the agreement holder, but the Prime Vendor's catalog price must be specified by the NAPA allowance.

ii. Any disputes involving the NAPA between the Prime Vendor and the agreement holder will be resolved between them according to their own commercial practice. However, DLA Troop Support will attempt to facilitate a resolution of any such disputes but does not guarantee any resolution.

7. NAPA Tracking Program: The Prime Vendor agrees to comply with the requirements of DLA Troop Support's Tracking Program for NAPAs and shall provide the required product information to support the NAPA allowance and sales tracking website. Data shall be submitted as follows:

i. Format: The required information shall be formatted in an Excel spreadsheet, flat

ASCII file or a delimited file. Each transmission must be of the same format. Request to change from one format to another must be forwarded to the Contracting Officer for approval.

ii. Transmission of Data: The information shall be submitted electronically via-

Email to data@one2oneus.com Include contract number(s) in email title.

iii. Frequency of Submission: The information shall be submitted as often as the data may change but no more than once weekly.

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

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

v. Fields 6, 7, and 8 relate to NAPA. If a product is NOT subject to a NAPA allowance then fields 6, 7, and 8 can be left blank or zero.

vi. Notes:

a. Field #1 - This field represents the manufacturer's part number of the product. If a valid case UPC is available, you should use the case UPC. The UPC check digit is optional. In the case where a UPC is not available, then you must use the manufacturer's part number (SKU number) as designated by the manufacturer. All leading zeros are required. All characters such as dashes are also required if the manufacturer uses the character in their part number identifier.

b. Field #4 - This field needs to identify the manufacturer (not necessarily the supplier) of the product. If your item master has a valid case UPC and you send the UPC in field 4 there is no need to provide this field. If you do not have a valid case UPC, please indicate the manufacturer or brand name or some code indicating the same. If you use a code, please provide an additional listing of those codes and their description. Please note, this is the manufacturer of the product not necessarily who supplied you the product.

c. Field #6 - This is the off-invoice allowance amount. It can be found in the NAPA table. If the product is not subject to a NAPA allowance then please set this field to zero.

d. Field #7 - This is the allowance UOM. It can be found in the NAPA table. If the product is not subject to a NAPA allowance then please leave this field blank.

e. Field #8 - Conversion to the Unit of Issue UOI. The conversion factors to equalize the allowance UOM to the unit of issue UOI. For example, if the unit of issue UOI is "CS", for case, and the allowance UOM is "CS", for case, the conversion factor would be set to 1. However, in the case where the Unit of Issue is "CS" and the allowance UOM is "LB", for pounds, this conversion factor may be fifty (50) because there are 50 lbs. in a case. If the product is not subject to a NAPA allowance then please set this field to zero.

f. Field #9 - For each item, provide the applicable markup amount. As previously negotiated with DLA Troop Support, you have assigned a markup amount to each food category or to each item. This amount should correspond to the unit of issue measurement. This is required in order to insure that a NAPA allowance was provided off-invoice.

g. The NAPA Program is for the exclusive use of DLA Troop Support customers purchasing product under the resultant contract.

J. REBATES/DISCOUNTS AND PRICE-RELATED PROVISIONS

1. The Prime Vendor shall employ prevailing commercial methods in the pursuit of discounts, rebates, allowances or other similar economic incentives or benefits, for the customers supported under this contract, throughout the period of performance. For all items, the contractor warrants, on a continuing basis throughout the period of performance, that its Product Price under this contract is equal to or lower than its Product Price to its commercial customer accounts. All NAPA discounts, food show discounts, early payment discounts (except as identified in paragraph (2) herein), and other discounts, rebates, allowances or other similar economic incentives or benefits received at any time during the period of performance shall be passed to the Government via a reduced catalog price. Instructions for identifying discounts, rebates, allowances or other similar economic incentives or benefits that shall be provided to the Government are set forth in the submission requirements in the Price (Business) Proposal and in the Reports section of the Statement of Work.

2. The Prime Vendor may retain Early Payment discounts that meet the following conditions:

i. the Early Payment discount is an incentive to encourage payment earlier than the normal payment due date;

ii. the Early Payment discount is consistent with commercial practice

iii. the Early Payment discount is routinely given by the manufacturer/growers to customers other than the Prime Vendor at the same discount rate and under the same conditions as provided to the Prime Vendor;

iv. the Early Payment discount is not established, requested, or negotiated for the purpose of avoiding giving DLA Troop Support a lower cost or a rebate or in exchange for a higher invoice price;

v. the Early Payment discount is no more than 2 percent of the manufacturer/grower's invoice price and the early payment is required within 10 days to obtain the discount; and

vi. the Prime Vendor actually made the required payment within the time period required to receive the discount.

3. Upon request the Prime Vendor shall provide to the Government any invoices, quotes, or agreements relevant to the Product Price component for existing catalog items, for any new items being added to the catalog, and for requested price changes to existing catalog items. The Prime Vendor must include detailed payment terms on each invoice or quote used to substantiate product price(s), including any applicable discounts or rebates. If there are no payment terms associated with the document, the Prime Vendor must annotate it with "No payment terms."

4. The Government may require (as needed) the Prime Vendor to submit invoices and other documentation from all subcontractor tiers or any manufacturer/grower or person in the Product Price supply chain, to substantiate that all discounts, rebates, allowances or other similar economic incentives or benefits have been applied to the Product Price charged to the Government and/or to substantiate that product prices under this contract are equal to or lower than product prices that are given to its commercial customers. If the Contracting Officer

determines, after reviewing an invoice or other documentation, that a discount, rebate, allowance or other similar economic incentive or benefit should have been passed on to the Government, or if price verifications reveal any instance of overpricing or underpricing, the Government shall be entitled to a prospective Product Price reduction and a retroactive refund for the amount of the overcharges or discounts, rebates, allowances or other similar economic incentives or benefits, including interest and the Prime Vendor shall be entitled to a credit for any undercharges. Likewise, if the Contracting Officer determines that a Product Price was not equal to or lower than that given to the Prime Vendor's or sub-contractor's commercial customer accounts, the Government shall be entitled to a prospective Product Price reduction and a retroactive refund for the difference between the Product Price charged to the Government and the Product Price charged to the Prime Vendor's or sub-contractor's commercial customers, including interest. The Contracting Officer, or authorized representative, shall have the right to examine and audit all the records (as defined at FAR 52.212-5(d)(3)) relevant to the existence of discounts, rebates, allowances or other similar economic incentives or benefits, and commercial customer product prices. Failure to exercise this right shall not constitute a defense or alter the Government's entitlement to any other remedies by contract or by law.

5. The Government may review/audit the Prime Vendor's electronic purchasing system to confirm that the Product Price of a product sold at a given time to a DLA Troop Support customer is identical to the Product Price used by the Prime Vendor to determine the price of such product sold at the same time to its other customers. Should the Government identify evidence of incorrect pricing, or should other pricing issues arise, the Government reserves the right to conduct more frequent and extensive reviews/audits. Failure to exercise this right shall not constitute a defense or alter the Government's entitlement to any other remedies by contract or by law.

K. ITEM AVAILABILITY

1. Established and approved items must be stocked in sufficient quantities to fill all ordering activity requirements. Fluctuations, increases, decreases, and surges in demand must be taken into consideration when the Prime Vendor determines its supply chain management, including stocking procedures. In addition, lead times from CONUS to OCONUS must be considered.

2. For all cataloged items that are **NOT** part of the Navy's Master Load List (MLL) the Prime Vendor shall maintain a minimum of 60 days of supply (DOS) on-hand at each OCONUS warehouse per line item for items with a Shelf Life < 180 days **AND** 90 DOS on-hand at each OCONUS warehouse platform per line item for items with a Shelf Life ≥ 180 days in order to fill all ordering activity requirements. For all items that **ARE** identified and cataloged on the (MLL) the Prime Vendor shall maintain a minimum of 120 DOS on-hand at each OCONUS warehouse per line item in order to fill all ordering activity requirements.

On-Hand is defined as readily available to DLA Troop Support customers and does not include inventory that is pending from a port, marked as picked, allocated for any customer, on medical hold, recalled or awaiting a shelf life extension.

DOS is calculated by using the following formula: Stock on-hand (SOH) divided by (average weekly demand/7) = the overall DOS reported on Analysis chart of the SCFR.

For each item = SOH / current average daily demand. *Average weekly demand – based on an average of the most recent 52-week period (where 52 weeks of history exists).

NOTE: Stocking 60, 90 and 120 DOS on-hand does not apply to locally sourced items including but not limited to, FF&V, fresh eggs, fresh dairy, fresh baked products, ice, soda, and water, however, if the Prime Vendor chooses not to stock those items, quantities to support the customer requirements must be readily available to meet the delivery lead times. NIS items that

are a result of insufficient stock due to supply chain mis-management, will not receive a fill rate exception.

Orders shall provide the following lead times:

- Land Customers & Home Port Ships – Skip Day (48 hours)
- Market Ready (highly perishable, FF&V) – 72 hours for regular orders
- Small Ships (SUBS, Mine Sweeps and LCS) Routine Daily Orders – Skip Day
- Small Ships (SUBS, Mine Sweeps and LCS) Deploying – 7 days
- Large Decks (CVN/L Decks) Routine Daily - Skip Day
- Large Decks (CVN, /L Decks, LHAs, LHDs, CSGs, ESGs, Amphibious Ships (LHDs, LHAs, LCCs, LSDs, ASs) and CLF Ships) Deploying – 30 Days
- Transient Ships– 30 days
- Marshall & Micronesian Island Barge Customers – 21 days

3. The Prime Vendor is expected to cross-level or transfer product at its own expense among OCONUS Warehouse locations to maintain the DOS requirements and fully support customer orders. The Defense Transportation System (DTS) may be used for over ocean shipments, but the Prime Vendor will be responsible for reimbursement to the Government for these costs. If an item with an established demand (12 weeks of historical demand data) is not properly managed by the Prime Vendor, and a not in stock (NIS) situation occurs that is projected to last for more than 21 days, the Prime Vendor will be required to commercially airlift the product from CONUS or one of their other OCONUS warehouse locations at their own expense. The Defense Transportation System (DTS) may be used for airlift at the Contracting Officer's discretion; however, the Prime Vendor will be responsible for reimbursement to the Government of DTS airlift costs. If the NIS situation is a result of supply chain mismanagement by the Prime Vendor, Distribution Price Categories 39 through 45 do not apply. The entire cost of a CONUS and/or OCONUS airlift will be at the expense of the Prime Vendor. Untimely action or inaction in remedying the supply chain will directly affect the Prime Vendor's CPARS ratings.

4. ALL HOLIDAY ITEMS MUST BE STOCKED IN THE PRIME VENDOR'S WAREHOUSE PER PLATFORM, NO LATER THAN SIXTY (60) DAYS PRIOR TO THE HOLIDAY. For example, Christmas items must be in the OCONUS warehouse NLT October 25. The Prime Vendor may submit any exceptions (e.g. short shelf life items) in writing to the Contracting Officer.

L. SURGE AND SUSTAINMENT

1. DLA defines surge as the ability to ramp up quickly to meet increased requirements and support increased demands for a period lasting up to 30 days.

i. Prime Vendor shall develop and maintain a quality program for the product acquisition, warehousing and distribution to assure the following:

ii. Standardized product quality;

iii. Wholesome product by veterinary standards;

iv. The usage of First-Expired, First-Out (FEFO) principles

2. The primary mission of the Defense Logistics Agency (DLA) is to support the military in peace and during contingencies. The ability to ramp-up quickly to meet early requirements, and to sustain an increased pace throughout the contingency are critical to the execution of U.S. military strategy. DLA's designation as a Combat Support Agency makes it directly responsible for the timely support of critical supplies to the Combatant Commanders in support of their operational requirements. Because of DLA's unique role, surge and sustainment capability is a primary consideration in all acquisitions. All DLA contractors are accountable for surge and

sustainment performance, ensuring surge capability exists and validating surge capability through surge testing. Therefore, surge testing will be required periodically under the resultant contracts of this solicitation for the life of the contract. Frequency/timing of surge testing will be the decision of the Contracting Officer, and testing will be performed by DLA.

3. DLA defines surge as the ability to ramp up quickly to meet increased requirements and support increased demands for a period lasting up to 30 days. There may be occasions, due to military operations or otherwise, where large increases in quantity will be necessary for short periods of time and on short notice. There is rarely sufficient advance notice as to when surges will occur. For this type of scenario, the capability to ramp-up quickly to meet increased requirements is essential. Upon notification of a surge situation, the contractor must be able to support 300% of pre-surge average weekly demand (based on an average of the most recent 52-week period) within 96 hours. If, for example, an item has a pre-surge demand of 100 cases per week, after 96 hours the contractor is expected to be able to support 300 cases per week for 30 days during the surge period.

4. Sustainment is defined as the ability to maintain an increased pace similar to surge throughout the contingency(ies) for a longer period up to six months, or possibly longer in the event of an ongoing contingency. The spectrum of possible contingencies includes major theatre and smaller scale operations. The contractor must be able to sustain 300% pre-surge average weekly demand (based on an average of the most recent 52-week period). Sustainment normally follows surge, and the contractor must ensure that it can maintain the increased supply for a period lasting longer than 30 days after initial surge. Mobilization is defined as a full-scale military operation or a national emergency which could increase demand for items and quantities listed in the contractor catalog on a long-term basis. Mobilization whether in wartime or peacetime may require a prolonged period of sustainment at given location(s) and thus the contractor must be able to sustain 300% pre-surge average weekly demand (based on an average of the most recent 52-week period) for an indefinite period as needed.

5. DLA may conduct a "Paper Surge Test", where the Prime Vendor will be instructed to ramp up for surge requirements, and the Contracting Officer will assess their surge capacity based on reviewing the results of the "Supply Chain Fitness Report."

Joint Chiefs of Staff (JCS) Logistics Exercises – The Prime Vendor must have the ability to support short term surges in demands, which may increase three times the pre-surge average weekly demands (based on an average of the most recent 52-week period). There may be occasions where large increases in quantity will be necessary for short periods of time and on short notice. A surge situation is defined as an increase in military feeding of 300% of peacetime demand for a period of up to 30 days. Rarely, there is sufficient advance notice as to when exercise surges will occur. The contractor will be required to meet the surge demand in the normal contractual lead times. For the contract resulting from this solicitation, the Prime Vendor will be required to have the ability to sustain surges of 300% of pre-surge demand levels for 30 days without advance notice. If, for example, an item has a pre-surge demand of 100 cases per week, the contractor is expected to be able to support 300 cases per week for 30 days during the surge period.

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

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

M. FOOD SERVICE OPERATING SUPPLIES (FSOS)

Definition: consumable or disposable products associated with the preparation of serving food. This includes but is not limited to plastic, foam, paper goods and cleaning supplies. The Prime Vendor may be required to supply Food Service Operating Supplies (FSOS) to the customers.

Certain FSOS items have been determined to be inclusive under the Berry Amendment Restrictions according to DFARS 225.7002-1 and 10 USC Section 4862 and must be sourced domestically (U.S.), unless an exception has been granted.

All Food Service Operating Supplies (FSOS) items are subject to the following:

(a) Except as authorized by OFAC, agencies and their contractors and subcontractors must not acquire any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea into the United States or its outlying areas. In addition, lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at https://ofac.treasury.gov/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists. More information about these restrictions, as well as updates, is available in OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at https://ofac.treasury.gov/.

(c) Refer questions concerning the restrictions in paragraphs (a) or (b) of this section to the-

Department of the Treasury Office of Foreign Assets Control Washington, DC 20220 (Telephone (202) 622-2490).

N. DISPENSING SUPPLIES AND SERVICES

1. When requested, the Prime Vendor shall furnish universally compatible (this is a critical request for practical consideration) beverage dispensing machines and soft serve/yogurt machines, as specified herein. The cost and upkeep of the machines consisting of, but not limited to, labor, transportation, and supplies required to repair and maintain the equipment, shall be the sole responsibility of the Prime Vendor.

2. The Prime Vendor shall furnish mechanically refrigerated dispensing machines and heads suitable for use with the Prime Vendor's bag-in-the-box juices and drinks. A sufficient number of machines and dispensing heads shall be installed in the customers' facilities to accommodate the specific needs of each ordering activity.

3. The Prime Vendor will provide a technically qualified service representative to perform monthly maintenance and quality control inspections on each dispensing system. If more frequent maintenance is deemed necessary, the Prime Vendor must provide the additional service at no additional cost.

4. Any equipment or material furnished by the Prime Vendor shall remain the property of the Prime Vendor and must be returned to the Prime Vendor at the conclusion of the contract in the same condition in which it was received by the customer except for normal wear.

5. When requested, the Prime Vendor shall furnish dispensers for hot soup, ice cream, cereal or other dispensers suitable for the types of items needed by the customer. Maintenance or replacement shall be the responsibility of the Prime Vendor in accordance with normal commercial practice and at no additional cost to the Government. The Prime Vendor will be responsible for the cost of the dispensers.

O. DISPOSAL OF PRODUCTS

All products, Prime Vendor owned and Government Furnished Material, shall be properly managed by the Prime Vendor to avoid the need for disposal. In general, the Government shall not be liable for any disposal costs under this contract. The Government shall only be liable for disposal costs associated with specific direction provided by the Contracting Officer. All product destruction must be witnessed by the COR and/or a US Government official. Any request for disposal reimbursement must be accompanied by supporting documentation provided by the Prime Vendor, to include but not limited to photos, destruction certificates, etc… If the COR and/or US Government official cannot for any reason witness the destruction, the Prime Vendor is responsible for clear and concise documentation. Documentation should include item descriptions, case count, lot numbers and legible signatures. If the destruction is not witnessed and the documentation is not clear and concise, the Prime Vendor will not be reimbursed for disposal costs. An example of a Contracting Officer directed disposal is identified below:

The Contracting Officer orders delivery of 100 cases of product, Government Furnished Material (GFM) to the Prime Vendor's OCONUS warehouse. The GFM is properly stored and managed by the Prime Vendor, but never ordered by the customer and the shelf life of the 100 cases expires. In this scenario, the Government is responsible for the disposal costs of the 100 cases (Distribution Category 12) only.

The costs for disposal (Distribution Category 12) shall be separately billed by the Prime Vendor via a manual invoice. Each manual invoice, submitted by the Prime Vendor, must reflect the number of cases actually disposed of. Each manual invoice must be verified and signed by the Contracting Officer Representative (COR) and approved by the Contracting Officer before it can be submitted electronically for payment. Detailed support documentation must be submitted with each manual invoice. The approved invoice amount will be placed on order via Subsistence Total Ordering and Receipt System (STORES) using local stock numbers designated for itemized billing/costs, receipted, invoiced, billed and paid. Disposal invoices and supporting documentation shall reflect a complete calendar month (e.g. January 1 through January 31) and must be submitted to the Contracting Officer no later than the 15th day of the following month (e.g. February 15 in the preceding example). Assuming the aforementioned conditions are met, payment will be authorized by the Contracting Officer at the end of each billed month.

P. PORK AND OTHER IN-THEATER RESTRICTED ITEMS

The Prime Vendor will be required to procure and perform delivery of pork and other theater restricted items to DoD and other federal customers. Exportation of these items from CONUS is governed by the USDA Food Safety and Inspection Service (FSIS)((https://www.fsis.usda.gov/food-safety)), therefore, for countries where there are no USDA restrictions on exporting items and where there are no in-theater Governmental restrictions on the importation of these items, it is the Prime Vendor's sole responsibility to determine how to satisfy this requirement.

For countries where there are no USDA restrictions on exporting items, yet there are in-theater Governmental restrictions on the importation of items or in-theater movements from one country to another, it remains the Prime Vendor's responsibility to determine how to satisfy this requirement. The Prime Vendor may have to work with the US Government, in-theater Embassies, Foreign Diplomatic offices/Governments, US Department of State, etc. to facilitate

the possible delivery and/or movement of these items; however, there are countries, regardless of Prime Vendor or US Government intercession, where importation of pork and other theater restricted items will not be allowed. In those instances, the Prime Vendor will not be held responsible.

Q. HOLIDAY ITEMS

Items that a Prime Vendor procures to support customer requirements during the holidays, to include, but not limited to, the Thanksgiving and Christmas holidays, are referred to as holiday items. These items include, but are not limited to, items that are historically ordered specifically for the holidays. All holiday items must be stocked in the Prime Vendor's Warehouse(s) no later than sixty (60) days prior to the actual holiday. For example, Christmas is on December 25, therefore items must be in the OCONUS warehouse(s) NLT October 25. The Prime Vendor may submit a request for exception (e.g. short shelf life items) in writing to the Contracting Officer. If the Contracting Officer denies the request, the Prime Vendor will be responsible to bring product into inventory according to the timeframe stated. Locally procured items with limited shelf life are exempt from this requirement, but they must be available prior to the customer's Required Delivery Date (RDD). This requirement applies to all holidays celebrated by the OCONUS customers to include Service Birthdays.

R. NON-COMPETITION/NON-SOLICITATION

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

FAR 8.103, Priorities for use of mandatory Government sources directs that Government Agencies shall satisfy some requirements for supplies and services from a mandatory Government source before purchasing from commercial sources.

S. NAVY STANDARD MENU ITEMS

The Prime Vendor may be required to source and carry some or all of the Navy Standard Menu items (often referred to as Master Load List (MLL)). Those items that will be required will be identified during the cataloging process. All items listed in the Navy Standard Menu must have the exact size, weight, packaging and cube cited on their respective lists. The required MLL items may change annually. The Prime Vendor must be able to support the MLL requirements at all times. MLL items that do not meet the contractual ten (10) case Average Monthly Demand (AMD)* requirement are not required to be stocked in the Prime Vendor's warehouse and instead shall be supported on a lead-time basis. The customer will provide the requirements in advance for lead time items. No regular or cargo MLL items will be removed from the prime vendor catalog without proper vetting and referral from DLA.

Given the long over ocean leg of the supply chain, the contractor will be responsible for forecasting demand using historical demand patterns and incorporate any changes to the current menu to place product orders.

* Note: AMD should be calculated based off the most recent previous 12 month's demand data.

T. SHIP STORE CARGO ITEMS, (QCOG OR Q ITEMS)

These health and comfort items are used specifically by the Navy Ship Stores for commissary resale and may be required by Navy ships. The Prime Vendor may be required to carry some or the entire QCOG catalog items listed in the Zone 4 Pricing Spreadsheet, Tab 4 of Attachment 1, titled "Current Catalog". Those items that will be required will be identified during

the cataloging process. All items listed in the QCOG catalog must have the exact size, weight, packaging and cube cited on their respective lists. Items listed in the Navy Consolidated Afloat Requisitioning Guide Overseas (CARGO), may be required by Navy ship. The Prime Vendor may be required to source and carry some or all of the CARGO items. Those items that will be required will be identified during the cataloging process. All items listed in the CARGO must have the exact size, weight, packaging and cube cited on their respective lists.

V. TRANSPORTATION

A. INTRODUCTION

As the Government reserves the right to use the system that provides the best services to its customers (readiness included as a factor) the following applies:

1. The Prime Vendor will be required to ship the products from the United States within the United States Defense Transportation System (DTS). The Prime Vendor will use contracts established by United States Transportation Command (USTRANSCOM) for those shipments. The Prime Vendor will contact the Defense Logistics Agency Distribution, New Cumberland Transportation Operations via the following e-mail address: oceancontainers@dla.mil to request bookings. The DLA Distribution Transportation Operations team will book or provide authorization/instruction to the Prime Vendor in order to book the required transportation with the authorized carrier. The USTRANSCOM contracted carrier will be responsible for the transportation of the Prime Vendor's products from the specified CONUS manufacturer or CONUS distribution facility to the Prime Vendor's OCONUS distribution facilities. This transportation method is known as "Point to Point" delivery.

2. The DLA Distribution Representative, in coordination with the Prime Vendor representative, will ensure the necessary arrangements are made for ocean transportation, bookings and freight forwarding to the Prime Vendor's OCONUS facility, unless otherwise specified in the contract.

3. Shipping Instructions for the Prime Vendor will be sent via e-mail. The Prime Vendor will be required to provide DLA Distribution with a packing list and provide the Ocean Carrier with any USDA health certificates, commercial packing lists, commercial invoices, or other documentation required for transit through any country along the shipping route. The Prime Vendor may also be required to provide documentation that will be used to identify that the products being shipped by the Prime Vendor via the carrier are for "U.S. Armed Forces." The Prime Vendor is responsible for timely submission of its packing lists for the containers. Within two (2) hours of loading the container, the Prime Vendor will send the packing lists to DLA Distribution for preparation of the shipping documents. Prime Vendors that fail to follow this process will not receive future bookings until the matter is resolved. Only product approved for addition to the catalog, may be shipped via DTS, unless the customer has requested samples for possible addition to the catalog.

4. For all shipments to OCONUS Distribution Facility(s), all products are required to be palletized at least 80% of cube or weight of usable space in a container.

Maximum cube/weight utilization is encouraged for all shipping containers; however, the below chart lists the minimum acceptable container utilization for any OCONUS shipment.

80% Usable Container Capacity

Container Type	20' Containers		40' Containers	
	Cube	Weight	Cube	Weight
Dry	760	31,360	1,600	35,200
Reefer	659	27,920	1,346	31,840
Insulated	760	31,360	1,600	35,200

High Cube Dry	920	31,360	1,782	34,960
High Cube Reefer	920	31,360	1,578	31,440
High Cube Insulated	920	31,360	1,782	34,960

All shipments to OCONUS Distribution Facility(s) shall be shipped in 40' containers. Information concerning 20' containers is only provided in the event that the Contracting Officer instructs the Prime Vendor of a requirement to ship products in 20' containers. Any exceptions to meeting the 80% minimum require prior approval from the Contracting Officer and/or Contracting Officer Representative (as delegated). The Government reserves the right to bill the Prime Vendor for underutilized containers.

5. When a carrier is utilized pursuant to a USTRANSCOM contract, the applicable Government designated Ocean carrier will provide sea vans and transport them to the specified CONUS manufacturer or CONUS distribution facility. The Prime Vendor will load the vans at their distribution facility in accordance with the terms outlined in Section "Packaging/Packing."

Note: All containers are considered live load. During the live load, the Prime Vendor will have four (4) hours free time to load the container before detention charges accrue. The applicable detention rates will be defined in the carrier's USTRANSCOM contract and charged to the Prime Vendor.

The Government-designated Ocean Carrier will then pick up the loaded vans and transport them to the applicable Port for subsequent shipment. Upon arrival at the OCONUS Port(s), the freight forwarded shipment will be transported to the Prime Vendor's OCONUS Distribution Facility(s) by a USTRANSCOM carrier.

6. In order to enforce this requirement, the Prime Vendor shall assign a customer representative to the contract, which will be solely responsible for overseeing this process.

7. Under the DTS transportation method of delivery, the Prime Vendor will be responsible for properly loading and contacting the Ocean Carrier for drayage of the loaded container to the embarkation port. The carrier will have the reefer container set at the required temperature when it arrives. The Prime Vendor must ensure that the temperature is set as required and the unit is cooling upon receipt. Temperature setting should be photographed by the Prime Vendor so that any discrepancies can be later verified. The Prime Vendor will be responsible for making a visual inspection of the container to ascertain that it is intact and that equipment appears to be operable. The Prime Vendor will be responsible for any detention charges and arranging the return of empty containers to the Government designated Ocean Carrier, but will not be responsible for return drayage. The Prime Vendor must advise the DLA Distribution Representative of any new supplier locations well in advance of the supplier being operational so that available line haul rates can be ensured.

8. If the cargo has to be returned for any problem caused by the Prime Vendor, the import back into the U.S. is the responsibility of the Prime Vendor and the original transportation charges shall be reimbursed to DLA

9. DLA Troop Support has been advised by USTRANSCOM of the following "Point to Point" delivery time to Southern Europe/North Africa and Western Africa from CONUS averages sixty-five (65) days depending upon the point of embarkation. These timeframes are **estimates** and only account for the time the container is picked up at a CONUS Facility and arrives at the Prime Vendors OCONUS warehouse; overall transit time including booking, consolidation, customs clearance and delivery to any OCONUS warehouse is approximately 90-120 days for all areas covered by this solicitation. The Prime Vendor must be aware that delays in excess of these timeframes may occur. The Prime Vendor is solely responsible for maintaining sufficient stock levels in its OCONUS facility(s) to cover any such delays in transport. This may include Airlifts of Not in Stock (NIS) items to be at the Prime Vendor's expense. Any Prime Vendor claims for cost relating to delays in transportation or other transportation-related issues, such as loss or damage

to goods, will be against the USTRANSCOM contracted carrier, but not the Government. The Government has no liability for late delivery or damage to goods in transit. The terms and conditions of the USTRANSCOM contract with the designated carrier should govern carrier liability for any loss or damage to products during "Point to Point" transportation, and the Prime Vendor is solely responsible for developing and presenting any claims for delay, loss, or damage to the USTRANSCOM designated carrier, if applicable. The Prime Vendor is cautioned that in some instances the USTRANSCOM contract carrier may have limited or no liability under the terms of the USTRANSCOM contract (see C. Insurance/Liability and Claims, below). It is important for all offerors to familiarize themselves with said contracts and agreements for purposes of proposing on this solicitation and consider those limitations and the associated risks when preparing offers.

10. Palletization requirements for all Overseas Shipments: All Wood Packaging Material (WPM) acquired by DoD must meet requirements of International Standards for Phytosanitary Measures (ISPM) 15, "Guidelines for Regulating Wood Packaging Materials in International Trade".

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

i. Additional Packaging and Marking Requirements:

(a) Prohibited cushioning and wrapping materials: Use of asbestos, excelsior, newspaper, shredded paper (all types, including wax paper and computer paper), and similar hygroscopic or non-neutral materials and all types of loose-fill materials, including polystyrene, is prohibited for application such as cushioning, fill, stuffing, and dunnage. In addition, the use of yellow wrapping or packaging material is prohibited except where used for the containment of radioactive material.

(b) MIL-STD-129 establishes requirements for contractors that ship packaged materiel to the Government to provide both linear bar codes and two-dimensional (2D) symbols on shipping labels. Shipping labels with 2D symbols are referred to as Military Shipping Labels (MSL) and are required on all CONUS and OCONUS shipments with the following exceptions:

(1) Subsistence items procured through full-line food distributors (prime contractors), "market ready" type items shipped within the Continental United States (CONUS) to customers within CONUS;

(2) Any item for which ownership remains with the contractor until the item is placed in designated locations at the customer location prior to issuance to the customer. Government control begins upon placement of the item by the contractor into the designated location or issuance from the designated location by contractor personnel (i.e., the contractor is required to stock bins at the customer location and/or issue parts from a contractor controlled parts room).

(3) Bulk petroleum, oil and lubricant products delivered by pipeline; or tank car, tanker and tank trailer for which the container has a capacity greater than 450 L (119 gallons) as a receptacle for a liquid; a maximum net mass greater than 400 kg (882 pounds) and a capacity greater than 450 L (119 gallons) as a receptacle for a solid; or a water capacity greater than 454 kg (1000 138 pounds) as a receptacle for a gas.

(4) Medical items procured through Customer Direct suppliers or prime contractors that do not enter the Defense Transportation System.

(5) Delivery orders when the basic contract has not been modified to require MIL-STD-129.

(c) MIL-STD-129 provides numerous illustrations of what should be bar-coded and the recommended placement of the bar code. Further information is available on the DLA Packaging Website at: https://www.dla.mil/HQ/LogisticsOperations/Packaging/Palletization.aspx.

ii. Requirements for Treatment of Wood Packaging Material (WPM) Assets packed in or on wood pallets, skids, load boards, pallet collars, wood boxes, reels, 152 dunnage, crates,

frames, and cleats must comply with the Heat Treatment (HT) or Heat Treatment/Kiln Dried (HT/KD) (continuous at 56 degrees Centigrade for 30 minutes) standard in DOD Manual 4140.65-M "Compliance for Defense Packaging: Phytosanitary Requirements for Wood 155 Packaging Material (WPM)". WPM must be stamped or branded with the appropriate certification 156 markings as detailed in DOD 4140.65-M and be certified by an accredited American Lumber Standards Committee (ALSC)-recognized agency. The WPM certification markings must be easily visible, especially in pallet loads, to inspectors.

iii. Palletization shall be in accordance with MD00100452, REVISION C, DATED 09/2016 found at: http://www.dla.mil/LandandMaritime/Offers/Services/TechnicalSupport/Logistics/Packaging/Palletization.aspx. DoD shipments inside and outside of the United States must meet ISPM 15 whenever WPM is used to ship DoD cargo, or when wood is being acquired by DLA for future use as packaging material. WPM is defined as wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frame and cleats. Failure to comply with these requirements may result in frustrated cargo and rejection at the point of entry.

10. The Contractor shall remove or obliterate from a rejected end item and its packing and packaging, any marking, symbol, or other representation that the end item or any part of it has been produced or manufactured for the United States Government. Removal or obliteration shall be accomplished prior to any donation, sale, or disposal in commercial channels.

11. The Prime Vendor shall be responsible for managing the flow of containers from the port through the warehouse and into the theater. Planned and unplanned delays such as supply route blackouts, local holidays and border closures must be considered in the schedule for container movement. Although the Government is not liable for any costs related to such delays in transportation/container movement of Prime Vendor product, the Prime Vendor should use its best efforts to eliminate detention charges and reduce port storage fees while ensuring containers carrying Not- in-Stock (NIS) items are pulled first, followed by special meal containers. The Prime Vendor must consider all factors impacting the supply chain when making their supply chain management decisions. The Prime Vendor is solely responsible for ensuring its supply chain is properly managed to satisfy contract requirements. The Prime Vendor will be responsible for all additional DTS costs incurred by the Government as a result of the Prime Vendor's performance/decisions.

B. SAFETY OF LIFE AT SEA (SOLAS)

1. The Prime Vendor is responsible for ensuring compliance with transportation related laws and regulations applicable to performance under this solicitation and the International Convention for the SOLAS. SOLAS requires that the Verified Gross Mass (VGM) of all loaded containers be provided to the Ocean Carrier and terminal representative before any container is lifted onboard a vessel. Additional information on these requirements is included in Military Surface Deployment and Distribution Command Customer Advisory CA-15-10/20-0121 dated October 20, 2015.

2. When shipping containers booked through the Defense Transportation System (DTS), in order to comply with SOLAS requirements, the Prime Vendor MUST ensure that the VGM of each container is provided to DLA Distribution, that the VGM of each container is certified, and that the tare weight of each container is also provided to DLA Distribution. This information shall be provided by the Prime Vendor, or its representative, in a format approved by the DLA Distribution Transportation office.

3. The certified VGM of the container shall be determined by one of the following methods, unless otherwise authorized by the Contracting Officer, with all weighing being completed in accordance with the laws of the jurisdiction in which the weighing occurs:

Method No. 1: Weigh the packed container after loading is finished;

---or---

Method No.2: Weigh the individual packages/cargo, including the packing and securing material, then add the tare weight of the container.

4. When shipping containers booked through DTS, the VGM provided to DLA Distribution must be certified with the following statement:

> "I hereby certify that this container was weighted IAW the International Convention for the Safety of Lives at Sea (SOLAS), Chapter VI, Part A, Regulation 2 - Cargo Information, and the gross weight is determined to be _____ lbs. Signed and certified: (electronic signature; pen and ink signature; or signature block in all capital letters)."

All forms of signature must be legible and made by a representative of the "shipper." For the purposes of the certified VGM for any material shipped through DTS under this contract, the "shipper" is defined as the company at whose location the container is loaded and sealed. There may be instances where the party booking the container differs from the shipper; however, the shipper is still responsible for supplying and certifying the VGM data unless otherwise directed by the Contracting Officer or DLA Distribution. The Prime Vendor will be responsible for ensuring that the shipper provides an accurate VGM and provides the appropriate certification. Failure to submit the VGM, the above certification statement, and/or a legible, valid form of signature may delay the container shipment. The Government will not be responsible for any delays or costs associated with the failure to provide the required VGM and certification. Consistent with the basic contract terms, any such costs, including demurrage or product loss, will be the Prime Vendor's responsibility.

Inclusion of the above certification on a packing list is generally the preferred method of submission; however, other forms of submission may be acceptable when approved or required by DLA Distribution and the Contracting Officer.

5. It is the Prime Vendor's responsibility to ensure all information and documentation submitted is accurate so that containers will not be delayed during transit. The Prime Vendor is advised that a container missing the VGM certification may not be loaded onboard the vessel and may be denied entry to the port facility. Any discrepancies in the VGM could result in additional charges and/or cargo being frustrated within the transportation pipeline. The Prime Vendor will be responsible for costs incurred for delays due to improper or erroneous documentation, including documentation related to SOLAS requirements. The U.S. Government is not responsible for any costs resulting from or related to delays associated with these SOLAS requirements or improper documentation.

6. For Class I Subsistence shipments through DTS, the Prime Vendor will be required to provide the DTS carrier with the VGM directly. The method for providing each carrier with the VGM may vary based on the carrier and the port. The Prime Vendor shall request specific guidance on how this information is to be provided to the carriers from the DLA Distribution Transportation Office.

7. The Prime Vendor is responsible for coordinating with USTRANSCOM, Military Surface Deployment and Distribution Command, DLA Distribution, and DLA Troop Support to ensure its compliance with all DTS shipping requirements.

C. INSURANCE/LIABILITY AND CLAIMS

1. As discussed above, the Prime Vendor will transmit its transportation requirements to DLA Distribution, which will arrange Government-funded transportation through DTS or other system, as appropriate orders against the Universal Service Contract (USC) or other TRANSCOM contract as applicable. The Prime Vendor's products will be shipped through DTS via commercial carriers receiving USTRANSCOM contract awards. Although these carriers are responsible for any

loss or damage to the products they transport, such responsibility or liability may be limited by the terms of the applicable USTRANSCOM contract, as well as maritime law, customs, and practices, e.g., Carriage of Goods by Sea Act ("COGSA") limitations 46 U.S. App. § 1300 et. seq.; Force Majeure; Carmack Amendment 49 USC § 14706; etc. It is, therefore, highly recommended that the offeror, prior to submitting an offer, to review the current USTRANSCOM carrier contract(s).

2. Prior to or during the implementation period of the resulting contract, the Prime Vendor shall enter into an agreement and work with the USC carriers handling routes within the Prime Vendor's geographical responsibility to develop a claims process involving the Prime Vendor and the USC carrier(s). The purpose of such an agreement is to establish a working relationship between the Prime Vendor and the USC carrier(s) in order to facilitate the transportation of product and to establish points of contact in order to resolve any issues that may arise during the performance of this contract. Such an agreement shall address issues such as claims processing and dispute resolution for losses and damage to Prime Vendor cargo by the USC carrier(s) and for the resolution of claims by the USC carrier(s) against the Prime Vendor for detention of carrier containers, port storage for detained containers, and maintenance provided by a carrier for detained refrigerated containers. Lack of an agreement does not prohibit the Government from using the carriers in the USC if deemed best value to the Government. The Prime Vendor and the USC carrier(s) will be responsible to each other, directly, for the payment and resolution of any claims. For example, the Prime Vendor shall pay the USC carriers directly for any dry runs, diversions, re-bookings caused by incorrect requests or inputs, short stops not at the request of the Government, detention, port storage or maintenance charges incurred by the Prime Vendor. If the cargo has to be returned for any problem caused by the Prime Vendor, the import back into the U.S. is the responsibility of the Prime Vendor and the original transportation charges shall be reimbursed to DLA. The Prime Vendor shall provide the DLA Troop Support Contracting Officer with a copy of such carrier agreements, as well as any contact information that it receives from the USC carrier(s). The Prime Vendor shall update this information as necessary and provide the DLA Troop Support Contracting Officer with any changes made to such agreements. The Prime Vendor claims procedure developed for handling any claims between the Prime Vendor and the USC carrier(s) shall also be provided to the DLA Troop Support Contracting Officer.

During the implementation period and/or as a requirement for offeror submission as defined in the solicitation, the Prime Vendor shall contact the USC designated carrier(s) for the routes within the Prime Vendor's geographical responsibility. The Prime Vendor shall copy the DLA Contracting Officer with the contact information that it receives from the carrier(s) and shall update this information as necessary. During the implementation period and/or as required for offeror submission for the solicitation, the Prime Vendor and the carrier(s) shall develop a claims procedure for the handling of any claims that may arise between the Prime Vendor and the carrier(s) for the products shipped by the carrier(s). This procedure shall be the basis for the resolution of any claims for loss or damage, as well as any other issues that may arise. A copy of this procedure, and any changes or updates, shall be promptly furnished to the Contracting Officer.

3. The Prime Vendor should consider that substantive terms and conditions of the USC contract and this contract may be relevant to the agreement and procedures negotiated with the USC carrier(s) concerning claims procedures, dispute resolution procedures, etc. The Prime Vendor is an express third-party beneficiary of the USC contract regarding its provisions governing the liability of the USC carrier(s) for loss/damage to Prime Vendor cargo. Similarly, the USC carrier(s) is an express third-party beneficiary of the provisions of this contract governing the liability of the Prime Vendor for container detention, port storage, refrigerated container maintenance, etc. For example, the dollar amount of damage for detention of containers of the USC carrier(s) by the Prime Vendor is established in the USC contract. The Prime Vendor should

consider in negotiating any agreement or procedures that the USC carrier may take remedial action, including the assertion of a lien on Prime Vendor cargo or other actions, to protect its interests. Similarly, the Prime Vendor may exercise any right of setoff involving a commercial contract or other remedial action against the USC carrier(s) to protect its interests. Finally, the Prime Vendor should consider in negotiating any agreement or procedures that disputes between the Prime Vendor and the USC carrier will not be subject to the Contract Disputes Act or the "Disputes" clause of this contract. Because claims for loss/damage to Prime Vendor cargo, detention of USC carrier containers, port storage assessed against detained carrier containers, maintenance of detained carrier refrigerated containers, etc. are to be covered by agreement between the Prime Vendor and USC carrier(s), disputes regarding such matters will be covered by the business arrangement between the Prime Vendor and USC carrier(s) and laws applicable to such arrangements.

4. As explained above, the Government is not responsible or liable for any loss or damage to the Prime Vendor's products shipped through the DTS. Any such losses or problems can be mitigated by establishing a good working relationship with the carrier(s), being familiar with the terms and conditions of the USC contract and obtaining insurance for the products shipped. Any discrepancy reports, notice of claims or claims for such loss or damage, as well as any other communications regarding such loss or damage shall be submitted by the Prime Vendor directly to the carrier for resolution, not to DLA Troop Support or USTRANSCOM. The Prime Vendor shall copy the DLA Troop Support Contracting Officer with any such claims, notice, or reports. At the request of the Prime Vendor, the DLA Troop Support Contracting Officer may facilitate the resolution of the claim, but all communications regarding the claim shall be between the Prime Vendor and the carrier and not through DLA Troop Support or USTRANSCOM. This procedure is not subject to change or subject to modification, except by the DLA Troop Support Contracting Officer.

5. Offerors are advised that the lack of an agreement between the Prime Vendor and USC carrier will not prohibit the Government from using that carrier in performance of the contract. The purpose of the carrier agreement is to facilitate a dispute resolution process between the Prime Vendor and the USC carrier. In the absence of a carrier agreement, the Prime Vendor and USC carrier(s) will still be liable to each other for any claims or disputes related to transportation of goods under DTS. The Government is not responsible or liable for any loss or damage to the Prime Vendor's products shipped through the DTS.

6. If the Prime Vendor is unable to communicate directly with the carrier for any reason, it should promptly advise the DLA Troop Support Contracting Officer to help facilitate communication. However, the Government will not be liable for any loss or damage in the event the Prime Vendor and USC carrier are unable to resolve any claims or disputes.

D. CUSTOMS

The Ocean Carrier via the USC contract will be responsible for all customs clearance from the point of debarkation through to the Prime Vendor's OCONUS facility(ies) for material shipped through DTS. The Prime Vendor is, however, responsible for providing any necessary documentation to assist in customs clearance.

The Prime Vendor will be responsible for all customs clearance from the Prime Vendor OCONUS facility(ies) to the end use customers, regardless of the mode of transportation. Issues that arise during the customs clearance process are the Prime Vendor's responsibility to resolve. The DLA Troop Support Contracting Officer and/or the Contracting Officer's Representative (COR), may facilitate on a limited basis to resolve customs issues. DLA Troop Support will not reimburse the Prime Vendor for product spoiled or deemed not fit for human consumption as a result of delays or non-approval in clearing customs.

E. PRIME VENDOR RESPONSIBILITIES REGARDING TRANSPORTATION

1. The Prime Vendor will be responsible for all documentation and required paperwork, as well as packaging/packing and marking of products as originally stated in the solicitation.

2. The Prime Vendor will be responsible for making a visual inspection of the container to ascertain that it is intact and that all equipment appears to be operable.

3. All freeze and chill trucks will use temperature recording devices, readings of which will be made available upon request.

4. Additionally, the Prime Vendor is responsible for van/container temperature verification, pre-cooling vans/containers, when appropriate, and loading vans/containers. The Prime Vendor must communicate with the carrier and DLA Distribution throughout the entire container booking/shipping process, including when the container is being loaded at the port, to ensure proper instructions have been provided and temperatures are being maintained. The Prime Vendor must verify the temperature of the container when the carrier is in possession of and loading the container onto the carrier ship. The Government will not be responsible for costs or losses associated with errors in temperature instructions, errors in temperature settings, or other temperature abuses during transportation.

5. Unless otherwise specified in the contract, the Prime Vendor will be responsible for arranging the return of empty containers to the carrier. The Prime Vendor shall be responsible for detention charges that result from the delayed return of the empty containers.

6. As the Prime Vendor makes deliveries within the Ships Area of Responsibility, it will be required to transport both full and empty containers and/or trucks as part of the delivery process. Zone 4 covers many nations over a wide area with diverse and variable political conditions. Due to conditions on the ground in any given locale, some delivery locations in Zone 4 may require additional measures to ensure the security of product and the safety and protection of transporting vehicles and delivery personnel. The Prime Vendor is responsible for providing its own convoy security for all deliveries within Zone 4, unless otherwise directed by the Contracting Officer. In so doing, the Prime Vendor must fully comply with all applicable laws and regulations related to convoy security, including Defense Federal Acquisition Regulation Supplement DFARS clause 252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States (June 2015), and all appropriate clauses which may supplement it or supersede it. Travel within certain areas may be very dangerous in the event of active terrorist and other criminal elements. Attacks against military and civilian targets, including Private Security Convoys (PSC), are possible. The Prime Vendor will obtain PSC at no additional cost to the US Government if protection is believed to be needed.

NOTE: At the time of the solicitation, Zone 4 deliveries do not require PSC, however, during the life of the contract should PSC become a requirement, the Prime Vendor will be responsible for their own PSC at no additional cost to the US Government.

7. For Zone 4, the primary mode of transportation to the end use customers should be via Ground Line of Communication (GLOC). During the life of the contract, the Prime Vendor may be required to use Sea Line of Communication (SLOC) to deliver direct to an end use customer and/or to a port and then trucked to an end use customer. When necessary, the Prime Vendor will switch between GLOC and SLOC at no additional cost to the US Government. Should Air Line of Communication (ALOC) become necessary to make deliveries to the end use customers, Distribution Price Categories 39 and 40 will apply.

F. GOVERNMENT RESPONIBILITIES REGARDING TRANSPORTATION

1. USTRANSCOM will be responsible for the contracting of transportation of products from the Prime Vendor's CONUS manufacturer(s) or CONUS distribution facility(s) to the Prime Vendor's OCONUS warehouse(s).

2. The DLA Distribution Representative in coordination with the Prime Vendor will be responsible for making ocean transportation bookings that provide transportation from the Prime Vendor's CONUS manufacturer or CONUS distribution facility "to the door" of the Prime Vendor's OCONUS distribution facility to include setting up transportation from the OCONUS port to the Prime Vendor's OCONUS facility.

3. The DLA Distribution Transportation Operations team will generate the Transportation and Control Movement Document (TCMD), commercial invoice, commercial packing list and Consulate letter that will be used to identify that the products being shipped by the Prime Vendor are for "U.S. Armed Forces."

G. VEHICLE TRANSPORTATION

The Prime Vendor is responsible for providing sufficient transportation assets to support all authorized customer requirements under this contract.

H. GLOBAL POSITIONING SYSTEM

1. The Prime Vendor is required to have a Global Positioning System (GPS) that closely monitors all bobtails, flatbeds, shipment containers, reefers, non-tactical vehicles, etc. that are destined for delivery to all locations. The units are required to be tagged with GPS devices.

2. The Prime Vendor is also required to provide vehicle tracking data into the military's Radio Frequency-In Transit Visibility (RF-ITV) system. The integration between the Prime Vendor's GPS and the military RF-ITV is limited to Prime Vendor vehicles and associated foodstuff shipments within the Subsistence Prime Vendor contract. The Prime Vendor shall provide an interface between its GPS and the military RF-ITV system to allow for data transfer from Prime Vendor to the U.S. Military regarding vehicle location in theater. The following information shall be available: (1) Vehicle Departure from Origin Data (including mission and Cargo RFID reference), (2) Vehicle Location data for ITV between Prime Vendor and final destination, (3) Vehicle Arrival to Destination information, (4) Vehicle Return Notification, and (5) Notification of AVL or Bob-tail change. The Prime Vendor's GPS shall interface with the US Military's RF-ITV system as XML data, transmitted over a secure internet connection (HTTPS). This information will be in the form of an asynchronous transmission from the Prime Vendor to RF-ITV and corresponding acknowledgement of received data from RF-ITV to Prime Vendor. The following control features shall be implemented: (a) Acknowledgement by the RF-ITV system for each data set that is sent by the GPS regarding the Prime Vendor vehicles in theater, (b) The GPS will resend acknowledgement requests in a pre-defined number of attempts if no acknowledgement is received within the predefined timeout. It is estimated that typical reporting frequency of Prime Vendor vehicles serving military needs will be 4 to 6 positions per day per vehicle. The frequency may be changed as necessary. The GPS and interface capabilities are required to be tested during the contract implementation period and functional when the first order is placed with the Prime Vendor. In the event of interface changes initiated by the Prime Vendor, additional related costs associated with maintaining the level of integration outlined above will be borne by the Prime Vendor. In the event of interface changes initiated by the Government, additional related costs associated with maintaining the level of integration outlined above will be borne by the Government. The Government has the option to utilize new features introduced in future Prime Vendor GPS upgrades; if the associate costs are borne by the Government; the cost would need to be found fair and reasonable. Performance of these GPS requirements shall be included in the standard distribution price.

3. The Prime Vendor bears all risk and responsibility for personal injury or death of its employees or agents or subcontractor employees or agents or for any damage to, loss of or demurrage of equipment during the transportation of product under this contract.

I. AIRLIFTS

1.The Prime Vendor is required to stock sufficient quantities of product to meet all customer demands. If an item with an established demand is not properly managed by the vendor, a not-in-stock situation occurs, and the item is projected to be out of stock for more than 21 days, the Prime Vendor will be required to initiate an airlift of the product within 24 hours of the initial not-in-stock occurrence. The airlift will be conducted at the Contractor's own expense or reimburse the Government the cost of any DTS airlift conducted to rectify the not-in-stock situation. The airlift shall be completed within 30-45 days.

2. Any Government emergency requirement to airlift product to a customer must be directed by the Contracting Officer or Contracting Officer Representative if delegated this authority and the product shall be moved via military assets or TRANSCOM Tender processes. All prime vendor costs, including but not limited to tri-walls, ice, delivery to the airfield, etc. shall be included in the distribution price.

3. The prime vendor must have a working arrangement in place with a commercial air source that can be ready to deliver on a moment's notice. The prime vendor will be responsible for all commercial airlift, pallet, and ice requirements to include loading. Pallet tri-walls must be constructed from the appropriate level of cardboard to withstand the normal requirements of the journey. Frozen and chill pallet tri-walls must be lined with suitable insulating materials and either wet ice or dry ice will be added as needed to maintain the products for the expected journey timeframes. Once product is tri-walled and dispatched, the order cannot be cancelled and is treated as filled; however, the prime vendor remains responsible for the product during transit. Once product is received and accepted by the customer, the prime vendor shall not be responsible for the deterioration or loss of goods that are in transit by the customer to a final destination.

4. The Contracting Officer may authorize airlifts in coordination with the United States Defense Transportation System (DTS) to fulfill customer requirements for short shelf life highly perishable items that cannot be sourced in the local market; airlifts will only be authorized when a local source is not available

5. Airlift requests must be submitted for approval to the Contracting Officer with documentation to substantiate the need to airlift the items. Each request must be submitted within a sufficient timeframe to allow for Contracting Officer review and execution of the airlift to meet customer requirements. The Contractor shall notify the Contracting Officer by email and telephone for urgent requests that must be approved in order for product to be included on specific flights. If approved, the Prime Vendor will deliver the product to the designated CONUS facility for preparation for the airlift. As stated above, airlifting the product will be at the contractor's own expense.

6. Any Government emergency requirement, not related to the Prime Vendors supply chain issues, to be airlifted to a customer, must be directed by the Contracting Officer and the product shall be moved via military assets or **USTRANSCOM** Tender processes. The airlift Distribution Price categories do not apply to airlifts performed by TRANSCOM.

7. For all CONUS airlifts scheduled through USTRANSCOM contracts, the Prime Vendor is responsible for costs associated with delivery of product to the air carrier or airfield. All Prime Vendor costs for delivery of the product to the air carrier or airfield shall be included in the Distribution Price.

8. If the Contracting Officer approves the airlift request, the Prime Vendor will deliver the product to the over packer and provide the airlift spreadsheet to the over packer. The over packer is to finalize the dimensions, weight, and package indicators and update this information on the airlift spreadsheet. Once the over packer finalizes the weights, dimensions, and package indicators, the

over packer will send the Prime Vendor the updated airlift spreadsheet via email. The Prime Vendor will then upload the updated airlift spreadsheet containing the final weights, dimensions and package indicators into Vendor Shipment Module (VSM). The Prime Vendor is required to submit the airlift spreadsheet to VSM to generate the Bill of Lading (BOL) and Shipping Label and provide to the carrier. The Prime Vendor is to include the desired temperature as notes in the BOL.

J. DIRECT VENDOR DELIVERIES

1. Direct Vendor Deliveries: Customers under this contract may require direct vendor deliveries for certain items (e.g., FF&V, water, bakery, soda, dairy) from approved local sources. The Prime Vendor will be required to sub-contract with the approved local source(s) to fulfill these direct vendor delivery requirements.

2. The following price formula shall apply to Direct Vendor Deliveries and Reduced Effort Deliveries:

Contract Unit Price = Product Price + 50% of the Distribution Price

3. Distribution Price Categories 6, 7, 8, 9, 10, and 11 are subject to this pricing. This reduction will be accomplished by reducing the existing Distribution Price Category by 50% and submitting 832 Catalog Price Changes that reflect the reduced price.

4. It is the Prime Vendor's responsibility to notify the contracting officer of any Direct Vendor Deliveries. It is also the Prime Vendor's responsibility to notify the contracting officer if the Direct Vendor Deliveries change or end. The contracting officer reserves the right to determine the application of these price reductions, at their sole discretion.

K. OVERLAND TRANSPORT OF PRODUCT IN SUPPORT OF AERIAL PORTS OF DEBARKATION (APOD) AND SEA PORTS OF DEBARKATION (SPOD) AND PORT TO PORT SHIPMENTS

1. As directed by the Contracting Officer, the Prime Vendor may be required to transport product to or from the APOD and SPOD locations closest to the OCONUS Prime Vendor warehouse locations in support of US Government sponsored air shipments or port to port movements. Transports must be requested via e-mail or other written correspondence by the Contracting Officer or Contracting Officer Representative (COR). At a minimum, the Prime Vendor would be required to perform the following tasks:

i. Coordinate with DLA Troop Support designated personnel for the specific mission requirements, transport time(s), location(s), and destination(s).
ii. Organize and deploy warehousing, transportation, and personnel assets to the respective sites to fulfill or receive shipments.
iii. Provide transport of pallets, dunnage of air pallets, tarping and strapping of goods.
iv. Protect goods from moisture, contamination and any other damage.
v. In case of delayed or cancelled flights, restock, re-ice, and repack supplies.

2. No more than two (2) requests for overland transport of product to or from an APOD or SPOD location may be directed by the Contracting Officer in a calendar year. All Prime Vendor costs, including but not limited to the tasks described above, shall be included in the Distribution Price.

L. PRIME VENDOR PRODUCT TRANSFER

DLA Troop Support Prime Vendors will be permitted to transfer product between one another based on their own agreements. However, the receiving Prime Vendor must catalog the item(s) at the actual unit price as defined in this solicitation which is equal to Product Price plus the receiving Prime Vendor's Distribution Price. The receiving Prime Vendor will not be entitled to any amount above contract product price.

VI. INTERNATIONAL AGREEMENTS, WORKERS COMPENSATION INSURANCE, AND INTERPRETATIONS/TRANSLATIONS

A. INTERNATIONAL AGREEMENTS (i.e. Defense Cooperation Agreement, Diplomatic Notes, Status of Forces Agreement (SOFA), etc.)

Shipments to the solicited zone is subject to whatever country-to-country agreements may exist between those countries and the United States. Each offeror, and ultimately the Prime Vendor selected as the awardee, is therefore responsible for ascertaining, for all countries to which their offers apply, the precise rules and regulations, limitations, documentation requirements, and restrictions that apply to imports for the use of the U.S. Forces. The Prime Vendor shall obtain all required Personnel ID (identification) passes and vehicle decals to enter the post/base of the appropriate sites.

Furthermore, SOFA supplements and stationing agreements may provide for specific markings on the containers. The Prime Vendor must identify any such marking requirements and ensure that the markings are properly applied.

B. WORKERS' COMPENSATION INSURANCE

1. FAR 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) is included by reference in this solicitation.

2. The Secretary of Labor may waive application of the Defense Base Act (DBA) with respect to any contract, work location, or class of employees upon the written request of the head of any department or other agency of the United States. DLA understands that it is Department of Labor's policy that waivers do not apply to citizens or legal residents of the U.S. or to employees hired in the United States. In addition, once granted, the waiver is only valid if alternative workers' compensation benefits are provided to the waived employees pursuant to applicable local law. If there are no local workers' compensation laws, the waiver has no effect and local and foreign nationals working under a United States contract are covered under the DBA. It is the Prime Vendors responsibility to obtain the insurance coverage as required. All costs to provide coverage throughout the life of the contract shall be included in each offeror's proposal. The decision to request or grant a waiver rest solely with the United States Government.

C. INTERPRETATIONS/TRANSLATIONS

1. The Prime Vendor shall provide host nation/English translation of operating instructions, procedures and all other documents required for complete and efficient performance of this contract. These translations shall be placed or posted in close vicinity to each work area where they are required for day-to-day work.

2. The Government is not obligated to provide any assistance to the Prime Vendor in the day-to-day translations and interpretations necessary to communicate with DLA Troop Support.

3. The Prime Vendor shall provide a means of real time communications/ translation/ interpretation between and among all levels of its organization. This requirement for communication and understanding shall apply to all levels of supervision and shall be provided by supervisors at all levels or by adequate numbers of readily available interpreters/translators who shall be present during all exchanges of information that require interpretation or translation.

4. All correspondence, official documents that impact work performed under this contract and communications between the Prime Vendor and the U.S. Government pertaining to this

contract shall be in the English language.

VII. INVENTORY AND WAREHOUSE MANAGEMENT

A. WAREHOUSE MANAGEMENT

1. The Prime Vendor will be required to perform supply chain and warehouse management functions and to position a full line of food and beverage, non-food items, and Government Furnished Material (GFM) items into its warehouse(s). The Prime Vendor has responsibility for all supply chain management. In regard to GFM, the military theater food adviser shall recommend the time to reorder and the respective replenishing amounts.

2. Supply chain management is the sole responsibility of the Prime Vendor. As supply chain management is the sole responsibility of the Prime Vendor, the Government will not be liable for expired or excess inventory during the life of the contract or after the contract has expired. Any information provided to the Prime Vendor by the Government (i.e. estimates, headcounts, etc.) during contract performance is merely guidance to assist the Prime Vendor in fulfilling its role of supply chain management in the context of specific contract requirements. Though the Government will utilize its best efforts and reasonableness in furnishing said information, it provides no warranties or representations that the information provided is wholly accurate. Ultimately, the Prime Vendor is responsible for ensuring that its supply chain management is sufficiently executed and managed to meet the specific requirements contained in this solicitation. The Prime Vendor will be responsible for stocking any item that has a ten (10) case average monthly requirement. However, there may be instances when the Prime Vendor will be required to source items that do not meet this monthly case level.

3. The Prime Vendor shall maintain a minimum of sixty (60) Days of Supply (DOS) on-hand of Prime Vendor product, on a line-item basis, at each OCONUS warehouse facility for all items with 180 days shelf life or less. The Prime Vendor shall maintain a minimum of ninety (90) DOS on-hand of Prime Vendor product, on a line item basis, at each OCONUS warehouse facility for all items with 181 days of shelf life or more. For all items that **ARE** identified and cataloged on the Navy's Master Load List (MLL) the Prime Vendor shall maintain a minimum of 120 DOS on-hand at each OCONUS warehouse per line item in order to fill all ordering activity requirements. It is the Prime Vendor's responsibility to determine the warehouse size and number of pallet spaces it needs to fulfill the demand requirements of this solicitation to include surge requirements. The standard American pallet size is 48Lx40W inches. The Prime Vendor will be responsible for developing its own demand estimates to ensure proper stocking levels, including Average Weekly Demands (AWD) and Average Monthly Demands (AMD).

NOTE: Solicitation estimates are only estimates and subject to increase or decrease based on the actual conditions on the ground.

4. The Prime Vendor must provide all of the necessary assets, to include material handling equipment and labor to maintain operations.

5. The Prime Vendor is responsible to provide the proper equipment (i.e. pallet jacks, forklifts, etc.) to move material to the back of the delivery vehicles at the customer delivery points.

6. The Government will not reimburse the Prime Vendor for expired or excess inventory during the life of the contract or after the contract has expired. Exceptions to this rule must be incorporated into the contract via contract modification.

7. The Prime Vendor has responsibility for all inventory management. Any decision made by the Prime Vendor to transport products that are over/under stocked from one Prime Vendor facility to another Prime Vendor facility is intra-transportation and is considered a business expense incurred by the Prime Vendor. Any cost/expense incurred due to intra-transportation is the sole responsibility of

the Prime Vendor, unless specifically authorized by the Contracting Officer.

8. The Government shall be permitted access to the Prime Vendor's warehouse management system. At a minimum, view-only access is required, and the access may be from the warehouse. Online site access is not required.

B. GOVERNMENT FURNISHED MATERIAL (GFM) – OPERATIONAL RATIONS

1. The Prime Vendor must have the capability to receive, store, distribute, perform open case inspections, perform open case re-work, label, re-label, dispose and account for Government Furnished Material (GFM) type items such as Operational Ration Type items as described below. The U.S. Government reserves the right to modify the type of GFM and/or add other types of GFM to be accounted for to include traditional line-item-A type items.

Operational Rations:

Unitized Group Rations (UGRs) are used to sustain military personnel during worldwide operations. The UGR is designed to maximize the use of commercial items and to simplify the process of providing high quality food service in a field environment. All components for a complete meal are included in the UGR, with the exception of mandatory supplements, such as milk. Each UGR meal module also contains all required disposable items (cups, compartment trays, and utensils). This ration is available in three options, with each sharing a core of quick prepared and/or ready to use commercial products. (The number and variety of menus is subject to change):

UGR Heat and Serve (UGR-H&S), which is characterized by tray pack entrees and starches/desserts. The unit of issue for the UGR H&S group feeding rations consists of 3 shipping cases under a single National Stock Number NSN (each of the 5 UGR H&S Breakfast and 10 Lunch/Dinner menus has its own unique NSN, i.e. 15 NSNs).

UGR-A, which includes perishable frozen entrees (A-Rations). Each complete UGR-A ration consists of 3 shipping cases: 2 cases represent the semi-perishable portion of the module and 1 case is the perishable (frozen) portion of the module. The semi-perishable portion of the modules are ordered/shipped under a single NSN (i.e. the two cases, Box 1 and Box 2, must be delivered together), and the perishable portion of the module is shipped under a separate, second NSN. There are currently 7 Breakfast, 14 Lunch/Dinner rations, and 6 short order menus, for a total of 27 NSNs.

There is no minimum ordering quantity required (i.e. orders for single modules are accepted). The UGR-H&S option is unitized into 3 boxes, which places 2 rations on one tier of a pallet, and one pallet (4 tiers) provides 8 rations. For the UGR-A, the semi perishable pallet is comprised of 3 ration modules per tier, and 12 ration modules per pallet. The UGR-A perishable pallets contain varied numbers of ration modules per pallet, as the shipping case size varies per menu.

UGR-E is a compact, self-contained module that provides a complete hot meal. The components are thermally processed, pre-prepared, shelf-stable foods, and currently packaged in hermetically sealed, half-size steam table containers. There are currently 4 breakfast and 8 lunch/dinner menus. The module consists of one box, 20 x 16 x 10¼. One pallet contains 18 boxes. Six boxes fit on one tier or a 48 L x 40 W inch pallet. There are three tiers per pallet. Each box weighs approximately 45 pounds. The module comes complete with all food items and disposable items (cups, compartment trays, napkins, utensils, and trash bags). Standard items that are included in all modules are coffee, creamer, hot sauce, gloves, box cutter, hand cleaner (towelette), dinner trays, dining packets, trash bags, and heater module.

Individual Feeding Rations – are semi-perishable rations that require temperature controlled storage. The unit of issue is a single shipping case.

a)	Meal, Ready-to-Eat (MRE)	8970-00-149-1094
b)	Meal, Cold Weather (MCW)	8970-01-467-1753
c)	Humanitarian Daily Ration (HDR)	8970-01-375-0516
d)	First Strike Ration (FSR)	8970-01-543-3458
e)	Meal Religious Halal	8970-01-424-1998
f)	Meal Religious Kosher Passover	8970-01-524-8003
g)	Meal Religious Kosher	8970-01-424-1996

For more information regarding these rations, please go to: https://www.dla.mil/Troop-Support/Subsistence/Operational-rations/

2. Pallet spaces for operational rations are American sized pallet spaces (48 x 40 inches). Estimated GFM distribution quantities are identified on the schedule of items. The Prime Vendors costs for GFM inspection, storage, distribution, re-work, and re-labeling shall be included in the Distribution Price for GFM, Distribution Categories 13, 27 through 30. These costs shall not be separately billed by the Prime Vendor. When the product is ordered by the customer and delivered by the Prime Vendor invoicing and payment will occur.

If needed, GFM storage requirements during the performance period of the contract, may vary greatly at any given point in time based on customer requirements. Offerors are reminded that they will only be paid for GFM distribution, storage, re-work, and re-labeling (Distribution Price Categories 27-30) when the GFM is ordered by the customer and delivered by the Prime Vendor.

The Prime Vendor is not required to insure GFM. However, the Prime Vendor will be liable for any loss of GFM. The Prime Vendor will be liable for any loss of GFM regardless of whether the risk is covered by insurance. The amount of reimbursement to the Government for any such loss will be determined at the time of the loss based on the cost of the product at the time. Please see FAR 52.245-1 Government Property and DFARS 252.245-7003 Contractor Property Management System Administration, incorporated by reference herein, for more information on Government Property.

C. BREAKING CASES

Under the proposed contract, the Prime Vendor will be required to break cases for spices. The decision to break cases for additional items other than spices, must be mutually agreed upon between the Prime Vendor and the Contracting Officer, at no additional costs to the Government.

D. OFFICE SPACE AND EQUIPMENT FOR GOVERNMENT EMPLOYEES

1. Contracting Officer Representatives (CORs). The Prime Vendor will be required to station CORs at its various facilities. At a minimum, one (1) COR will be stationed at the Prime Vendor's main Distribution Facility for Zone 4. The Prime Vendor is required to provide an office (approximately 150 square feet) with a self-closing, tight-fitting door, capable of being locked. This office must be within or adjacent to the Prime Vendor's office/warehouse facility and must be fully functional within the 180-day implementation period. The list of requirements below are the minimum requirement. During the life of the contract, should additional CORs be assigned to any Zone under the contract, the same accommodations must be made available to each COR at no additional cost to the Government.

Secure Internet Access	1 Printer compatible with the CORs' Laptop
Cross Cut Paper Shredder	1 Copy machine in the CORs Office, if requested
1 Desk with Drawers, 2 Chairs and 1 Filing Cabinet capable of being locked	1 Locker - large enough to accommodate personal item storage and capable of being locked

Access to a Microwave Oven or 1 Microwave Oven in the CORs Office, if requested	Access to a Break Room
1 Small Refrigerator for the CORs Office, if requested	Use of the Rest Rooms
1-2 Parking Spaces depending on the number of CORs)	

2. Workspace must be available for Army Veterinary Service Inspectors when present for inspection(s). The primary mission for Army Veterinary Service Inspectors (AVIs) is inspection, extension, or condemnation of Operational Rations and Government Furnished Material. Additionally, AVIs inspect and recommend rejection, extension or condemnation of Prime Vendor owned product as requested by the Prime Vendor, deemed necessary by the Theater Food Advisor and approved by the Contracting Officer or authorized Contracting Officer Representative. These inspections will occur on an as needed basis during the Prime Vendor's normal business hours. If equipment is required for these inspections, Army Veterinary Service will notify the Prime Vendor accordingly and the Prime Vendor will provide this equipment at no additional cost to the Government.

VIII. SECURITY MEASURES / FORCE PROTECTION AND THEATER SUPPORT

A. SECURITY MEASURES / FORCE PROTECTION

1. The DLA Troop Support Subsistence Directorate provides worldwide subsistence logistics support during peacetime as well as during regional conflicts, contingency operations, national emergencies and natural disasters. At any time, the United States Government, its personnel, resources and interests may be the target of enemy aggression to include espionage, sabotage or terrorism. This increased risk requires DLA Troop Support to take steps and ensure steps are taken to prevent the deliberate tampering and contamination of subsistence items. Such precautions are designed to provide for Food Defense as described by the Food & Drug Administration (FDA) at http://www.fda.gov/Food/FoodDefense/default.htm.

2. As the holder of a contract with the Department of Defense, the Prime Vendor should be aware of the vital role it plays in supporting the Government's customers. It is incumbent upon the Prime Vendor to take actions to secure product delivered to all customers. It is a requirement for the Prime Vendor to have written force protection/food defense plans relating to plant security and security of product in light of the heightened threat of terrorism and to secure prime vendor product from intentional adulteration/contamination. The Prime Vendor's Food Defense Plan must be incompliance with the DLA Troop Support Food Defense Checklist as determined by the Contracting Officer.

(NOTE: For a copy of the DLA Troop Support Food Defense Checklist, contact the applicable Contracting Officer or the DLA Troop Support Quality Audits & Food Defense Branch at 215-737-8656/8523/4209, or to download a copy of the go to:

https://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/food_defense_check19MAR20.pdf

3. The Prime Vendor is required to maintain an acceptable Food Defense Plan. The plan must be submitted to the Contracting Officer within sixty (60) days after contract award to be reviewed for acceptability. The Contracting Officer may conduct ongoing verifications of the Prime Vendor's security and food defense system throughout the life of the contract. Failure to have or maintain an acceptable food defense plan will be considered a breach of contract. The DLA Troop

Support-FTSB may conduct Food Defense Audits/reviews during Prime Vendor Product Quality Audits, Unannounced Quality Systems Management Visits and/or other visits to verify the implementation, compliance and effectiveness of the Prime Vendor's Food Defense Plan. The Prime Vendor's Food Defense Plan should include specific security measures relating to include, but not limited to, the following areas:

- Employee Identification
- Background checks where applicable
- Control of access to plant facility, gates and doors at the facility
- Internal Security
- Training and security awareness
- Product Integrity
- Transportation Security

4. The Prime Vendor may modify its Food Defense Plan at any point during contract implementation or during the period of performance, however, any change must be determined acceptable by the Contracting Officer. Whenever a change is made to the Food Defense Plan, it must be submitted to the Contracting Officer in writing for review and approval. If more than one facility will be used to store or distribute product, a separate acceptable Food Defense Plan for each facility is required.

5. The Prime Vendor will ensure that all products and/or packaging have not been tampered or contaminated throughout the manufacturing, storage and delivery process. The Prime Vendor will immediately inform the Contracting Officer of any attempt or suspected attempt by any party or parties, known or unknown, to tamper with or contaminate subsistence supplies.

6. The following security guidance is also provided:

i. Make sure all boxes, bags, etc. are intact and demonstrate no evidence of tampering. All incoming truck drivers should provide adequate identification upon request. Visitors should also be properly identified and have limited access to those areas appropriate for their visit. Procedures for storing product should adequately control access to eliminate any possibility of product adulteration.

ii. The warehouse facilities must have sufficient lighting, an adequate number of cameras located inside and outside for complete surveillance, security fences and locking devices. Guards for static security shall be utilized.

iii. Open trucks shall never be left unattended, and bolt-seals shall be used when possible to designate loaded trailers. Security seals shall be properly placed on all delivery vehicles and registered/logged in per delivery. The Prime Vendor will ensure that employee background checks are up to date. Ensure drivers have communication devices available in the event of an emergency and establish emergency phone numbers for them to use. Firms should keep a low profile and share customer routes, etc. on a need-to-know basis. Review of overall organizational corporate security plans should be conducted and consider whether private security firms are needed to assess or reduce risk. It is important to convey to all warehouse, office and fleet personnel that security should not be taken lightly and any suspected adulteration or evidence of product tampering must be reported immediately.

iv. When split/consolidated deliveries are authorized, the delivery vehicles are required to be sealed after each delivery point. The Prime Vendor shall be responsible for providing the seals. The military liaison or designated representative at the drop-off point shall be responsible for re-sealing the delivery vehicle with the new seal and annotating the number on the delivery ticket. Under no circumstances will drivers reseal delivery vehicle or complete the associated paperwork. Split/consolidated deliveries made in conditions other than those cited above are subject to be rejected by the customer.

7. Information Protection. The Prime Vendor shall prevent unauthorized release of

sensitive and/or classified information in accordance with communications security (COMSEC) and operations security (OPSEC), and information system security (INFOSYSEC) by all employees.

8. Operational Security. The Prime Vendor shall establish, maintain and execute a vigilant OPSEC Program to include, but not limited to, receipt, accountability, safeguard, destruction, and investigation of any operational information.

9. INFOSYSSEC Security. The Prime Vendor shall establish, maintain and execute a vigilant INFOSYSSEC Program to include, but not limited to, receipt, accountability, safeguard, destruction, and investigation of any computer security, internet security, network security, information security, security, computer, network, information, hacking, hacker, exploits, and vulnerabilities.

10. Data Use, Disclosure or Information, and Handling of Sensitive Information. The Prime Vendor shall maintain, transmit, retain in strictest confidence, and prevent the unauthorized duplication, use and disclosure of information. The Prime Vendor shall provide information only to those employees of the Prime Vendor and its subcontractors who have a need to know such information in the performance of their duties under this contract. Information made available to the Prime Vendor by the Government for the performance and administration of this effort shall be used only for those purposes and shall not be used in another way without the written agreement of the Contracting Officer.

B. THEATER SUPPORT

1. Management

i. The Prime Vendor shall ensure that all of its employees, subcontractors, subcontractor's employees, invitees and agents comply with all guidance, instructions and general orders applicable to U.S. Armed Forces issued by the Theater Commander or his/her representative, as well as, all pertinent Department of the Army and Department of Defense directives, policies and procedures, as well as federal statutes, judicial interpretations and international agreements (i.e. Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, product protection and safety. Disputes are to be resolved by the Contracting Officer. Notwithstanding the above, the Contracting Officer is the only authorized official who may increase, decrease or alter the scope of work to be performed, and any orders or instructions interpreted by the contractor as impacting the scope or cost of the contract shall immediately be brought to the attention of the Contracting Officer for resolution. Please refer to the DoD Foreign Clearance Guide (FCG) at https://www.fcg.pentagon.mil/ for instruction on receiving country and theater clearance. This paragraph applies only to personnel.

ii. The Prime Vendor shall take reasonable steps to ensure the good conduct of its employees and shall at all times be responsible for the conduct of its employees and those of its subcontractors and invitees.

iii. The Prime Vendor shall promptly resolve, to the satisfaction of the Contracting Officer, all Prime Vendor employee performance and conduct problems identified by the Contracting Officer or his/her designated representative.

iv. The Contracting Officer may direct the Prime Vendor, at its own expense, to remove or replace any employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative. The Contracting Officer may also direct the Prime Vendor, at its own expense, to remove or replace any employee that has been determined to be a force protection risk. The Prime Vendor will replace any such employee within 72 hours or as instructed by the Contracting Officer.

2. Management Plan. The Prime Vendor shall develop a detailed management plan that describes the Prime Vendor's policies and procedures with regard to planning, organizing, staffing, directing, and controlling the performance of the contract, to include effective management methods and strategies, as well as cost effective management methods that provide the flexibility needed to effectively manage the US Government's requirements. The Prime Vendor shall articulate in written format, internal and external management processes that directly relate to the Statement of Work (SOW). At a minimum the plan shall address: contract administration; Government compliance; health, safety and environmental; human resources; program management; procurement and supply management; project controls; property controls; and security (physical, communication, operational, force protection). The Prime Vendor's management plan shall also include its plan to provide a bi-monthly manning document, deliverable to the COR, that discusses current manning levels and incoming personnel.

3. Personnel

i. Objective. The Prime Vendor shall provide a workforce possessing the skills, knowledge, training, equipment and certifications required to satisfactorily perform the services required for this contract. Documentation establishing and/or showing evidence that employee(s) possess the certifications, qualifications, and background checks required by contract must be presented to Prime Vendor, the OSC-I Office or designated representative prior to beginning duties. The private security personnel will not have been convicted of any felony. Personnel may not have been declared incompetent by reason of mental defect by any court of competent jurisdiction. Personnel may not be suffering from habitual drunkenness or from narcotics addiction or dependence as evidenced by a recognized drug/alcohol testing procedure or possession of unauthorized substances or paraphernalia. All Prime Vendor and subcontractor personnel under this contract must abide by General Order Number 1B and other policies which apply to Prime Vendor personnel.

ii. Availability. The Prime Vendor shall configure its resources such that no gaps in services occur resulting from leaves of absences and availability of physical resources such as weapons, vehicles and communication equipment.

iii. Personal Attributes. All Prime Vendor personnel shall be a minimum age of twenty-one (21) and not have a criminal record. Nor shall any Prime Vendor personnel have an existing warrant for any crimes. Prime Vendor personnel can be U.S. Citizens, Third Country Nationals, or Local National. The U.S. Government (USG) encourages the Prime Vendor to support the Local National Socioeconomic Program. At a minimum, no Prime Vendor personnel shall be affiliated with associations, elements, groups, organizations, and/or programs that seek to undermine the legitimacy and initiatives of the Government of the Countries they Operate in and USG. All Prime Vendor personnel shall be medically screened to ensure that they do not possess an existing health condition that would result in them being unable to perform their assigned duties.

iv. Language Requirement. The Prime Vendor shall employ only persons able to speak, read, write and understand English for those positions requiring them to interact with clients and other Government personnel, and/or where English is used or essential to provide product, or record data, information or service.

v. Contract Manager. The Contract Manager provides contractual interface between the Prime Vendor, sub-contractors, DLA Troop Support, and In-Country Officials and any designee. The Contract Manager provides expertise and coordination of modification compliance. The Contract Manager will identify and develop solutions to any contractual issues and implement approved solutions in coordination with the Government. The Contract Manager participates in all meetings addressing the contract and travels to the customer locations as required in performance of his duties.

vi. Customer Service Representative: The Prime Vendor shall assign, at a minimum,

one (1) full time dedicated Customer Service Representative (CSR) to the OCONUS warehouse to maintain continuous contact with the ordering activities, and especially with regard to emergency service requirement, product quality complaints, shipping discrepancies, and damaged product. Another full time dedicated CSR shall be assigned to oversee the Defense Transportation System (DTS) process as discussed herein. All customer service representatives CSRs are required to speak English and must have the authority to make binding decisions on behalf of the Prime Vendor on any concern, which, may occur. While English-speaking truck drivers are not required, they are preferred. In either instance, all truck drivers must be able to contact English speaking superiors at all times (via cellular phone or other direct line of communication) to allow for customers/Prime Vendor communication when necessary. At a minimum, quarterly visits to the customers or customer representatives under the resultant contract are required to show new items, product preparation, provide nutritional information and address any other concerns that the customers may have. Additionally, the Prime Vendor is required to have a representative attend scheduled management meetings at the customer locations. The name of the representative(s) and their telephone number, e-mail address, or any other method of communication shall be furnished within 30 days after award.

4. Risk Assessment and Mitigation. The Prime Vendor will brief its employees regarding the potential danger, stress, physical hardships and field living conditions of performing under this contract.

The Prime Vendor will conduct physical and medical evaluations of all its employees at its own expense to ensure that they are capable of enduring the rigors of performance under this contract. The Prime Vendor will designate a point of contact for all of its plans and operations. The Prime Vendor will prepare plans for support as required by contract or as directed by the Contracting Officer. For the purpose of issuing ID badges, and for access purposes, the Prime Vendor will provide a list of suitable or qualified subcontractors including local vendors in an area of operations.

5. Vehicle and Equipment Operation

i. The Prime Vendor shall ensure that employees possess the required civilian licenses to operate the equipment necessary to perform the contract in the theater of operations in accordance with the Statement of Work.

ii. The Prime Vendor and its employees may be held jointly and separately liable for all damages resulting from the unsafe or negligent operation of equipment.

6. Passports, Visas and Processing Procedures

i. At the Prime Vendor's employees and/or Prime Vendor's expense, all of its employees shall obtain all passports, visas, badges or other documents necessary to enter and/or exit any area(s) identified by the Contracting Officer. Prime Vendor personnel, as identified by the Contracting Officer or Contracting Officer Representative, may be authorized to receive Common Access Cards (CACs) and/or other Base Access Badges, which shall be issued by U.S. Government Authorities at the nearest available facility to the work location of the Prime Vendor.

ii. The Prime Vendor shall communicate directly with the customer to obtain all access requirements. A plan of action for adherence to access requirements must be submitted to the Contracting Officer within 30 days of contract award. The plan of action shall include the Prime Vendor's understanding of the access requirements per the U.S. Military and the various Governments covered under this solicitation and how long it will take to meet the requirements.

iii. All Prime Vendor employees shall be subject to the customs processing procedures, laws, agreements and duties of the country to which they are deploying.

7. Tour of Duty / Hours of Operation. The Prime Vendor may be required to perform 24 hours per day, 7 days per week, and 365 days per year, to include United States and local

government holidays. Working hours will correspond with the supported customer's mission requirements. The Prime Vendor shall comply with all duty hours and tours of duty identified by the Contracting Officer or his/her designated representative. The Contracting Officer, or his/her designated representative, may modify the work schedule to ensure the Government's ability to continue to execute its mission. The Prime Vendor must at all times maintain an adequate workforce to ensure uninterrupted performance of all tasks defined within this solicitation.

8. Life Support / Sustainment. All life support and logistical support will be furnished by the Prime Vendor, with the responsibility of securing real estate, facilities for offices and billeting, and motor pool residing with the Prime Vendor.

9. Cell Phones and Internet. The U.S. Government will not pay for rent, lease, purchase or sustainment of personal cell phones. U.S. Government cell phones will be provided on an as available and as required basis to perform official US Government business only. The U.S. Government will not provide internet services to the Prime Vendor's office buildings, unless specifically authorized by the Contracting Officer.

10. In-Transit Visibility (ITV) Software. The Prime Vendor shall integrate security movements into their ITV Requirements.

11. General Contractor Furnished Items and Services

i. General. The Prime Vendor shall furnish everything required to perform this requirement. The equipment required to perform the services will remain Contractor Furnished Equipment (CFE) and the U.S. Government will not take possession of it.

ii. Compliance. The Prime Vendor shall ensure that required items are acquired in accordance with all current applicable national and international laws and regulations. All property acquired by the Prime Vendor for the performance of this effort, shall be considered Contractor Furnished Equipment. The Prime Vendor shall hold title to that property. The Prime Vendor shall be responsible for the disposition of all Contractor Furnished Equipment unless directed differently by the Contracting Officer.

iii. Uniforms. The Prime Vendor may choose to designate a company uniform, but the Government does not require it and will not reimburse the Prime Vendor. There is no USG "dress code", however, inappropriate attire as determined by the Prime Vendor will not be permitted. The Prime Vendor shall provide all personnel, personal protective equipment Interceptor Body Armor (IBA) and gear, uniforms (Nomex suit and gloves or equivalent for Protective Security Detachment (PSD), Convoy Escort Team (CET), and CET members only). PSD's are required to wear professional attire. Logo t-shirts are prohibited unless part of a company's issued uniform.

iv. Personnel Identification. The Prime Vendor shall furnish an identification (ID) badge to each employee, which shall include at a minimum, a recent photograph, name of the employee, and name of the Prime Vendor.

v. Non-Tactical Vehicles (NTVs). The Prime Vendor shall furnish all NTVs required to perform this requirement. The Prime Vendor will also be responsible to provide maintenance on its NTVs. The Prime Vendor shall maintain a Vehicle Acquisition, Operation, Maintenance and Recovery Plan that addresses vehicle registration, licensing, permit requirements, make and model of vehicles, and type of maintenance performed. The Prime Vendor and the Contracting Officer, and/or authorized representative, shall have the right to inspect vehicles and maintenance work. Vehicles used by the Prime Vendor and subcontractor personnel while performing services under this contract shall not be painted or marked to resemble US/Coalition or host nation military and police force vehicles.

vi. Ethics Training. Prior to commencing contract performance, the Prime Vendor shall require all employees to complete ethics training. Ethics training shall cover FAR 3.104, Procurement Integrity, personal and organizational conflicts-of-interest IAW FAR Subpart 9.5.

Ethics training shall also instruct contractor employees on identifying actual and potential Organizational Conflicts of Interest, the reporting requirements within the SOW, and the requirements of FAR 9.505-4(b). Prior to commencing contract performance, the Prime Vendor shall furnish to the Contracting Officer evidence that each contractor employee has received training IAW this SOW Paragraph. This evidence shall include a signed statement by each Prime Vendor employee whereby the employee agrees that he or she will not discuss, divulge, or disclose any such information or data to any person or entity except those persons within the Prime Vendor's organization directly concerned with the performance of the contract. Prior to commencing contract performance, the Contractor shall obtain a financial disclosure agreement, similar in form/content of the Office Government Ethics (OGE) Form 450, for each employee assigned to the contract. The Prime Vendor shall also obtain financial disclosure agreements for all subcontractor employees assigned to the contract. If after award, the Prime Vendor discovers an employee's financial conflict of interest with respect to this contract, the Prime Vendor shall make an immediate and full disclosure in writing to the Contracting Officer. The disclosure shall include identification of the conflict, the manner in which it arose, and a description of the action the Prime Vendor has taken or proposes to take to avoid, eliminate or neutralize the conflict.

C. CONCEPT OF OPERATIONS (CONOPS) / CONTINUITY OF OPERATIONS (COOP)

1. During the life of the contract(s), should the Area Of Responsibility (AOR) be designated as "Contingency Operations" as defined in FAR Part 2, the Prime Vendor will be expected to comply with all regulations regarding the Contingency Operations.

2. COOP planning at all levels encompasses a broad scope of activities necessary to ensure the success of an organization in response to a threat or terrorist incident, a natural disaster or some other emergency situation. The Prime Vendor will be required to maintain a detailed contingency Concept of Operations (CONOPs) designed to ensure that you will be able to independently provide continued support to all DLA customers covered by this contract should any of your warehouse platform(s) become unusable for any reason including but not limited to the following: inaccessibility by road, destroyed by attack, infestation, lack of proper heating, air conditioning and cooling, loss of lease, arson, etc. or if any customer location(s) become inaccessible by road. The Prime Vendor must have the capability to perform the CONOPs at all times throughout the life of the contract. From time to time, the Prime Vendor may be required to update its CONOPs based on conditions on the ground. This contingency CONOPs may be tested at any time throughout the life of the contract. Such testing will be at no additional costs to the Government and shall be included in the Prime Vendor's Distribution Price.

D. MANDATORY ELIGIBILITY FOR INSTALLATION ACCESS

1. U.S. and Coalition Commanders possess inherent authority to maintain law and order, provide security, and impose discipline necessary to protect the inhabitants of U.S. and/or Coalition installations, U.S. and Coalition personnel operating outside of installations, and U.S. or Coalition-funded developmental projects in the AOR. This authority allows commanders to administratively and physically control access to installations and/or project sites, and to bar contractors – including prime contractors, subcontractors at any tier, and any employees, from an installation or site. A commander's inherent Force Protection ("FP") authority is independent of an agency's contracting authority, and it may not be superseded by any contractual term or provision.

2. An offeror/Prime Vendor acknowledges that submission of a bid, offer, or a proposal; acceptance of contract award of any type; or continuing effort under any resultant contract requires that the Prime Vendor, and all subcontractors under any affected contract, be initially eligible, and remain eligible during the entire period of contract performance to include any warrant period, for installation/base access to a U.S. and/or Coalition installation, regardless of whether the performance will take place on or off a U.S. or Coalition installation. Failure to obtain

or maintain installation/base access eligibility for the Prime Vendor, or any subcontractor, may render a proposal unacceptable or be grounds for termination for cause.

3. Currently, to be eligible for installation access, Contractors are required to register for installation access in the Joint Contingency Contracting System (JCCS) and are responsible for keeping the information in the system updated at all times. NOTE: Registration for CENTCOM subcontractors is not required at this time, however, this may be subject to change. In the event that installation access requirements change, including the requirement to ensure subcontractors are registered, Contractors will be required to register subcontractors at all relevant tiers. Regardless of whether subcontractors must be registered or disclosed, prime Contractors are required to ensure they are subcontracting with responsible companies and a subcontractor's responsibility may impact a determination regarding a prime Contractor's responsibility.

E. CYBERSECURITY REQUIREMENTS

1. Incident Reporting: In addition to adhering to the reporting requirements as outlined in DFARS clause 252.204-7012, when the contractor discovers a cyber-incident that affects covered defense information or the contractor's ability to meet the requirements of the contract, the contractor will:

i. Provide the results of any reviews conducted for evidence of compromise of covered defense information or that affect the Contractor's ability to provide operationally critical support, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts.

ii. Rapidly report the incident(s) to the applicable Contracting Officer and the DLA Cyber Resilience Program Office (the point of contact information will be provided at the time of contract award).

iii. Preserve and protect relevant artifacts (e.g., configurations, audit logs, packets, etc.) for at least 90 days from the submission of the cyber-incident report so that if it is deemed necessary, DLA's Cyber Resilience Program Office or Cyber Emergency Response Team may request access to this the artifacts.

iv. Provided, upon request, by the Contracting Officer on behalf of the DLA Cyber Emergency Response Team, access to additional information (to include damage assessment information gathered, etc.) or equipment that is necessary to conduct a forensic analysis related to an identified incident.

2. Independent Verification and Validation: In addition to adhering to the cybersecurity requirements as outlined in DFARS clause 252.204-7012, specifically the derived requirements in NIST SP 800-171, as it relates to "security and risk assessments", the contractor will:

i. Upon request, provide the Contracting Officer and the DLA Cyber Resilience Program Office a copy of the most current plan of action to mitigate or correct identified weaknesses and vulnerabilities within information system(s) owned and operated by the contractor, which enables the contractor's ability to meet the requirements/deliverables outlined within the solicitation.

ii. Allow DLA's Cyber Assessment Team or a 3rd Party Assessor (DLA will be privy to all the standards and requirements of the 3rd Party Assessor prior to agreeing to this) to perform a security assessment (Penetration test, etc.) of the information systems owned and operated by the contractor. This will be a measured assessment with pre-defined IP address ranges identified up front and will include technical and operational reviews designed to test the rigor of all required security controls implemented.

a. If this assessment is to be performed by DLA's Cyber Assessment Team, the rules of engagement that will govern this action will be provided to the contractor within 90 days of the actual engagement.

3. Other Safeguarding or Reporting Requirements: The cybersecurity requirements identified for this solicitation and resultant contract(s) in no way abrogates the contractor's responsibility for other safeguarding or cybersecurity related reporting, etc., as it pertains to its covered information systems as required by other applicable clauses within this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

4. Subcontracts: The contractor shall include all the cybersecurity requirements detailed above in all subcontracts and agreements with applicable third parties.

IX. QUALITY CONTROL, QUALITY ASSURANCE AND INSPECTIONS

A. PRODUCT QUALITY

1. Shelf-life:

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

ii. For items produced with shelf-life greater than 180 days, no product shall be delivered to customers with less than 30 days manufacturer's original shelf-life remaining unless the customer and Contracting Officer grant prior written approval.

iii. For items produced with shelf-life less than 180 days, no product shall be delivered to customers with less than 15 days manufacturer's original shelf-life remaining unless the customer and Contracting Officer grants prior written approval.

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

Products required by the DLA Troop Support Item Description to be chilled must be maintained and delivered to the customer chilled unless approved by the Contracting Officer. Products required to be frozen must be delivered frozen to the customer unless approved by the Contracting Officer. Some products commonly sold as "Chill" in the commercial market may be required to be frozen, as described and identified as "Frozen" within the DLA Troop Support item description. This is due to customer need and shipment to OCONUS locations, so these specific items should be purchased frozen from the manufacturer. These short shelf-life "chilled" items that require delivery/storage in a frozen state may include, but are not limited to: hot dogs, bologna, bacon, deli meats, cooked hams, other cooked meats, and cheeses. These items should be frozen at the manufacturer's plant. If the manufacturer does not have this capability, then the Prime Vendor is responsible for ensuring compliance with this requirement. These items identified as "Frozen" shall be blast-frozen by the Prime Vendor following the manufacturer's "Freeze-by- Date" guidelines to preclude degradation and extend shelf-life. The Prime Vendor's label shall correlate with the manufacturer's frozen shelf-life recommendations for each type of product. All documentation of the manufacturer's recommended "Freeze-by-Date" and the frozen item recommended shelf life should be available for review if the product is blast-frozen at the Prime Vendor's or subcontractor's facility.

NOTE: A product designated by DLA Troop Support as "Frozen" shall never be frozen using a slow-frozen process.

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

vii. MSC Cargo:

a. For CARGO Resupply Ships, all products with a manufacturer's original shelf life of 365 days or more shall have a minimum of 50% (6 months or more) of the manufacturer's original shelf life remaining at time of delivery.

b. For CARGO Resupply Ships, all products with a manufacturer's original shelf life of less than 365 days shall have at least 50% of the manufacturer's original shelf life remaining at time of delivery and not less than 120 days shelf life remaining.

c. The Contractor shall provide shelf-life data for all line items for each individual customer in electronic format (Microsoft Excel or similar) no later than 24 hours prior to product delivery. Shelf-life data shall include stock number, Food Item Code (FIC), item description, case weight/cube/size/case pack, unit pack, quantity (quantity is the number of cases delivered for each item), the gross weight and cube, the contract and delivery order number, and manufacturer date, expiration dates, date of pack, Lot #, requisition number, quantity, unit of issue, "best when use by" date, date of processing/pasteurization.

viii. MSC Personnel & USS Ships:

a. For items produced with shelf life greater than 180 days, no product shall be delivered to customers with less than 30 days manufacturer's original shelf life remaining unless the customer and Contracting Officer (KO) grant prior written approval.

b. For items produced with shelf-life less than 180 days, no product shall be delivered to customers with less than 15 days manufacturer's original shelf life remaining unless the customer and Contracting Officer (KO) grant prior written approval.

2. Expired Product/Shelf-Life Extensions. It is NOT DLA Troop Support's Policy to grant shelf-life extensions for Prime Vendor product. However, on a limited case by case basis, the Contracting Officer reserves the right to authorize shelf-life extensions taking into consideration the reason for the request, manufacturer letter of extension granted, customer approval, Military Inspection Service availability and approved price reduction offered. No product shelf-life extension shall be granted without a product price reduction of 10% or more for each line approved. The procedures for a Prime Vendor's request for shelf-life extensions for prime vendor product are as follows:

i. The Prime Vendor submits the extension request to the Contracting Officer. The paperwork shall include the following: NSN, Part Number, Item Description, original number of cases received, date received at PV facility, Manufacturer's original expiration date, number of cases issued, number of cases remaining/in-stock, Dollar Value, Price Reduction Offered, Reason/Justification for the request (slow-moving, error on quantity ordered VS quantity requested by customers, etc.), Manufacturer Letter of Extension, and Manufacturer's extended expiration date. If acceptance of request is considered by the Contracting Officer, the Contracting Officer Representative (COR), as designated, coordinates/requests inspection of products from the local Military Inspection services (Veterinarian/Medical) for each specific product on the list.

ii. The Military Inspection Services (Veterinarian/medical personnel) inspect each product (in accordance with its list of priorities) for wholesomeness and fit for continued use. Products found fit for a shelf-life extension should be extended by the Military Inspection Services taking into consideration the length of the extension guarantee by the manufacturer and its own inspection results. Items fit for continued use should be extended using a MEDCOM Form 817 Quality Assurance Representative's Correspondence form or other approved inspection document. The shelf-life of a product will not be extended, regardless of the Manufacturer Letter of Extension, if the Military Inspection Services inspection results indicates unwholesomeness or product is not fit for continued use. Product(s) that has been approved for shelf-life extension but does not pass inspection, will not be issued.

iii. The Contracting Officer and/or COR coordinates with customers (Theater Food Service Advisors) regarding over-aged product, provides list of items inspected and found fit for continued use by the Military Inspections Services, and requests customer agreement to receive the product.

iv. If a shelf-life extension is approved in accordance with the above specified procedure, the Contracting Officer replies to the Prime Vendor with acceptance of the submitted request for extension package for each approved item. The Contracting Officer and/or COR coordinates shelf-life extension approvals to ensure items extended are issued immediately to customers agreeing to receive the products to preclude further product degradation. A copy of the shelf-life extension approval (MEDCOM Form 817 and/or other Military Inspection Services paperwork) must accompany each shipment containing the extended product. Shelf-life shall only be extended once for any specific product. All requests for shelf-life extensions for products that were previously (shelf life) extended will be rejected by the Contracting Officer.

v. In circumstances where an exception to the above shelf-life requirements has been granted, the reduced product price must be reflected on the customer's catalog before the excepted items are ordered by customer. The awardee must submit a catalog price change via 832 EDI transaction to reflect the agreed upon product price reduction. It is the awardee's responsibility to monitor the inventory which has been approved for extension and notify the Contracting Officer and/or Contract Specialist when that inventory is depleted. Once the extended product has been depleted, the awardee is responsible for submitting another catalog price change via 832 EDI transaction to change the catalog price to the appropriate product price. While DLA Troop Support will attempt to request special catalog runs to process these transactions, special catalog runs are not guaranteed. After the approved extended product is depleted from inventory, the awardee remains responsible for full contract performance, including filling orders for those items, throughout the time until the catalog can be updated. DLA Troop Support will not entertain any catalog price reconciliations for products that were sold at the reduced product price before the catalog could be updated. DLA Troop Support will not grant any fill rate exceptions relating to product not shipped before an 832 transaction is run to update the product price.

vi. The Contractor must request customer approval prior to delivering any product that has an extended shelf life.

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

i. Product Quality. When designating an item as a match for the DLA Troop Support item in the Market Basket, the item must be:

a. Identical in respect to packaging when the DLA Troop Support unit of issue is not described by weights (i.e. pound or ounce).

b. Identical for portion control items, except that pack size may vary. For example, NSN 8905-00-133-5889 "Beef Braising Steak, Swiss" is described as "frozen, formed, portion-cut, not mechanically tenderized, US Choice Grade or higher, 6 oz each, NAMP 1102 or equivalent, from knuckle, inside round, Eye of Round, or Outside Round, 53 lbs. per box." The requirement for the formed six (6) ounce portion must be identical. However, if the commercial pack size were a 15-lb. box, it would be acceptable by modifying the unit of issue ratio in the STORES ordering system. With respect to the previous examples, the DoD ordering activities require continuity with the DoD unit of issue for proper inventory and accounting within DoD.

c. Equivalent in respect to grade or fabrication.

ii. All items must meet or exceed the Government's item description of its assigned Government stock number.

4. Security Considerations / Product Protection / Food Defense

i. The awardee shall submit a Food Defense plan to be reviewed for acceptability prior to the start of deliveries under any resultant contract. As well as the Food Defense Plan describing what steps the awardee has taken and will take to prevent product tampering and contamination, their firm will also describe what steps have been or will be taken that relate to overall plant security and food safety. The contractor must describe in detail the types of measures in place or scheduled to be put in place for the performance period of this contract. DLA may request a copy of a firm's Food Defense Plan at any time during the evaluation of the solicitation.

B. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS

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

Any warehouse/storage facility used by the Prime Vendor to store food products intended for DLA customers must be inspected for sanitation and food defense compliance during Joint Quality Audits performed by USDA-Agricultural Marketing Service (AMS)' and DLA Troop Support's Quality Auditors or by USDA-AMS' Auditors as requested/directed by DLA.

NOTE: If the Prime Vendor stores, distributes, processes, and/or ships fresh fruits and vegetables (i.e. produce) to DLA customers, the USDA Guidance for fresh fruits and vegetables is the USDA-AMS Good Agricultural Practices Plus (GAP+)//Good Handling Practices (GHP). As applicable, a Hazard Analysis and Critical Control Point (HACCP) Audit will be performed if a fresh cut operation is performed at the Prime Vendor's facility..Bulk Fresh fruits and vegetable suppliers must be inspected and listed under the USDA-AMS GAP+ and/or the GHP Directory.

C. WARRANTIES

The supplies furnished under the resultant contract shall be covered by the most favorable commercial warranties that the Prime Vendor gives to any of its customers, whether Government or commercial. The supplies and the rights and remedies provided therein are in addition to, and do not limit, any rights afforded to the Government by FAR 52.212-4(o) "Warranty", "Terms and Conditions—Commercial Products and Commercial" (DEVIATION 2026-O0038) (FEB 2026)) and any addendum contained in the solicitation. The Prime Vendor will provide a copy of its most favorable commercial warranty to the Contracting Officer after award.

D. QUALITY PROGRAM

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

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

3. The Prime Vendor shall have inspection procedures that ensure the receipt, storage and

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

4. The Prime Vendor shall develop and maintain a quality program for the product acquisition, warehousing and distribution to assure the following:

i. Standardized product quality;
ii. Wholesome product by veterinary standards;
iii. The usage of First-Expired, First-Out (FEFO) principles
iv. Product shelf life is monitored;
v. Items are free of damage;
vi. Items are segregated in OCONUS warehouses from commercial products;
vii. Correct items and quantities are selected and delivered;
viii. Ensure requirements of the Berry Amendment are met, when applicable;
ix. Customer satisfaction is monitored;
x. Product discrepancies and complaints are resolved and corrective action is initiated;
xi. Manufacturer, FDA, or DoD initiated food recalls are promptly reported to customers and DLA Troop Support;
xii. Compliance with Environmental Protection Agency and Occupational Safety and Health Administration (OSHA) requirements;
xiii. Distressed or salvaged items or products shall not be used;
xiv. Applicable food products delivered originate from a source listed as a Sanitarily Approved Food Establishment for Armed Forces Procurement;
xv. Hazard Analysis and Critical Control Point (HAACP), if applicable;
xvi. Commercial standards are used to maintain temperatures appropriate for individual items.

E. QUALITY SYSTEMS MANAGEMENT VISITS AND AUDITS

1. Quality Systems Management Visits ("QSMVs")

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

ii. The Prime Vendor must provide the Government with a report showing all DLA Troop Support catalog products sorted by location when the QSMV Team arrives. The Prime Vendor's Non-Price (Technical) proposal will be incorporated by reference into the contract.

iii. The Prime Vendor will be responsible for complying with its Non-Price (Technical) proposal. Procedures and processes set forth in the Prime Vendor's Non-Price (Technical) proposal may be used as standards for a QSMV. If there is any conflict between the solicitation language and the Prime Vendor's Non-Price (Technical) proposal, the solicitation language governs.

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

2. Product Quality Audits:

i. Basic Audits

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

- Prime Vendor adherence to contract requirements;
- The quality level of the materials supplied is satisfactory and uniform throughout the DLA Troop Support -FT Subsistence Prime Vendor Regions; and
- There is no product misrepresentation or unapproved substitution.
- The Audit objectives are accomplished utilizing the expertise of the U.S. Dept. of Agriculture (USDA) Agricultural Marketing Service (AMS) Meat, Poultry and Processed Products Graders, U.S. Dept. of Commerce (USDC) National Marine Fisheries Services, and DLA Troop Support -FT Quality Assurance personnel. Representatives from the above agencies form the DLA Troop Support Worldwide Food Audit Team.
- Each Prime Vendor will undergo an initial audit once per contract tier pricing period with the first audit occurring during the first tier pricing period and other audits occurring once during each subsequent tier pricing period. The Audits are conducted as a product cutting. The average cost of one Food Audit is approximately $17,500 (product cost only). As a Prime Vendor, your firm will be expected to provide samples of the Government's choice at a cost of approximately $17,500 per audit. Additional costs may be incurred by the Prime Vendor if the Prime Vendor's facility does not have a facility/kitchen or the equipment needed to perform the audit. The Government will not pay for any products used during the food audit. All costs associated with these audits must be included in your standard distribution prices. Product destruction and transportation to the destruction site, if applicable, will be the responsibility of the PV.

ii. Audit Process

a. The Prime Vendor will be given advanced notice of sixty (60) calendar days of an impending audit. Notwithstanding this, the Government reserves the right to conduct unannounced Produce Quality Audits or QSMVs.

b. DLA Troop Support PV Quality Audits are typically a three (3) day process. Day one is devoted to sample selection at the Prime Vendor's warehouse. Day two and three encompass the performance of the actual audit.

c. If the Prime Vendor stores, distributes and/or ships fresh fruits and vegetables to DLA customers, a Produce Quality Audit may be conducted in conjunction with the Prime

Vendor Quality Audit or separately. Also, a Joint DLA/USDA-AMS Good Agricultural Practices Plus (GAP+)//Good Handling Practices (GHP)//Hazard Analysis and Critical Control Point (HACCP) (if fresh-cut operation performed at the Prime Vendor facility) will be performed. A Produce Quality Audit is typically a two (2) day process. Day one is devoted to sample selection at the Prime Vendor's warehouse and performance of the USDA Harmonized GAPAudit. Day two encompasses the performance of the actual Produce Quality audit, a Joint USDA-AMS effort. Warehouse/storage facility used by the Prime Vendor to store food products intended for DLA customers will be inspected for sanitation and food defense compliance during Joint Quality Audits performed by USDA-AMS' and DLA Troop Support's Quality Auditors or by USDA-AMS's Auditors as requested/directed by DLA. Checklists and resources related to the USDA Harmonized GAP Audit can be found here: https://www.ams.usda.gov/services/auditing/gap-ghp/harmonized.

d. Upon arrival at the Prime Vendor's facility (Day One), the Lead Auditor will provide a list of items identified for evaluation and the samples will be selected by a USDA AMS Auditor. The Lead Auditor will accompany the USDA-AMS during the performance of the GAP+/GHP Audits.

e. Items selected for evaluation will be segregated from the Prime Vendor's regular inventory and appropriate procedures shall be used to maintain the integrity of the samples. Evidence that the Prime Vendor has replaced or tampered with samples or otherwise interfered with the audit samples and/or audit process, will result in the contractor failing the audit. One or more audit failures may be grounds for terminating the contract.

f. During the Produce Quality Audit (Day Two), the DLA Troop Support Lead Auditor will assign an item rating based on compliance with or departure from stated requirements in the DLA Troop Support NSN catalog and the specified US Grade Standard. Items will also be audited to determine compliance with the Berry Amendment, approved source requirements, FDA Retail Food Code, USDA Warehousing Standards, Good Manufacturing Practice, additional provisions of the Code of Federal Regulations and other applicable standards.

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

PRIME VENDOR PRODUCT AUDIT RATINGS (COLOR CODE RATING SYMBOLOGY)

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

- **NO ACTION REQUIRED**

MINOR NONCONFORMANCE (YELLOW) = Not fully acceptable. A minor nonconformance is a deviation from the contract or the item description stock number requirements. This minor nonconformance is not likely to materially reduce the usability or serviceability of the item for its intended purpose or affect its condition and/or the continued storage of the item for further use. Examples of minor nonconformance's: Cataloging issues; Minor workmanship/fabrication violations; Minor weight/portion control violations; Items that exhibit very slight freezer burn or dehydration on some sample units; Minor deviations from packing, packaging, labeling and marking requirements that would not necessitate a regulatory market suspension or affect DLA Troop Support ability to recall the item.

- **ACTION REQUIRED**: This nonconformance requires attention from the Prime Vendor. Minor nonconformances may be tolerated by the customer for a short period of time (until the Prime Vendor receives a new product at its OCONUS facility, but for no more than 30 days at CONUS locations).

MAJOR NONCONFORMANCE (BLUE) = A major nonconformance, other than critical, is a deviation from the contract or the item description stock number requirements. This major nonconformance is a deviation that materially affects or is likely to have a major effect on the serviceability, usability, condition and/or continued storage of an item for further use. Examples

of major nonconformance's: Domestic source/regulatory/approved source violations; Wrong item; Grade failures or mismatch; Major workmanship/fabrication violations; Major weight/portion control violations; Item shelf life/ expiration date violations; Not latest season pack/crop year violations; Items that exhibit major freezer burn or dehydration, temperature abuse, and/or other off condition that although not likely to result in hazardous or unsafe conditions, the defect and/or combination of defects materially affect the item serviceability for its intended purpose and/or prevents the performance and production of an end item/meal by the customer; and/or major deviations from packing, packaging, labeling and markings that would necessitate a regulatory market suspension or have a major effect on DLA Troop Support's ability to recall the product.

- **ACTION REQUIRED**: Prime Vendor is required to STOP ISSUE of the item, unless otherwise approved by the Contracting Officer.

CRITICAL NONCONFORMANCE (RED) = A critical nonconformance is a deviation that judgment and experience indicate consumption of the item is likely to result in hazardous or unsafe conditions for individuals. An item will receive a Red Rating if it contains a critical defect(s) that involve food safety issues such as wholesomeness, foreign material, contamination or adulteration issues that judgment and experience indicate consumption of the item is likely to result in hazardous or unsafe conditions for individuals. Examples of critical nonconformance's: Items with food safety concerns are those items that exhibit decomposition, contamination, foreign material, and/or other conditions that render an item unfit for human consumption.

- **ACTION REQUIRED**: Prime Vendor is required to STOP ISSUE of the item, immediately NOTIFY DOD CUSTOMERS, REQUEST RETURN of the item in question, and notify supplier/producer of the item (if applicable).

NOTES:

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

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

iii. Audit Preparation

a. The Prime Vendor is responsible for and will bear all costs for the facility and the equipment/supplies used during the audit. Immediately upon receipt of the audit notification, the Prime Vendor shall make arrangements to use their normal product cutting room/kitchen (if

adequate) or find another facility for the audit. If there is no space available at the Prime Vendor facility or the space is inadequate other arrangements must be made by the Prime Vendor. The room must be equipped with running water. Cleanup of the cutting area/room and continuous cleanup of equipment will be the Prime Vendor's responsibility. The Prime Vendor must call the Lead Auditor to discuss the location, adequacy of the facility, and equipment available as soon as possible but no later than 45 Calendar days prior to the audit. The following is the list of equipment / personnel that may be needed:

- Freezer storage area to store samples selected.
- Chill area for tempering product for approximately 10+ pallets.
- Tables for conducting the audit and demonstration.
- Sinks/wash area equipped with sanitizing soap for cleaning knives and equipment.
- Water jet spray attachment for the sink.
- Pans or work area in close proximity to a sink area to drain/purge from packaged product.
- Deep fat fryer.
- Microwave.
- Test Weights – A scale capable of weighting portion control items and roasts; a large scale capable of weighting large cases (weighing up to 100 pounds); a digital portion scale capable of weighting in ounces and grams. And capable of measuring down to the nearest hundredth is preferable and a set of test weights with a recommended weight range of 1.0 ounce to 1 pound.
- A minimum of 10 large flat baking sheet pans, plastic trays or some type of tubs to place thawed meats. Cart to move samples around.
- Cutting boards (two or three).
- Large trash cans with bags.
- Power hook-up for 3-4 computers. Access to a copy machine.
- Small box for ground beef samples (Approx. 10 oz) and dry ice or cold packs for mailing.
- Miscellaneous supplies: Paper towels; heavy-duty plastic bags; one box of large latex gloves; paper flip chart/easel with markers (RED, BLUE, ORANGE, GREEN, BLACK); cellophane tape.
- Optional but considered highly desirable: Cloth towels and floor covering to maintain clean and sanitary floor areas.
- A camera and a person to take digital pictures during the audit may be required.
- A copy of the pictures will be e-mailed to the DLA Troop Support auditor at the end of the audit.

b. Sample List/Selection of Samples

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

d. Upon tempering the items will need to be placed in a chilled environment. All samples must be stored in controlled conditions to protect from abuse or tampering. The meat

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

NOTE: Certification/Documentation. To avoid delays/questions during the audit, the Prime Vendor should ensure that ALL products intended for DLA Troop Support customers are derived from Approved Sources and meet the Berry Amendment requirements (unless otherwise is indicated in the contract or authorized by the Contracting Officer). The Prime Vendor should obtain and have the following certifications/documentation available during the sample selection (preferable) and/or during the audit should the Lead Auditor need to review documentation to verify compliance with the following: All Seafood items are required to originate from an approved domestic source; processed fruits and vegetables are required to be from the latest seasonal pack (crop year) available, so be prepared to provide seasonal pack/crop year information for samples selected; and any item on the list that is required to be certified must be available for review.

iv. Audit Results

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

v. Follow-Up Audits

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

Additionally, the Prime Vendor may be liable for Government costs (USDA-AMS/USDC inspection costs, travel, per diem, administration, etc.) incurred as a result of performing a follow-up audit. During a follow-up audit only those commodities that failed the initial audit (scored < 85%) will be audited. Also, a commodity that had an unreasonable number of items not-in-stock (more than 50% of items listed in the PV's catalog were NIS) during the initial audit, may also be audited during a follow-up. If the follow-up is a one-day audit (one or two commodities) these samples may require removal from refrigeration and/or frequent monitoring by Prime Vendor personnel the previous day/evening to ensure thawing within a 24-hour period. Additionally, the DLA Troop Support -FTSB's Lead Auditor may stop at the facility to review the thawing progress the evening before the audit.

vi. Audit failures

As noted herein, audit failures and/or failure to take corrective action will be grounds for terminating the contract. The Government may, at its discretion, take other action

to address the audit failure such as, but not limited to unannounced QSMVs or follow-up audits. Such action will not constitute Government forbearance or waiver of the deficiency and will not affect the Government's right to terminate the Prime Vendor contract or pursue other corrective or adverse actions against the Prime Vendor.

F. WAREHOUSING AND SANITATION PROGRAM/STORED PRODUCT PEST MANAGEMENT

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

1. Sanitary Conditions

i. Food establishments.

a. All establishments and distributors furnishing subsistence items under DLA Troop Support contracts are subject to sanitation approval and surveillance as deemed appropriate by the Military Medical Service or by other Federal agencies recognized by the Military Medical Service. The Government does not intend to make any award for, nor accept, any subsistence products manufactured, processed, or stored in a facility which fails to maintain acceptable levels of food safety and food defense, is operating under such unsanitary conditions as may lead to product contamination or adulteration constituting a health hazard, or which has not been listed in an appropriate Government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (ii) and (iii) below, product furnished as a result of this contract will originate only in establishments list in the Veterinary Services Information Management System (VSIMS) at https://sph.health.mil. Compliance with the current edition of DoD Military Standard 3006A, Sanitation Requirements for Food Establishments, is mandatory for listing of establishments in the Worldwide Directory. Suppliers also agree to inform the Contracting Officer immediately upon notification that a facility is no longer sanitarily approved and/or removed from VSIMS and/or other Federal agency's listing, as indicated in paragraph (ii) below. Suppliers also agree to inform the Contracting Officer when sanitary approval is regained, and listing is reinstated.

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

c. Meat and meat products and poultry and poultry products may be supplied from establishments which are currently listed in the "Meat, Poultry and Egg Inspection Directory, published by the United States Department of Agriculture, Food Safety and Inspection Service (USDA, FSIS), at https://www.fsis.usda.gov/inspection/establishments/meat-poultry-and-egg-product-inspection-directory. The item, to be acceptable, shall on delivery, bear on the product, its wrappers or shipping container, as applicable, the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to the Federal Meat and Poultry Products Inspection Acts must be listed in VSIMS for those items.

d. Intrastate commerce of meat and meat products and poultry and poultry products for direct delivery to military installations within the same state (intrastate) may be supplied when the items are processed in establishments under state inspection programs

certified by the USDA as being "at least equal to" the Federal Meat and Poultry Products Inspection Acts. The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

e. Shell eggs may be supplied from establishments listed in the "List of Plants Operating under USDA Poultry and Egg Grading Programs" published by the USDA, Agriculture Marketing Service (AMS) at https://www.fsis.usda.gov/inspection/establishments/meat-poultry-and-egg-product-inspection-directory.

f. Egg products (liquid, dehydrated, frozen) may be supplied from establishments listed in the "Meat, Poultry and Egg Product Inspection Directory" published by the USDA FSIS at https://www.fsis.usda.gov/inspection/establishments/meat-poultry-and-egg-product-inspection-directory. All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

g. Fish, fishery products, seafood, and seafood products may be supplied from establishments listed "U.S. Establishments Approved For Sanitation And For Producing USDC Inspected Fishery Products" in the "USDC Participants List for Firms, Facilities, and Products", published electronically by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration Fisheries (USDC, NOAA) available at: https://www.fisheries.noaa.gov/resource/document/us-department-commerce-approved-establishments. All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the full name and address of the producing facility.

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

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

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

k. Establishments exempt from Worldwide Directory listing. Refer to AR 40-657/NAVSUPINST 4355.4H/MCO P1010.31H, Veterinary/Medical Food Safety, Quality Assurance, and Laboratory Service, for a list of establishment types that may be exempt from Worldwide Directory listing. (AR 40-657 is available from National Technical Information Service, 5301 Shawnee Road, Alexandria, VA 22312; 1-888-584-8332; or download from web site:

https://armypubs.army.mil/epubs/DR_pubs/DR_a/pdf/web/r40_657.pdf. For the most current listing of exempt plants/products, see VSIMS at https://sph.health.mil.

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

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

2. Delivery Conveyances

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

3. Federal Food, Drug and Cosmetic Act-Wholesale Meat Act

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

a. Shipped in interstate commerce,

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

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

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

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

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

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

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

G. DELIVERY TEMPERATURES, SHIPPING AND STORAGE REQUIREMENTS

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

i. In order for frozen items to be accepted by the receiving activity, the following criteria must be observed:

a. Packages must be solid, not soft, upon arrival;

b. Container and wrapping must be intact, not damaged, and in a solid condition;

c. Packages must be free of drip and show no evidence of thawing and re-freezing (i.e. watermarks on boxes; off odor) or dehydration; and

d. Cello wrapped packages will not be discolored or show other signs of freezer burn.

2. Items requiring "Protection from Heat" shall be stored and delivered at a temperature below 70 degrees Fahrenheit.

3. Items requiring chilled conditions shall be stored and delivered under refrigeration of 32 to 40 degrees Fahrenheit.

4. For ice cream, the recommended storage and delivery temperature is –10 degrees Fahrenheit and the temperature shall not exceed 0 degrees Fahrenheit

H. REJECTION PROCEDURES

1. If product is determined to be defective, damaged, and/or compromised in any other manner, it may be rejected by the authorized Government receiving official.

2. When product is found to be non-conforming or damaged, or otherwise suspect, the authorized Government receiving official shall reject the item and/or determine the course of action to be taken with the product in question. If present, the COR may be consulted. The final decision is to be made by the authorized Government receiving official or Contracting Officer.

3. In the event an item is rejected, the delivery ticket/invoice shall be annotated as to the item(s) rejected. These items shall then be deducted from the delivery ticket/invoice. The delivery ticket/invoice total must be adjusted to reflect the correct dollar value of the shipment.

4. Replacements will be authorized based on the customer's needs. Any replacement delivered items will be delivered under a separate delivery ticket/invoice utilizing a new call number, CLIN number, and delivery order number. These re-deliveries will not constitute an emergency requirement and therefore will have no additional charges. These re-deliveries shall be made by the Prime Vendor as soon as possible.

5. In the event that a product is rejected after initial delivery is made, the Prime Vendor may be required to pick up the rejected product at the direction of the Contracting Officer. If the

SPV is unable to pick up rejected product and there is a cost associated with the destruction at a customer location, the SPV will be responsible for those costs. Credit due to the ordering activity as a result of the rejected product being rejected, will be handled through a receipts adjustment processed in STORES. If the contractor has already been paid for the product, an offset will be issued through DLA Troop Support's financial system.

6. Government policy requires that product shall be inspected upon receipt as promptly as practicable. However, failure to promptly inspect or accept supplies shall not relieve the Prime Vendor from responsibility, nor impose liability on any of the customers, for nonconforming supplies.

7. Supplies transported in vehicles which are unsecured, show signs of tampering, not sanitary, or which are not equipped to maintain prescribed temperatures, may be rejected summarily without further inspection.

8. Product that is rejected shall not be delivered to any customer.

9. During the life of the contract, products may be placed on medical hold at the direction of but not limited to, the United States Army Veterinary Services, Veterinary Inspectors, the Contracting Officer; purchases from the supplier whose product is on medical hold, may also be placed on hold. Until product on medical hold is tested, released and deemed useable or not useable, the Prime Vendor is responsible for continuing to provide useable product of the same specifications or acceptable replacements. Any change in support during the medical hold, will be at no additional cost the Government.

I. AUTHORIZED RETURNS

The Prime Vendor shall accept returns under the following conditions:

1. Products shipped in error;
2. Products damaged in shipment;
3. Products with concealed or latent damage;
4. Products that are recalled;
5. Products that do not meet shelf life requirements;
6. Products that do not meet the minimum quality requirements as defined for the items listed in the catalog;
7. Products delivered in unsanitary delivery vehicles;
8. Products delivered that fail to meet the minimum/maximum specified temperature;
9. Quantity excess as a result of order fulfillment error by the contractor and/or purchase ratio factor error; and
10. Any other condition not specified above that the customer(s) determines to be a valid reason.

J. SHORT SHIPMENTS AND SHIPPING ERRORS

1. The authorized Government acceptance official will annotate short shipment(s) on the delivery ticket/invoice that accompany the delivery. Once complete, the acceptance official will print their full name, sign and date the delivery ticket/invoice. The Prime Vendor's representative (i.e. the truck driver/pilot), will acknowledge and countersign the delivery ticket/invoice. Both Government acceptance official's and the Prime Vendor's representative's signatures MUST be legible. If either signature is not legible, the delivery ticket/invoice payment may be delayed or not processed at all.

2. Any product delivered in error by the Prime Vendor must be picked up on the next delivery day after notification by the ordering facility.

K. U.S. ARMY VETERINARY SERVICE - INSPECTORS AND INSPECTIONS

As described and detailed in this solicitation, all inspections by US Army Veterinary Services, typically represented by MEDCOM veterinary personnel, shall be conducted in accordance with 48 CFR Part 246, Army Regulation (AR) 40-657, AR 40-656, and any other rule, regulation, or standard food inspection policy applicable to the Subsistence Prime Vendor operating within the geographic areas under this solicitation. Any and all inspection determinations made by Army Veterinary Service shall be final.

L. MILITARY INSPECTION AT DESTINATION

1. All deliveries are subject to military inspection at destination. Delivery vehicles may be required to stop at a central location for inspection before proceeding to the assigned delivery point(s). Additionally, upon completing the delivery (or deliveries) and before the carrier leaves the installation, copies of the invoices may be required to be delivered to a central "Accounting Office" activity on the installation after all drops have been made and prior to the carrier's departure from the installation.

2. Under normal conditions, all deliveries shall be F.O.B. Destination to the end user delivery points. The delivery points are indicated in the Customer Section below. For Prime Vendor deliveries of product from the OCONUS facility(s), all items will be delivered to end-user customer delivery point's loading platform (unless otherwise indicated) and be free of damage, with all packaging and packing intact. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charge involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the final destination. The Prime Vendor may be liable directly to the USTRANSCOM carrier(s) for charges for detained containers, port storage of detained containers, and maintenance of detained refrigerated containers. The Prime Vendor shall pay and bear all charges to the specified point of delivery. For complete definition of F.O.B. Destination, see FAR 52.247-34, F.O.B. DESTINATION (Nov 1991), which is incorporated into this solicitation by reference.

i. FOB Destination Shipments: All shipments, unless otherwise specified by the Contracting Officer.

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

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

iv. The authorized Government receiving official at each delivery point is responsible for inspecting and accepting products as they are delivered. The delivery ticket/invoice shall not be signed prior to the inspection of each product. All signatures, whether from the Prime Vendor or the customer, must be legible so that the individual signing may be identified and questioned in the circumstance of any dispute that may arise.

v. All overages/shortages/returns are to be noted on the delivery ticket/invoice by the authorized Government receiving official and truck driver/pilot. A signature on the delivery ticket/invoice denotes acceptance of the product.

vi. The Prime Vendor shall forward three (3) copies of the delivery ticket/invoice with the shipment. The authorized Government receiving official will use the delivery ticket/invoice as the receipt document. Two (2) copies of the signed and annotated delivery ticket/invoice will serve as the acceptance document and should be returned to the driver. The third copy is for the customers records. No invoice may be submitted for payment until acceptance is verified.

vii. The Prime Vendor shall forward the original receipts to the posting authority at the supporting FLC or CTF63.

3. Under special circumstances, i.e., special military exercises, F.O.B. Origin terms will apply. In these instances, **the Government will accept product at the Prime Vendor's CONUS facility (FOB Origin) and a fifty percent (50%) reduction of the Distribution Price shall be applied.** For complete definition of F.O.B. Origin, see FAR Clause, 52.247-29, F.O.B. ORIGIN (Feb 2006), which is incorporated into this solicitation by reference. On any F.O.B. origin shipment, the Prime Vendor must arrange for USDA Inspection and is responsible for associated cost.

i. FOB Origin Shipments – Only when specified by the Contracting Officer.

ii. Inspection and acceptance of products will be performed at the Prime Vendor's CONUS distribution point by a USDA official (costs for this inspection program are borne by the Prime Vendor). Inspection will normally be limited to identity, count, and condition. The USDA official will sign the contractor prepared DD Form 250 form denoting acceptance of the product by the Government. Invoices matching the DD250 quantities along with a copy of the DD250 will be express mailed by the Contractor to both DLA Troop Support and the end customer.

X. PACKAGING, PACKING, AND LABELING

1. All packaging and packing shall be in accordance with best commercial practices. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug and Cosmetic Act and regulations promulgated there under. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code. The Prime Vendor shall be responsible for complying with any applicable packaging, packing, and marking regulations of the various countries in/through which product will be stored/transported.

2. Semi-perishable items shall be snugly packed in shipping containers that fully comply with the National Motor Freight Classification and Uniform Freight Classification Code, as applicable.

3. All food and beverage products shall be identified with open code dates clearly showing the use by date, date of production, date of processing/pasteurization, sell by date, best if used by date, or similar marking indicating the end of the guaranteed freshness date. The Prime Vendor shall provide a code book for label/date verification.

4. All meats, poultry, and seafood will be vacuum packed when practicable. In all instances the packaging must protect the product from freezer burn and contamination.

5. Frozen product must be processed and packed to allow removal of the individual units from the container without damage to that or other units. The intent is to be able to remove only that amount of product required for current needs, without the necessity of defrosting all units.

6. Chill and freeze products must be shipped in refrigerated ("reefer") Vans and appropriately separated per temperature requirements.

XI. MARKINGS

1. To ensure that the carrier and the receiving activity properly handle and store items, standard commercial precautionary markings such as "KEEP FROZEN", "KEEP REFRIGERATED"

etc. shall be used on all cases, when appropriate.

2. To the maximum extent possible, nutritional and ingredient labels shall be placed on the individual package.

3. Any delivered product not labeled with the name and address of the manufacturing establishment must be identified as to its manufacturer by "timely" advance written notice to each installation's officer in charge of food service (e.g. Installation Food Advisor (IFA)). The listing is requested in alphabetical order in respect to the shipping container nomenclature. This listing must be kept current and provided to each Installation's Food Advisor, Food Service Officer, or FSC on a quarterly basis.

CASE MARKING/LABELING – CUSTOMERS OTHER THAN THE NAVY:

Shipping cases shall be marked or labeled on one end or side panel with the following information:
Item Nomenclature or Description
Global Trade Item Number (GTIN)
Date of Pack
Product Expiration Date and/or
Best If Used By Date

CASE MARKING/LABELING - NAVY SHIPS CUSTOMERS:

All products shall have labels to include the DoD Stock Number, Item Nomenclature, Funding Information Code (FIC), Case Weight, Case Cube, Bar Code, Unit Pack, Lot Number, Unit of Issue, Date of Pack, Quantity, "Best When Used By" date, "Sell By" date, date of processing/pasteurization, or similar marking indicating the end of guaranteed freshness date, such as (see enclosed sample label). The Dates of Pack and Best When Used By must be "in the clear" (open coded) and easily visible. Item nomenclature shall be sufficient to identify the item; the DoD Unit of Issue (UOI) may be found in the Schedule of Items. **It is mandatory that a label containing this information be adhered to every case delivered.**

The Navy has incorporated an initiative that adds a bar code of the National Stock Number (NSN) to the label. The bar code is used to receipt product at time of delivery. In addition to the information listed above, the Prime Vendor must provide a bar code on the case label by using the following:

- Checkmate Inventory for Windows
- The label shall be placed on each case so that the bar code is not wrinkled, wet or wrapped around case corners. It must be suitable for accurate and quick scanning and must include:
- Requisition number if provided by the customer or STORES Purchase Order number
- The NSN represented in both human readable and bar-coded format. This format shall be Code 128 with no less than 7.5 mil bar. Approximate size to be 3" long by ½" tall.
- Human readable Funding Information Code (FIC).
- When the weight of a packaged item is random or catch-weight, the weight must appear on the label. Actual labels must AT LEAST be 4" X 4".

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

to their own label. Item Nomenclature shall be sufficient to identify the item. It is mandatory that a label containing this information be on every case delivered. Bar Codes are not required on shipping cases. If bar codes become a requirement during the life of this contract, the Prime Vendor will be required to apply the bar codes as directed. Military shelf life is not acceptable as acceptable shelf life is in accordance with coded date.

5. TRACEABILITY REQUIREMENTS FOR PRIME VENDOR AND ITS SUPPLIERS REPACKAGING AND RELABELING PRODUCTS:

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

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

XII. PALLETIZATION

1. Prime Vendor shipments must be palletized in accordance with good commercial practices. The Prime Vendor is responsible for the purchase of all pallets, which must be American sized pallets (48 x 40 inches). Pallets may not always be returned on a 1 to 1 basis. This does not relieve the Prime Vendor from delivering products on the proper type of pallet. Pallet retrieval and all associated costs shall be the responsibility of the Prime Vendor. The Prime Vendor shall check all Navy customers' piers for Prime Vendor-owned pallets on a regular basis (delivery days), Monday through Friday between 0800-1500 hours (i.e., 8:00 AM-3:00 PM local time) and retrieve Prime Vendor owned property. Pallets must be identifiable with the Contractor's logo or other distinct markings. If pallets are not retrieved before the cut-off times, the base recycle truck driver is required by security regulations to pick up and move pallets to a remote location. Deliveries will be uniquely palletized for ultimate consignees. Under no circumstances will material for different consignees be co-mingled on the same pallet. PALLETS MAY NOT BE DOUBLE STACKED UNLESS APPROVED BY THE CUSTOMER RECEIVING THE DELIVERY.

2. The palletized/containerized unit loads require placards. The placards contain identification and contract data markings, which are to be stenciled, printed or labeled on two adjacent sides of the unitized load. The placards contain the stock number, Food Identification Code (FIC), item description, quantity, size and unit, the quantity is the number of shipping cases in the unit load, the gross weight and cube, the contract and delivery order number, expiration date and the Contractors name and address.

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

4. Fresh Fruits and Vegetables (FF&V) in most cases cannot be double stacked due to nature of product. Material will be palletized to maximize use of pallet based on quantity ordered. Palletized FF&V should be standard 40" high to include pallet and will not exceed 60" high including pallet based on type of item. All FF&V items should be palletized in accordance with above standards based on delivery to ultimate consignee.

5. CUSTOMERS OTHER THAN NAVY SHIPS:

Palletization shall be in accordance with good commercial practices. Pallet height should not exceed 60", including the pallet. PALLETS MAY NOT BE DOUBLE STACKED UNLESS APPROVED BY THE CUSTOMER RECEIVING THE DELIVERY.

6. SPECIAL NAVY SHIP REQUIREMENTS:

i. All product must be palletized and placed on the pier alongside or at the bow of the ship, or as directed by the authorized ship representative.

ii. Deliveries will be uniquely palletized for ultimate consignees. Under no circumstances will material for different consignees be co-mingled on the same pallet.

iii. The contractor shall use standard commercial palletization and mechanical shrink wrapping. Pallet retrieval, and all associated costs, shall be the responsibility of the Prime Vendor.

iv. The contractor shall provide a standardized pre-delivery customer fill rate report in hard copy in Excel format.

v. Cases may be mixed on a pallet as long as ANY one-line item is not embedded in the pallet and not visible or if all cannot be sight counted without breaking down the pallet. Pallets must be skillfully built to protect the product and case integrity as to allow the receiver to out check/in check all items on that pallet. All shipments must include a pallet manifest in addition to the truck manifest.

vi. The palletized/containerized unit loads require placards. The placards contain identification and contract data markings, which are to be stenciled, printed or labeled on all four sides of the unitized load. This placard should identify stock number, Food Item Code (FIC), item description, and quantity (quantity is the number of cases on pallet).

7. Special Placarding Requirements (IF Push pack order is requested): An 8"x11" label/placard shall be affixed to all four sides of Pallets/Tri-Walls and be clearly marked with:

i. Push Pack Identification – Small (S), Medium (M), Large (L) / Core (C), Endurance (E), Morale (M) / Dry (D), Frozen (F)

   Example: Small, Core Dry Push Pack identified "SCD"

ii. Last Four Digits of the Purchase Order Number

iii. Total Weight of Pallet in Pounds

iv. Pallet Number out of Total Number of Pallets in each individual Push Pack

v. Dry (DRY) Product Temperature State/Environment labels shall be printed in/on shade of blue.

8. For deliveries to large deck U.S ships (CVN/LHA/LHD Ship Classes) or CLF ships the following applies.

i. When a CVN/LHA/LHD or Resupply ship is the ultimate consignee:

a. Palletized material shall not exceed 48" in height, including the pallet.

b. Product shall be palletized one-line item per pallet when practicable.

c. Palletizing shall be done using a two-way wing type pallet. The commercial wood wing pallet dimensions must be 40"X48"X48" or 48"X40"X48". The Industrial Standard Specification for Wood pallets is the "American Society of Mechanical Engineers (ASME) MH1-Part 9, Part Number MH1-9-05-SW4048." All pads must be commercial fiberboard, 40"X48", positioned on the pallets before loading. The unit load bonding material must consist of strappings: two-girth wise and three lengthwise. Bonding material shall be threaded through the strapping slots on the pallet to form a consolidated, stable cargo, which can be handled as a unit or commercially shrink-wrapped.

d. All shipments of bagged products susceptible to breakage/leakage such as flour, sugar, salt and rice must be further packaged in a tri-wall container.

e. Estimated pallet counts and shelf-life listings, categorized by FIC, are required to be provided to the customer before delivery for all ships.

9. When other than a CVN/LHA/LHD or CLF ship is the ultimate consignee:

a. Palletized material shall not exceed 40" in height, including the pallet.

b. Pallets shall be double shrink-wrapped.

c. ALL PALLETS must be clearly marked with NAME of the ship, UIC/DoDAAC, total WEIGHT of pallet & if the products are FROZEN, CHILL & DRY. The Contractor shall provide an estimated pallet count by frozen, dry & chill.

10. Barge Deliveries

a. Any delivery via barge while the Combat Logistics Force (CLF) ship or USS ship is at anchorage will require special packaging to protect Freeze and Chill products from the elements and/or lengthy transit from pier side location to delivery point. SPV to comply with special packaging requirement when required. SPECIAL PACKAGING REQUIREMENTS: To include Dry Ice, gel packs, and Tri-walls, etc. All prime vendors cost including but not limited to tri-walls, ice, gel packs, dry ice, etc. shall be included in the distribution price.

b. PLACARDING REQUIREMENTS – Pallets/Tri-walls shall be clearly marked on all sides with a placard that identifies that pallet as containing DRY ICE/GEL PACKS whenever DRY ICE/GEL PACKS are being used.

XIII. CUSTOMERS

Most locations will require deliveries every other day; however, if necessary, FF&V and LMR deliveries may be required every day. The names of the facilities and even the locations may change during the life of the contract. The Prime Vendor should have the ability to deliver to all land-based locations and port locations within each country below. The Prime Vendor must have the appropriate equipment to make all deliveries. The countries supported in Zone 4 of this solicitation and resultant contract are as follows:

Zone 4	
NAVEUR/NAVAF	
Aegean Sea Islands	Ireland
Algeria	Israel
Albania	Italy

Zone 4	
Balearic Islands	Latvia
Belgium	Lebanon
Bosnia-Herzegovina	Libya
Bulgaria	Lithuania
Canary Islands	Malta
Corsica	Monaco
Croatia	Montenegro
Cyprus	Morocco
France	Netherlands
Georgia	Norway
Germany	Poland
Greece	Portugal
Romania	Sweden
Sardinia	Tunisia
Sea of Crete Islands	Turkey
Serbia	Ukraine
Slovenia	United Kingdom (UK)
Spain	

During the life of the contract for Zone 4, Non-Appropriated Funds (NAF) Customers may be supported. NAF items may include Signature Brands and Proprietary items; should Proprietary items be added to the Prime Vendor's catalogs, DLA Troop Support will closely monitor those items so that no other customers can order those items; those items are to be used by certain facilities designated by the Service HQ. Use of these items by other customers may result in the loss of the NAF requirement. Proprietary Items must be completely segregated from all other Prime Vendor inventory as to ensure these items are not delivered to other customers.

**Note: The countries listed above represent the current Ports of Call for NAVEUR/NAVAF. During the life of the contract, Ports of Call may be added to Zone 4 to service any country listed in Zones 1, 2 and 3 below, at no additional cost to the Government.

Zone 1	Zone 2		Zone 3
Northern Europe	**Southern Europe**	**Northern Africa**	**Western Africa**
Austria	Albania	Algeria	Angola
Belarus	Andorra	Canary Islands	Benin
Belgium	Armenia	Egypt	Burkina Faso
Corsica	Azerbaijan	Libya	Cabo Verde
Czech Republic	Azores	Morocco	Cameroon
Denmark	Bosnia-Herzegovina	Tunisia	Central African Republic
Estonia	Bulgaria		Chad
Finland	Crete		Republic of the Congo
France	Croatia		Democratic Rep of the Congo
Germany	Cyprus		Ivory Coast
Hungary	Georgia		Equatorial Guinea
Iceland	Greece		Gabon
Ireland	Israel		Gambia
Latvia	Italy		Ghana

Liechtenstein	Kosovo		Guinea
Lithuania	Lebanon		Guinea-Bissau
Luxembourg	Macedonia		Liberia
Monaco	Madeira		Mali
Netherlands	Malta		Mauritania
Norway	Moldova		Namibia
Poland	Montenegro		Niger
Slovakia	Portugal		Nigeria
Sweden	Romania		Sao Tome and Principe
Switzerland	Sardinia		Senegal
Ukraine	Serbia		Sierra Leone
United Kingdom (UK)	Sicily		Togo
	Slovenia		*Western Sahara (*Special Area)
	Spain		
	Turkey		

XIV. DELIVERY, TITLE, ORDERS, AND ORDER FILL RATES

A. CUSTOMER DELIVERIES:

1. Please refer to the Order Placement section for order lead times.

2. Unless otherwise specified by the Contracting Officer, deliveries shall be F.O.B. Destination to all ordering activities and delivery points. All items will be delivered to customer locations, within the scheduled delivery period, free of damage, with all packaging and packing intact. For Zone 4, dependent upon the specific customers, deliveries shall average 1-3 times per week to each customer, unless the customer and the Prime Vendor agree upon more or less frequent deliveries. All orders shall be accompanied with two copies of the delivery ticket/invoice documents. Upon completing the delivery(ies), and before the transporter leaves, the installation copies of the invoice/delivery ticket may be required to be delivered to a central "Accounting/Troop Issue" activity of the installation.

3. Order lead time for different classes of ships and different circumstances (routine orders, topping off, deploying, transient, visiting) is identified in the list below. In each case the customer shall submit its orders by 2:00 PM local Contractor time. Orders with less than the required lead time up to and including same day delivery will be treated as "emergency orders", or the order will be filled without the guarantee of receiving the contractual fill rate.

	Class of Ship	Leadtime
i.	Small Ships (Subs, Mine Sweeps and LCS, Cruisers & Destroyers) for Routine Order	7 days
ii.	Small Ships (Subs, Mine Sweeps and LCS, Cruisers & Destroyers) for Deployment Loadout	14 days
iii.	Large Decks (CVN/L Decks) for Routine Orders	7 days
iv.	Large Decks (CVN/L Decks) for Topping Off	14 days
v.	Large Decks (CVN/L Decks) LHAs, Amphibious Ships [LHDs, LHAs, LCCs, LPDs, LSDs] and CLF Ships) for Deployment Loadout	21 days
vi.	Transient or Visiting Ships (any class) 21 days, or as otherwise coordinated by the Contracting Officer	21 days

4. Pallet return may not be allowable either due to customer missions(s) or country custom regulations. Where allowable and practical, pallet exchange programs will be implemented by customers. Pallets will rarely be returned on a 1 to 1 basis. Where determined by the Contracting Officer, the Prime Vendor shall remove all empty pallets and all excess packaging materials on the next delivery at their own expense. Any charges accrued due to delay or non-removal of the packing material is the responsibility of the Prime Vendor and will not be reimbursed by DLA Troop Support.

5. The Prime Vendor should be aware that projected feeding strengths at each military location are subject to fluctuations based on a variety of factors; i.e., seasonal increases/decreases in personnel, surges in personnel during training exercises or crisis situations, or troop transfers, etc. As previously described, any projections are estimates provided as guidance to the Prime Vendor to assist in its supply chain management. The Government will use its best efforts to ensure the accuracy of any information provided, but in no way warrants or represents as to the accuracy of that information as to be liable for such information. It is the sole responsibility of the Prime Vendor to ensure that its supply chain management is executed in such a way as to meet all contractual requirements specified in this solicitation or added via modification to the resulting contract. Therefore, it is critical that the Prime Vendor's customer service representatives be able to converse fluently in English and maintain open communications with the individual bases to properly manage its supply chain, be aware of these fluctuations, and work closely with the customers to provide the increased quantity and frequency of deliveries needed during these critical times.

6. Installation delivery routes and stop-off sequences will be coordinated and verified with the installations on a post-award basis by the Prime Vendor.

7. All deliveries are subject to military inspection at destination. Delivery vehicles may be required to stop at central locations and / or Entry Control Points (ECPs) for inspection before proceeding to or leaving assigned delivery point(s). The Prime Vendor may experience delays at some ECPs due to security procedures. The Prime Vendor must maintain records and provide a signed copy of the delivery ticket/invoice per U.S. Government instructions.

8. Some installations have more than one delivery point. Awardee must provide expeditious off-loading and delivery to the customer and ensure that the personnel loading and delivering the product provide prompt and efficient service to the customer. Ordering facilities within the regions covered by this solicitation can be added and/or subtracted as conditions warrant. Additions/subtractions will occur at no additional cost to the Government.

9. All drivers will be responsible to carry proper company picture identification, use registered vehicles, and provide applicable Government personnel advanced notice of anticipated deliveries, for security reasons, in addition to observing any other security measures required by the base.

10. Products for individual customers/dining facilities must be segregated. Many of the military bases have more than one delivery point. All products shall be segregated by drop-off point. The intent is to provide expeditious off-loading and delivery to the customer.

11. The Prime Vendor shall also ensure that the personnel loading and delivering the product provide prompt and efficient service to the customer. Drivers shall carry picture ID's and comply with badge requirements and any other internal ID and security requirement of the specific site, at no additional cost to the U.S. Government. Trucks/aircraft shall also be properly registered with each activity to ensure smooth admission to the compound, while fully honoring all local security protection measures of the military activities. Not all customer locations have access to docks and therefore the Contractor will need trucks with lift gates to assure that deliveries can be downloaded to the ground or pier for inspection and acceptance.

12. Many bases may require enrollment in a particular system for base security such as

RapidGate, the Defense Biometric Identification System (DBIDS), or other similar system(s). Such systems manage access to Department of Defense (DoD) installations and will not allow entry without clearance. During the contract start-up/ implementation period, the Contractor must contact all customer locations to determine whether enrollment in RapidGate, DBIDS, or another security program is required for access to each location. If RapidGate, DBIDS, or other security enrollment is required, the Contractor must take all necessary steps to obtain this in time for the start of performance under this contract. Failure to have clearance may result in a vendor being turned away from the base and being unable to complete delivery. The Contractor is responsible for any costs associated with RapidGate, DBIDS, and/or other security program enrollment and must ensure that a properly enrolled driver is available for all deliveries. We currently estimate that RapidGate or DBIDS enrollment will cost about $250 per company and $200 per enrolled employee for 1 year of access to multiple locations, but the cost of RapidGate, DBIDS or other security enrollment may vary, so the Contractor should contact the specific security system contractor to determine its own costs. If more than one driver is required, enrollment must be obtained for each driver. Note that enrollment can take several weeks, so an awardee that is not already enrolled must begin enrollment at the time of award notification at the latest. If difficulty or delay in enrollment is encountered during the start-up/implementation period, the Contractor MUST contact the specific security system contractor and/or the Security Officer at the applicable customer locations to resolve any issues with processing enrollment so that the Contractor will be able to deliver as required.

13. For additional information on current base security systems including RapidGate and DBIDS, including enrollment instructions, please visit their websites at www.rapidgate.cohttps://fortiorsolutions.com/rapidgate and https://dbids-global.dmdc.mil/home. Delivery to airfields and airports may also be required. The Prime Vendor must be in compliance with all theatre air control requirements. The Prime Vendor will be required to palletize, cover, strap down and transport cargo to the designated airfield. At the airfield, the Prime Vendor will be responsible for bringing the product to the tail of the aircraft, if required, and the product must be accessible for downloading by the customer. The Prime Vendor will be required to properly prepare / process any and all required documentation before items are accepted for airlift transport. Once the Prime Vendor ensures that said documentation is properly filled out and all cargo is safely palletized and passes inspection, the air pallets will be loaded onto the awaiting aircraft.

Note: If additional customer locations are added after award in the solicited areas, the already established Distribution Prices per the contract will apply to the additional locations, and no further cost will be incurred by the Government.

B. REMOTE LOCATIONS

The countries below have been designated as remote locations and may require a different order lead-time than defined in the Customer Deliveries section. If the order lead-times for these locations are different, the Prime Vendor will propose the lead-time required. Saturday deliveries may occasionally be necessary and will be agreed upon by the Prime Vendor and the individual customer(s). Offeror must propose lead times for these remote locations, failure to do so will mean the offeror will comply with the lead-times in the Customer Deliveries section. Lead-time is defined as the time of order receipt to the customers' delivery location.

Northern Europe	
REMOTE LOCATION	NUMBER OF DAYS LEADTIME REQUIRED
Belarus	7
Corsica	7

Northern Europe	
Estonia	7
Finland	7
Hungary	5
Iceland	11
Ireland	6
Latvia	6
Lithuania	6
Norway	7
Poland	5
Sweden	6
Ukraine	7
United Kingdom	5

Southern Europe/North Africa	
REMOTE LOCATION	NUMBER OF DAYS LEADTIME REQUIRED
Algeria	21
Armenia	7
Azerbaijan	9
Bulgaria	3
Canary Islands	15
Crete	5
Cyprus	10
Egypt	21
Georgia	7
Greece	5
Israel	25
Lebanon	21
Libya	21
Madeira	12
Malta	7
Moldova	6
Morocco	12
Portugal	5
Romania	5
Sardinia	4
Sicily	5
Spain	5
The Azores	12
Tunisia	21
Turkey	7

Western Africa	
REMOTE LOCATION	NUMBER OF DAYS LEADTIME REQUIRED
Angola	14
Benin	14
Burkina Faso	14

Western Africa	
Cabo Verde	14
Cameroon	14
Central African Republic	14
Chad	14
Republic of the Congo	14
Democratic Rep of the Congo	14
Ivory Coast	14
Equatorial Guinea	14
Gabon	14
Gambia	14
Ghana	14
Guinea	14
Guinea-Bissau	14
Liberia	14
Mali	14
Mauritania	14
Namibia	14
Niger	4
Nigeria	14
Sao Tome and Principe	14
Senegal	14
Sierra Leone	14
Togo	14
*Western Sahara (*Special Area)	14

C. TITLE

Title of all products purchased by the Government remains with the Prime Vendor during the shipment, and title passes to the Government only when products are inspected and accepted at the final delivery point (e.g. Dining Facility, Navy Ships(s), and Mobile Kitchen Trailers) by an authorized Government receiving official.

D. PICK UP AND RE-DELIVERY

1. Customer will notify the Prime Vendor of the items being picked up.
2. Customer will place an order in STORES for the number of pallets to be picked up.
3. The Customer will also place and order and for the number of pallets being stored at the warehouse. The Prime Vendor will not pick product up until the order is placed in STORES.
4. The Prime Vendor will pick the product up and store it in the warehouse.
5. The customer will place another order in STORES when they are ready to have the stock redelivered, per pallet.
6. The Prime Vendor will not redeliver the product until the order is placed by the customer in STORES.

i. The Pick-Up/Re-delivery of customer owned product from a customer location will cover all cost incurred with the orders, product storage, transportation and any associated customs clearance costs.

ii. The Prime Vendor will re-deliver customer owned product with the next scheduled

customer delivery. If the product is needed prior to the next scheduled customer delivery, the Prime Vendor truck must be half full.

ii. Storage of Customer product will be billed to the customer through a separate STORES Purchase Order. The Storage of Customer product Distribution Price should not include transportation and/or customs costs.

iii. There may be customers included in this solicitation where the Prime Vendor cannot Pick-Up, Re-Deliver or Store customer products. Due to base security, the Prime Vendor may be prevented from leaving the Base with product in the truck or customs issues that prevent the Prime Vendor from bringing product back to their warehouse. Those customers will be identified during Post Award.

E. ORDERING SYSTEM – SUBSISTENCE TOTAL ORDER AND RECEIPT ELECTRONIC SYSTEM (STORES)

1. Accessed via the Internet, the STORES is the Government's translator/ordering system that is capable of accepting orders from any of the Services (i.e. Army, Air Force, Navy, or Marines), individual ordering systems and translating them into an Electronic Data Interchange (EDI) format. In addition, this information is passed to DLA Troop Support for the purposes of Prime Vendor payment and customer billing.

2. Customers will be able to order all of their requirements through STORES. The system will transmit orders to the Prime Vendor as well as DLA Troop Support.

3. The Prime Vendor shall be required to interface with STORES, or any future ordering system, and must be able to support the following EDI transactions:

i. 810 – Electronic Invoice
ii. 832 – Catalog (Outbound: Contractor to DLA Troop Support)
a. The Prime Vendor will be required to submit a breakout of their total contract unit price (i.e. separate Product price and Distribution Price columns)
b. Gross case weight, case cube, and number of cases per pallet will need to be provided by the Prime Vendor
iii. 850 – Purchase order
iv. 864 – Inventory Reporting

4. Subsistence EDI guidelines and 864 Inventory Reporting requirements are listed as Attachment 4 to the solicitation.

5. The Prime Vendor shall have access to the Internet and be able to send and receive electronic mail (email).

6. Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point.

7. The Prime Vendor is required to utilize the Government's item descriptions in the Electronic Catalog (832 transmissions). The Government's format begins with the broad category of the item and then continues with a more specific item description. For example: "Crinkle Cut Carrots," would be listed as "Vegetable, Carrots, and Crinkle Cut."

8. The Prime Vendor will utilize the DLA Troop Support invoice reconciliation process or other such systems as they become available, to the maximum extent, towards the goal of correcting invoices early and facilitating the payment process.

9. In the event that STORES or the Prime Vendor interface is not operational, the Prime Vendor must provide alternate ways for the customer to order (i.e. fax, phone, pick-up orders, etc.). However, for delivery, receipt, and payment purposes, the order will be generated manually via the Tailored Vendor Logistics Specialist (TVLS) at DLA Troop Support.

10. DoD has mandated that all personnel who access DoD systems must use Public Key

Infrastructure (PKI) for all private web enabled applications. Prime Vendor personnel are required to have a DoD-approved PKI or External Certificate Authority (ECA) certificate to access STORES. The costs associated with a PKI or ECA are the responsibility of the Prime Vendor.

11. The Prime Vendor is permitted to request no more than one (1) Special 832 Catalog transaction per week. All Special 832 Catalog transactions must be approved by the Contracting Officer.

F. ORDER PLACEMENT

1. Order placement must be made by the customer before 12 noon local customer time to be considered for that day.

2. The Prime Vendor is to advise the customers of non-availability of an item and recommendation for re-order no later than 24 hours after customer order placement in STORES. If it appears that the Prime Vendor does not expect a stock replenishment in sufficient time to fulfill the requirement, the Prime Vendor should offer the customer a substitute of equal or higher quality and of equal or lower cost (unless otherwise accepted by the customer) at the time of the non-availability notification, or advise them of the not in stock (NIS) position of the item. The Customer will make the final decision on the acceptability for any substitution, and submit a new delivery order.

G. ORDER CANCELLATION

a. Customers, except those in Remote Locations (as defined in Section XIV, paragraph B of this solicitation) and Navy Ships, may cancel orders no less than 24 hours prior to the RDD. Customers in Remote Locations and Navy Ship customers may cancel orders no less than 72 hours prior to the RDD. Cancellations will be accomplished through a STORES order cancellation or will otherwise be in writing.

b. Distribution Price Category 13, Restocking Price will apply to orders not cancelled in accordance with Paragraph A of this Section, and is the only Distribution Price category that will apply. Disposal costs may also apply at the contracting officer's discretion. Distribution Price Category 13, Restocking Price, includes all costs associated with orders not cancelled in accordance with Paragraph (a) of this Section, to include but not limited to, transportation to and from the customer location, customs, and handling.

c. For outbound airlifts deliveries to customers, once product is tri-walled and dispatched, the order is treated as filled; however, the Prime Vendor remains responsible for the product during transit. The Prime Vendor will be entitled to Distribution Price Category 13, Restocking Price, and the product price value of the STORES order if outbound airlift delivery orders are not cancelled prior to product being tri-walled and dispatched. Disposal costs may also apply at the contracting officer's discretion.

H. HOLIDAYS

All orders are to be delivered on the specified delivery date. However, when a scheduled delivery falls on a holiday or during a holiday period, the Prime Vendor shall make delivery arrangements in advance with the customer to prevent disruption of service. In certain areas covered under this solicitation there may be national holidays that cause complete shutdown of operations, in sufficient time prior to these holidays, the Prime Vendor must ensure that ample stock levels are maintained in the OCONUS distribution facility(s) should containers / trucks / aircraft be detained at the ports, borders, air ramps and/or the Prime Vendor's OCONUS distribution facility(s) due to limited transportation capabilities. Proper supply chain management is the Prime Vendor's responsibility. The Federal Holidays are as follows:

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

I. EMERGENCY ORDERS

1. Emergency orders placed by the customer are those required outside of the normal delivery schedules. The Prime Vendor will provide a maximum of five (5) such "emergency" orders (excluding mobilization actions) per month per customer at no additional cost to DLA Troop Support or its customers. Greater than five (5) "emergency" orders will need to be approved at the Contracting Officers discretion and must be entered into STORES; Distribution Price Category 34 would apply.

2. The Prime Vendor must be able to receive and process delivery orders on any day of the week, including holidays. Delivery days and times under this solicitation are not restricted and may occur every day of the week.

3. The Prime Vendor is responsible for providing the ordering facilities with the name of the Prime Vendor's representative responsible for notification of receipt and handling of such emergency service and his/her phone number, e-mail address, and/or pager number.

J. ORDER FILL OR SUBSTITUTION POLICY

1. All supplies shall be furnished on a "fill or kill" basis. Customer notification and approval is required before any partial shipment can be made; however, the unfilled quantity is to be reported as not-in-stock (NIS). The Prime Vendor is required to have procedures for handling NIS situations. The contractor is required to stipulate timeframes in which the NIS item will be identified to the customer prior to the delivery, in order that a substitute item may be requisitioned via a new order. The SPV shall provide an initial fill rate within 2 days of receiving all orders and a final order fill rate at least 10 days prior to the RDD for all orders placed with a 12 or more calendar days lead time. The final fill rate should factor stock in transit and include a complete listing of CLINs that are not in stock and/or not in season. The final fill rate should also include a list of recommended substitute CLINs that are in stock. Initial fill rate and final fill rate notifications will be provided in Microsoft Excel Format.

2. Substitutions must be authorized by the customer. Add-On items, or items the customer decides to order after their initial STORES order is placed, the vendor may not add these items on to the existing order. The customer is required to submit a completely new and separate STORES order for these additional items. The vendor will fill this new order, along with the original order, within the required delivery time frame. For ship orders, the substitution must be authorized by the ship or Authorized Navy Representative and coordinated with the Fleet Logistics Center (FLC). In the case of a contractor NIS on part of a quantity ordered, partial shipments are acceptable if the customer is notified and agrees. The unfilled quantities shall reflect on the final invoice and will count against the Prime Vendor's fill rate and the Prime Vendor will not receive credit for the portion of the order that is not filled. The Prime Vendor's fill rate will only reflect the portion of the order that is filled. The customer may elect to re-order under a new purchase order.

3. The awardees' ordering system must be able to accommodate multiple orders from the same customer with the same order date and RDD. Replacement orders will not be acceptable and phone / fax orders will not be viewed as acceptable commitments.

4. The customer must obtain approval from their Service HQ (Army, Air Force and Navy) and Regional Area Commands where applicable for each service for all replacement items to any order, if the item is not a part of their current service Buyers Guide. Most recent buyers' guides can be found at the following site: https://www.dla.mil/Troop-Support/Subsistence/Working-with-Subsistence/#services-buyers-guides. It is a requirement of the Prime Vendor to use the Buyers Guide as a baseline for all products identified in this procurement.

K. NEW ITEMS

1. If a customer desires to order an item that is not part of the Prime Vendor's inventory, the Prime Vendor will be allowed a maximum of 120 days lead time to source, transport and make available the new item to the end-user customer. This 120-day period will begin after the Prime Vendor receives initial demand and approval from the individual services' Headquarters or Regional Area Command for the item. It is the Prime Vendor's responsibility to obtain individual services' Headquarters or Regional Area Command approval. The 120-day lead time does not apply to replacement items; lead time will depend on existing inventory and its depletion. The Prime Vendor must notify DLA Troop Support and the requesting activity when new items are available for distribution. These items should become a permanent part of the Prime Vendor's inventory if it appears that these items will be ordered regularly, i.e., a hospital supported under the proposed contract(s) uses dietary products and items unique to a healthcare facility. The Government does not intend to add a new item to the Prime Vendor's permanent catalog unless there is anticipated demand of at least ten (10) cases per month. For existing catalog items, the Prime Vendor will be responsible for notifying the Contracting Officer on a monthly basis if any cataloged item has not been ordered in sufficient quantities to meet a ten (10) case monthly order quantity*. Those slow-moving items will be considered for catalog deletion. Special Order, Seasonal, Spices, and Holiday Items will be required at less than ten (10) case demand levels and are excluded from the ten (10) case monthly demand review.

* Note: AMD should be calculated based off the most recent previous 12 month's demand data.

2. The Prime Vendor shall assume the responsibility of introducing new food items to the customers, as well as to show cost effective alternatives to customers' current choices. The Prime Vendor will use its proposed supplier selection process to include analysis/comments/recommendation of new products prior to the product sampling/taste testing. The Prime Vendor will be responsible to work with the customer to ensure that the customer is included in the decision to determine the acceptability of product.

3. All new items, including replacement, Mandatory, MPA and National Contract items must be approved in accordance with individual services' Headquarters or Regional Area Command operating procedures. New item and replacement item prices must be determined fair and reasonable and approved by the Contracting Officer prior to the item's addition to the customer's catalog and therefore customer's order. Customers will provide an estimate of the initial monthly demand which the Prime Vendor will use for its original order placement with the manufacturer/supplier. The Prime Vendor will re-order inventory according to the customers' monthly sales. It is the Prime Vendor's responsibility to notify customers when product is not moving in accordance with the monthly sales, in order for the customers to potentially adjust purchase quantities. The Government will not be liable for expired product if actual orders do not meet projected estimates.

4. The Prime Vendor agrees that all new items will not be made available and delivered to

the customer(s) until sufficient inventory of the new products have been shipped and received in the Prime Vendor's OCONUS facility(s) with the new items added to the customer's catalog via the 832 catalog process according to the bi-monthly and monthly 832 catalog updates.

5. If an item is deleted or replaced by a new item due to customer preference, the existing inventory will remain on the catalog to be drawn down before the new replacement item can be ordered. The new item **will not** be added to the catalog until existing inventory is depleted, unless otherwise approved by the Contracting Officer. In the event that there is no new item and a current catalog item is no longer needed or desired by the customer, reasonable efforts will be made to deplete the existing inventory on-hand. The Government will not, however, be liable for any unpurchased product.

6. An item that has been determined fair and reasonable and added to the Prime Vendor's catalog(s), then removed and is needed to be added again within a 12-month period, e.g., holiday items, special occasion items, etc… are not considered "new" items and are not subject to the New Item Request (NIR) process. The Prime Vendor will follow normal 832 catalog price change procedures provided the item is exactly the same as the item previously determined fair and reasonable. This item may be subject to another fair and reasonable determination at the Contracting Officer's discretion. Items removed greater than 12 months, are considered new items and subject to the NIR process.

7. In the event of a change in pack size for an item, (e.g., an item in Category 1 changes from 24/12 oz. cans to 12/12 oz. cans), the contractor must notify the Contracting Officer of any such change. A new Sub-Category may be established within that Category (e.g., Sub-Category 1A) and the distribution price may be adjusted proportionally (e.g., from $6.00 per case to $3.00 per case).

8. Procedures for Processing New Items

i. Written approval from the Contracting Officer shall authorize all specified new item additions and/or changes to NSNs prior to catalog update transmissions. This requirement is for the Contracting Officer's determination of price reasonableness. The customer will determine those items to be added to the catalog(s).

ii. Customer Initiated Item Requests

a. When the Government customer requests a new item(s) not inventoried by the Contractor be added to the contract catalog, the customer shall initiate and provide sufficient information to the Contractor, via the STORES New Item Request Process to enable the contractor to promptly source the required item. **NOTE: Prior to all requests being initiated in STORES, the end use customer must obtain approval from their Service HQ (Army, Air Force and Navy) and/or Regional Area Commands where applicable for each service for all catalog item additions.**

The Contractor shall source the item and submit their portion of the New Item Request Process in STORES, the fully completed LSN Request Form and required documentation to add such item(s).

b. Customer Initiated Item Requests will be submitted in STORES. Once the Prime Vendor can view the request in STORES, the Prime Vendor has up to 5 business days to respond back to the customer through STORES advising if there is an item already being sourced that fulfills the request. The customer will review the Prime Vendor's comments and either move forward with the new request if the proposed item does not meet the customers' requirements or delete the request because the proposed item meets the customers' requirements.

If the item is not inventoried and there is no suitable item already inventoried, the Prime Vendor has up to 10 business days to respond to the request advising the item needs to be sourced. Once the Prime Vendor completes all the required fields for their portion of the

process and attaches the required documentation, the item is submitted for DLA Troop Support's review. After submission, the Prime Vendor receives an email notification and can check the request status in STORES. The item request is reviewed by Tech/Quality, Customer Operations and Supplier Operations. The Contracting Officer has the final review and approval of the Item Request. Once the Contracting Officer approves, the Prime Vendor will have a maximum of 120 days lead time to source, transport and make available the new item to the end-user customers.

c. The following information needed by the Prime Vendor with exception to the last item listed below, Estimated Monthly Demand, which will be provided by the customer in their STORES New Item Request. Each Item request for approval in STORES must have the following information:

- Original Manufacturing Facility Info
  - Facility Name, Address, City, State, Country, Zip Code
- Manufacturer – from drop down box or typed in if not an option
- Brand – from drop down box or typed in if not an option
- SKU or GTIN
- Vendor Part Number
- Price by Unit of Measure (UOM)
- Catch Weight Item – with Min/Max if applicable
- Storage Type/Condition
- Final Product Price – needs to be opened up to fill out subsequent information
  - Product Price, Distribution Price, Distribution Price Category
- Estimated Initial Average Monthly Demand (AMD) Quantity

Additionally, if a Local Stock Number is known that would fit the item request based on the description, this can be searched for in Associate Existing Stock Number – this is not required, but it can be helpful when identifying an item for a request.

NOTE: The Prime Vendor may have multiple administrative catalogs. The customer should look through the catalogs prior to submitting a new item request in STORES. If an item is on one catalog and needs to be added to other administrative catalogs, the customer should notify Customer Operations and the Prime Vendor and not submit the request through STORES. STORES requests for already inventoried items will be rejected by the Prime Vendor.

iii. Vendor Initiated Item Requests

a. Vendors may initiate an Item Request in STORES for the following reasons:
Vendor Part Number Change
Manufacturer SKU/GTIN Change
Pack Size Change
Manufacturer Discontinued
Other (Vendor will need to provide further information for review)

b. The Vendor shall initiate and provide sufficient information to DLA Troop Support, via the STORES Item Request Process to enable the item to be promptly sourced. All STORES fields indicated with a single asterisk must be filled in by the vendor. Some double asterisk fields should also be entered if they are applicable to the item request being entered.

In addition to the above required fields in the STORES Item Request, the following documents must be attached to the request in STORES before submission to DLA:

Principal Display Panel (PDP). The portion of the label including the product name, manufacturer's declared statement of identity, and the case net weight…for meat and poultry items, also include the Handling Statement and Legend/Establishment number.

Invoice/Quote or E-mail. The Manufacturer's original invoice signifying the Manufacturer's FOB Origin product price, and discount terms, or written price quote, on the manufacturer's letterhead, if the item is not currently in stock, containing: item price per unit of measure (UOM), date price quote was obtained, time period price quote is effective for, item description, quantity covered by the price quote, manufacturer's identification number (i.e., Global Trade Identification Number (GTIN), Stock Keeping Unit (SKU), Universal Product Code (UPC), etc.), manufacturer's FOB Origin product price, payment terms include any applicable discounts, manufacturer's point of contact information, stock number if available, NAPA Discount if applicable, FOB Origin Terms to include the location and the original manufacturer or grower's point of contact including name, title, signature address, and phone number. For all Fresh Fruit and Vegetable and OCONUS Items, in addition to the above, you must include the location of the importer.

Information Panel (IP). This is the portion of the label including the Ingredient Statement, Nutrition facts, county of origin and the name of the manufacturer, distributor, or broker and their address. This submission will ensure the correct product information is available to the DLA Troop Support catalog team. Requests submitted without this information, will be rejected. The awardee will be provided copies of the acceptable "case labels" post award.

Manufacturer Product Spec Sheet - unless the item is a house brand, do NOT supply the Prime Vendor's specifications.

Supplier/Distributor Case Label.

Berry Amendment Documentation - something showing that the item is Berry Amendment Compliant

**If the customer did not attach approval from their Service HQ (Army, Air Force and Navy) and/or Regional Area Commands, the Prime Vendor should attach that approval.

*NOTE: Both the Supplier/Distributor Case Label, PDP and the IP must be an actual photograph of the product/case. These must be legible and should be in a jpg, gif, or PDF format.

c. Customers can view Vendor Initiated item requests but cannot edit these requests and are not part of the approval/disapproval process. However, customers may enter comments on these requests.

d. Written approval from the Contracting Officer shall authorize all specified vendor item requests and/or changes to NSNs prior to catalog update transmissions. This requirement is for the Contracting Officer's fair and reasonable determination.

e. New Item prices for non-MPA items must be determined fair and reasonable and must be approved by the Contracting Officer prior to any changes to an NSN or an item's addition to the customer's catalog. Changes regarding an NSN will not be made and items will not be added to the catalog unless the Contracting Officer determines the proposed prices to be fair and reasonable in accordance with FAR 15.402(a). Items found not fair and reasonable will not be added to any of the Prime Vendor catalogs.

9. The approved price, including Distribution Price and Distribution Price Category as submitted in STORES and approved by the Contracting Officer MUST be what is submitted upon the 832 catalog transmission. Incoming 832 catalog transmissions will be verified for compliance. Prices other than those approved will be rejected.

10. There may be instances where new item or replacement item requests must be submitted manually and not processed through STORES. These instances will be identified by the applicable Tailored Vendor Logistics Specialist (TVLS), Contract Specialist and/or Contracting Officer. All requests and the related supporting documentation including the New Item Request Form (NIRF) shall be emailed to the Contracting Officer, Contract Specialist and TVLS for

immediate review. Any request missing information outlined above, may not be processed.

L. FILL RATE/SUBSTITUTIONS/EXCEPTIONS

1. The required minimum monthly overall Fill Rate for all customers except Navy Afloat customers is 98%; the 98% Fill Rate includes approved fill rate exceptions.

The required minimum monthly overall fill rate for Navy Afloat customers is 93%; the 93% Fill Rate includes approved fill rate exceptions.

Fill rates will be measured in the following four (4) categories, and the fill rate requirement applies to each category separately:

- CONUS Procured Catch Weight Items
- CONUS Procured Non-Catch Weight Items
- OCONUS Procured Catch Weight Items
- OCONUS Procured Non-Catch Weight Items

During contract performance, higher fill rates may result in a higher Past Performance and Experience rating for future acquisitions. Fill rates will be documented in the Contractor Performance Review System (CPARS) and low fill rates may impact past performance evaluations on subsequent acquisitions.

2. The Government's in-house record for non-catch weight and catch weight items' fill rate shall be calculated utilizing the order, receipt and fill rate exception information located in STORES. Neither the non-catch weight or catch weight fill rate should include, mis-picks, damaged cases, poor quality or cases not accepted by the customer for any other valid reason. The Prime Vendor's Weekly/Monthly fill rate reports submissions will be based on the formulas below.

Monthly Overall Fill Rate Calculation:

(UOM Qty accepted / Adjusted UOM Qty ordered) X 100 = Fill Rate %

Note: The Adjusted UOM Qty Ordered takes into account those approved Fill Rate Exceptions that the Prime Vendor is not responsible for, i.e., C4, C8, V4, etc… as approved by the Contracting Officer or his/her delegation.

3. Definitions:

i. Non-catch-weight item: An item which has a specific weight per case, e.g. 8920-01-E09-7315, Cake Mix, Yellow, 6/5 LB BX.

ii. Catch-weight item: An item for which a weight range is acceptable; normally meat items purchased by the pound, e.g. 8905-01-E29-2117, Beef Flank Steak, 11-15 LB. In STORES, if catch weight items are not ordered in full case equivalents, the quantity will be rounded to the nearest case using the Case Equivalent Multiplier.

iii. UOM accepted: For both non-catch weight and catch weight items, the product quantity according to the PVs STORES UOM that the customer has received and receipted, not including damaged cases and mis-picks.

iv. Adjusted UOM Ordered: For both non-catch weight and catch weight items, the product quantity requested by the customer according to the Prime Vendor's STORES UOM adjusted for any fill rate exceptions that are not the responsibility of the Prime Vendor.

When calculating the monthly overall fill rate, the fill rate calculation defined above must be used. The monthly overall fill rate is not an average of each Prime Vendor warehouse fill rate. If calculating the fill rate by Prime Vendor warehouse, the fill rate for the individual warehouse must be calculated using the fill rate calculation defined above for that warehouse. When reporting the overall fill rates weekly, the same fill rate calculation must be used for all

STORES Orders within the week, must be used. The Weekly Fill Rate must not be averaged to obtain the overall monthly fill rate.

The Prime Vendor adjusted cases may only be used if the Prime Vendor has properly submitted Prime Vendor exceptions that explain these adjustments. These adjustments will either be subsequently approved or disapproved by the Contracting Officer or his/her delegation.

No single line item will be credited for more than 100% fill-rate. This includes both catch weight and non-catch weight items and for any items should the accepted quantity be greater than the quantity ordered.

The Government in-house record for fill-rate calculates the fill-rate for each line item of each purchase order, the fill rate per purchase order, the fill-rate per customer, and the fill-rate for all customers, for any period of time, based on order Required Delivery Dates (RDD). Fill-rates are calculated for non-catch-weight items and catch-weight items.

The Prime Vendor shall promptly inform the Contract Specialist, Contracting Officer, and COR of any specific instances that would absolve or excuse its failure to deliver an order, or individual line item(s), in full (i.e. customer written cancelation line or quantity prior to STORES receipt, customer ordered incorrect quantity, item being discontinued, etc.). If the Contracting Officer agrees with the justification, the exception will post to STORES which will result in the order or line(s) either being excluded from the Government fill-rate calculation or the correct order and receipt quantities being included in the calculation. These excusable instances represent Fill-Rate Exceptions and are shown below.

The Prime Vendor shall submit its fill-rate report (to include overall non-catch weight item fill rate based on cases and overall catch weight fill rate based on pounds) to the Contracting Officer. The reports shall be based on order required delivery dates (RDD), not order placement dates. The Government will compare and attempt to reconcile the Government and Prime Vendor's report. The Government's fill-rate report will be the official government record for contract performance evaluation. **Requests for fill rate exceptions should be submitted on a weekly basis along with the fill rate report(s).**

NOTE: If the demand for a specific item over the last 30 days exceeds 300% of the Prime Vendors AMD for that item from all customers, exception V01 may apply.

FILL RATE EXCEPTION CODES:

All Customers Except Navy Afloat		
Code	**Reason**	**Exception**
V01	Monthly Item Demand Exceeds Average Demand By >300% (OCONUS Only)	Yes
V02	Newly Cataloged Item (Insufficient Time For Vendor To Capture Demand History)	Yes
V03	Low Shelf Life Item - Frequency Restocking Required	Yes
V04	Customer Decreased Quantity Or Cancelled (Including Pre-Delivery)	Yes
V05	Customer Based Order Quantity On The Incorrect Unit Of Issue	Yes
V06	Customer Did Not Provide Sufficient Ordering Lead Time	Yes
V07	Item Being Phased Out (Catalog Timing Issue - Does Not Include Vendor Voluntary Brand Changes)	Yes
V08	Catch Weight Adjustment (Customer Orders 100 Lbs Actual Weight Of Product Is 98 Lbs)	Yes
V09	Product Recalled	Yes
V10	Other (Vendor To Provide Specific Explanation/Backup Documentation For "Other" Exception)	Yes
V11	Vendor Not In Stock Or Short Shipped	No
V12	CONUS/OCONUS NIS Caused by DTS Delay - Approved By The Contracting Officer/COR	Yes

Navy Afloat Customers		
Code	**Reason**	**Exception**
V02	Newly Cataloged Item (Insufficient Time for Vendor to Capture Demand History) Can only be used in the first 180 days of item being added to the catalog.	Yes
V04	Customer Decreased Quantity or Cancelled (Including Pre-Delivery)	Yes
V08	Catch Weight Adjustment (Customer Orders 100 LBS Actual Weight of Product is 98 LBS)	Yes
V12	CONUS/OCONUS NIS Caused by DTS Delay - Approved by the Contracting Officer/COR	Yes

4. Demand is defined as the sum of stock ordered via 850 EDI transactions into the Vendor's system excluding documented ordering error exceptions approved by the Contracting Officer/COR. Therefore, if the demand for a specific item over the last 30 days exceeds 300% of the Prime Vendors AMD for that item from all customers (except Navy Afloat), the VO1 exception may apply.

5. A Prime Vendor will still be required to support up to and including 300% of the AMD for Surge Calculations. **This ONLY applies to NON-NAVY Customers. The 300% exception only applies to the quantity of the order that exceeds 300% AMD.

This is an example of the pre-formatted DLA Troop Support Vendor Fill Rate Exception Spreadsheet:

				DLA Troop Support Vendor Fill Rate Exception Spreadsheet					
Contract #	DODAAC	PO Number	Stock #	Exception Code	Actual Order Cases	Actual Rcpt Cases	Actual Order Wgt (Catch)	Actual Rcpt Wgt (Catch)	Other Reason Verbose Description
Notes:									
1) If you are indicating that the PO line should be completely excluded from the fill rate calculation, enter the number "0" for columns F thru I.									
2) Columns H and I are required for catch weight items only.									
3) Exception codes must be from the current list of DSCP authorized vendor short shipment exception codes.									
4) Column J should only be filled in if exception code V00 has been entered in column E.									
5) Use the header provided without altering.									
6) Do not add additional columns.									
7) Do not delete existing columns.									
8) Do not provide additional column totaling.									

This is an example of the pre-formatted DLA Troop Support Vendor Fill Rate PO Summary Spreadsheet:

DLA Troop Support Vendor Fill Rate PO Summmy Spreadsheet										
Contract #	DODAAC	PO Number	Total Actual Order Cases	Total Actual Rcpt Cases	Total Actual Order Wgt (Catch)	Total Actual Rcpt Wgt (Catch)	Total # of Line Items	Overall Fill %	Overall Non Catch-Weight Fill %	Overall Catch-Weight Fill %
Notes:										
1) Columns F and G are required for catch weight items only.										
2) Use the header provided without altering.										
3) Do not add additional columns.										
4) Do not delete existing columns.										
5) Do not provide additional column totaling.										

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

A. CONTRACTING AUTHORITY

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

2. In the event that the Prime Vendor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made. The Contracting Officer is the only person who may authorize any modification or costs associated with a change.

3. Requests for information on matters related to this contract, such as an explanation of terms or contract interpretation, shall be submitted to the Contracting Officer.

B. ADMINISTRATION

1. A designated representative at the ordering activity will perform administration of the individual customer delivery order. This includes approving product substitutions and delivery changes.

2. The DLA Contracting Officer must approve any changes to the contract.

C. IN-PROCESS REVIEWS

1. The Contracting Officer will conduct In-Process Reviews (IPRs) to evaluate and discuss Prime Vendor performance on a monthly basis.

2. The Prime Vendor will be required to travel to Philadelphia, PA at least once per year, if/when feasible, to participate in an in-person IPR at no additional cost to the Government. As a minimum, the Prime Vendor participants must include: the contract administrator and/or program manager.

D. NOTICE TO CONTRACTORS

1. Offerors are hereby advised that although there is a guaranteed minimum of 10% of the estimated dollar value under this contract, DLA Troop Support does not guarantee that any

or all of the customers will order all of their subsistence from the resulting Prime Vendor, nor does the Government guarantee any purchases above the guaranteed minimum.

2. During the life of the contract, the resulting Prime Vendor will be required to periodically hold prices and all other catalog changes, depending on the 832 catalog schedule. Depending on the 832 catalog schedule, the changes may be postponed up to three (3) weeks, including, but not limited to, the Government's Fiscal Year change on October 1st, the week of Thanksgiving and the week of December 25th. Additional changes to the 832 schedule must be agreed upon by the Prime Vendor and the Contracting Officer.

E. CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM

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

A DoD Public Key Infrastructure (PKI) Certificate is required for all contractor users accessing CPARS. The requirement for certificates is implemented in accordance with DoD security policy promoting secure electronic transactions.

2. Obtaining a PKI certificate: For access to CPARS: A DoD PKI Certificate is required for all DoD employees accessing Architect-Engineer Contract Appraisal Support System (ACASS), Construction Contractor Appraisal Support System (CCASS), Contractor Performance Assessment Reporting System (CPARS), and Federal Awardee Performance and Integrity Information System (FAPIIS). Government contractors are also encouraged to obtain and use a certificate. Non-DoD Government users may continue to access ACASS, CCASS, CPARS and FAPIIS without a certificate.

PKI Certifications remain a requirement for access to some Government electronic systems. However, OCONUS Government contractors may have some difficulty in obtaining a PKI certificate, and while this is a requirement under special circumstances exceptions can be made. Additionally, the potential cost involved in obtaining a PKI certification should be considered when contractors establish distribution prices.

Government contractors who do not work at a DoD facility may purchase a DoD PKI certificate from one of three External Certificate Authorities (ECAs). The ECAs are contractors who provide digital certificates to DOD's industry partners who are using their own equipment or working in non-Government facilities. A list of ECAs is available at https://home.daas.dla.mil/daashome/pki_contacts.asp. Each contractor employee accessing CPARS will need an Identity Certificate (An Encryption Certificate is not required). Certificates, not including software storage, may range in price from $139 - $200 per certificate per year, with volume discounts at some ECAs. Each contractor must fully comply with the DoD requirement to implement PKI in order for our information systems to remain secure and viable, at no additional cost to the U.S. Government.

F. INVOICING

1. Each delivery will be accompanied by the Prime Vendor's delivery ticket/invoice. Three (3) identical copies shall accompany the shipment. The customer shall sign both copies, keep one and return the other to the Prime Vendor. Two (2) copies of the signed and annotated delivery ticket/invoice will serve as the acceptance document and should be returned to the driver. The third copy is for the customer's records. Any changes must be made by the customer on the face of both documents, attachments are not acceptable.

2. All invoicing for payment is to be filed electronically using EDI transaction set 810. No paper invoices shall be submitted to DFAS for payment. All invoices submitted by the Prime Vendor must be "clean", i.e. all debits and/or credits must be reflected on the invoice prior to submission.

i. In regard to Distribution Categories 1-11, 1A-5A, 19, 23-26, & 35 the Product Price, plus the Distribution Price will be established as a Prime Vendor catalog unit price for food and non-food orders submitted by the customer via STORES. In regard to Distribution Categories 12-13,27-30, 34, 36-40, 44, and 45 which do not have associated Product Prices, the Distribution Price will be established as a Prime Vendor catalog unit price for food and non-food orders submitted by the customer via STORES. The process for ordering, receipting, invoicing, billing, and payment is completely electronic via STORES and EBS.

ii. In regard to Distribution Categories 12-13, which do not have associated product prices, the Distribution Price will be established as a prime vendor catalog unit price. In regard to Distribution Category 12, Disposal, it is at the Contracting Officer's discretion as to whether the Product Price will be paid in addition to Distribution Category 12. A separate invoice shall be submitted to the Contracting Officer for review, however, the ultimate decision as to whether the Product Price will apply is at the discretion of the Contracting Officer. The Contracting Officer will provide detailed instructions for this process on a case by case basis. In regard to Distribution Category 13, all charges associated with Restocking Price must be submitted on a separate paper invoice by the Prime Vendor for Contracting Officer review.

iii. Each manual invoice submitted electronically must be certified by the Prime Vendor to reflect the amount of service actually provided. The approved invoice amount will be placed on order by DLA Troop Support via STORES using local stock numbers (LSNs) designated for itemized billing/costs and receipted. The Prime Vendor will then be authorized to electronically invoice the approved amount for payment on a monthly basis as follows.

Each paper invoice along with supporting documentation shall be cumulative for a one (1) month period and must be submitted to the Contracting Officer Representative no later than the 15th day of the following month, e.g. for the period of January 1 through January 31, referenced invoices must be received by February 15th. The Contracting Officer will authorize the prime vendor to submit the approved 810 invoices for payment as soon as evaluation of all documentation is completed.

3. Electronic invoice transactions may be submitted to DLA Troop Support daily; however, it cannot be stressed enough that all internal debit/credit transactions must be completed prior to the submission of the invoice. Invoice lines that do not contain the correct invoice data and/or contain incorrect quantities delivered or prices charged will be rejected. The contractor will be responsible for correction and re-submission.

4. The same invoice cannot be submitted with different dollar amounts, and the same invoice number cannot be used more than once during the fiscal year.

5. Invoices may not be submitted as "LIVE DATA" until a test transaction set has been cleared.

6. For catch weight items, standard rounding methods must be observed, i.e. less than

0.5 is rounded down; equal to or greater than 0.5 is rounded up. All weights must be rounded to whole pounds using standard rounding methods. Any line submitted for other than whole numbers will be rejected and require correction and re-submission by the Prime Vendor.

7. Unit prices and extended prices must be formatted not more than two (2) decimal places to the right of the decimal point, using standard rounding methods. STORES will not accommodate positions of 3 and above beyond the decimal point.

8. The following address must appear in the "Bill To" or "Payment Will Be Made By" block of the contractor's invoice:

Defense Finance and Accounting Service (DFAS)
BSM
P.O. Box 369031
Columbus, OH 43236-9031

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

i. Contract Number, Call or Delivery Order Number, and DoDAAC;
ii. Contract line listed in numeric sequence (also referred to as "CLIN order");
iii. Item nomenclature;
iv. LSN or NSN;
v. Quantity purchased per item in DLA Troop Support's unit of issue and Prime Vendor's unit of measure;
vi. Clean invoices must be submitted; and
vii. Total dollar value on each invoice (reflecting changes to the shipment, if applicable).

10. The Prime Vendor is required to use the DLA Troop Support Reconciliation Tool ("RECONTOOL") to identify and correct mismatches between invoices submitted and customers posted receipts. It is the responsibility of the Prime Vendor to adjust as necessary and communicate with the customer or DLA Troop Support as needed, in order to resolve any/all discrepancies.

G. PAYMENTS

1. DFAS-BSM (SL4701) is the payment office for this acquisition.

2. Payment of delivery orders will be made in accordance with the terms and conditions of Paragraph (i) of 52.212-4 "Terms and Conditions—Commercial Products and Commercial Services " (Feb 2026) and any addendum, appearing in the section of this solicitation entitled "Contract Clauses".

3. Payment is subject to the terms and conditions of the Prompt Payment Act (31 U.S.C. 3903) (The due date for making invoice payments by the designated payment office shall be the later of the following two events: (a) the 30th day after the designated billing office receives a proper invoice from the Contractor; (b) the 30th day after the Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.). All 810 electronic invoices must be submitted with accurate, sufficient, clean data before any payment can be made. However, the contractor shall not submit the 810 invoices for payment until the signed delivery ticket/invoice has been received directly from the customer.

4. Fast pay procedures do not apply.

5. The Prime Vendor must have the ability to accept an 820 transaction set from its financial institution. DFAS BSM will no longer forward a detailed summary of payment(s); this

information will only be available from your bank.

6. STORES/BSM Reconciliation Tool: In an effort to improve the payment process, contractors will have availability to view what the customer has or has not receipted, via the BSM website. The contractor will have access to "unreconciled" information; i.e., the invoice does not match the receipt because of a quantity or price discrepancy, or because the customer has not posted a receipt. Both invoice information and receipt information will be available for review by the contractor. While the contractor will not have the capability to update customer receipt information, update capability will be available for unreconciled invoice information for approximately 30 days.

7. The Government intends to make payments under the resultant contract by Electronic Funds Transfer (EFT). Refer to FAR 52.232-33, "Payment by Electronic Funds Transfer – System for Award Management" (Oct 2018). However, the election as to whether to make payment by check or electronic funds transfer is at the option of the Government.

Note to Offerors: FAR 52.229-11 and FAR 52.229-12 regarding Tax on Certain Foreign Procurements apply to this solicitation and contract. The offeror should fill in the representations in FAR 52.229-11, and shall submit IRS Form W-14 with its offer if it represents it is a foreign person as defined in FAR 52.229-11. DFARS 252.229-7014 may be applicable upon award.

H. MANAGEMENT REPORTS

The Prime Vendor shall provide the following reports to the Contracting Officer in the frequency indicated. Negative reports are required and the Government reserves the right to add requirements for additional reports at no additional cost to the Government. Each quantity and dollar value provided should be based on the item's unit of issue.

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

The Prime Vendor must make an affirmative statement regarding the accuracy and completeness of the information provided in said reports. To this end, the Prime Vendor is required to add the following statement to every management report submitted to DLA Troop Support: "I confirm that all the information submitted to the Government is complete and accurate to the best of my knowledge. I understand that false statements contained herein, may be punishable by law."

1. Fill Rate Reports (Weekly & Monthly): (Shall be submitted in non-protected Excel format)

i. Monthly Fill Rate Report – The monthly fill-rate by line item is calculated by dividing the number of cases accepted by the customer by the number of cases ordered. Mis-picks and damaged cases should not be included in this calculation, however, all items Not-In-Stock, rejected, returned, damaged, mis-picks, etc., should be clearly identified in the report. The report should specify fill rates per customer/dining facility and an overall average for the month. In addition to the fill rate by cases, catch weight items by pounds shall be reported as defined in the fill rate section of the contract.

ii. Weekly Fill Rate Report – In addition to the Monthly Fill Rate Report, the Prime Vendor will also submit a weekly report reflecting the previous week's business, by customer and

overall, to the Contracting Officer. This weekly report will follow the exact same format as the monthly fill rate report.

The Monthly and Weekly fill rate reports should specify fill rates grouped by contract/catalog number(s) (if applicable), DoDAAC (first six positions of the delivery order) and delivery order number. The date range of the report shall be based on the customer's RDD for the previous week as defined in paragraph ii above. The report shall contain all orders for the specified time period, as well as, a worksheet summary roll-up report tab that captures all contract/catalog numbers combined. The summary shall contain the following information:

- Overall fill rate based on cases
- Overall non-catch weight fill rate based on cases
- Overall catch weight fill rate based on cases
- Overall catch weight fill rate based on pounds
- Delivery orders shall be grouped by DoDAAC. Within each DODAAC sort fill rates by delivery order number

2. 832 Report (Monthly): Each line to contain at a minimum: DLA Troop Support stock number, item description, current product price, new product price, distribution price, current total price (current product + distribution), new total price (new product + distribution), Distribution Category, purchase ratio factor, unit of issue, unit of measure, and NAPA discount.

3. Slow Movers (Excess Stock) (Monthly): This report shall list all products that are being ordered in quantities of less than ten (10) cases per month. Purpose is to track slow moving items for possible deletion from the catalog.

4. Socio-Economic Report (Monthly):

i. This report shall list all products manufactured and/or supplied by Small Business, Small Disadvantaged Business, Minority-Owned Small Business, Women-Owned Small Business, Women-Owned Small Disadvantaged Business, HUB Zone Small Business, Veteran-Owned Small Business, or Service Disabled Veteran-Owned Small Business. This report shall be sorted by manufacturer/supplier, include quantity and dollar value, and be sorted by the applicable business size category of the manufacturer/supplier. The required format of this report will be provided by the Contract Specialist during post-award administration. NIB/NISH firms are not to be categorized under Small Disadvantaged Business as they are non-profit organizations and should be considered their own separate category.

NOTE: This report is for direct subcontracts for products supplied to customers. This report is not to include indirect costs. The Small Business Administration (SBA) must certify HUBZone businesses.

ii. A summary page of the report shall also be submitted that highlights the total dollars and percentages for each category. This information is very important since DLA Troop Support is required to report its success in meeting these goals for DLA. Also requested, but not required since DLA does not mandate these goals be reported, is a listing of products supplied and/or manufactured by Federal Prison Industries, Labor Surplus Areas, Historically Black Colleges or Universities and Minority Institutions.

5. Rebates (General) (Monthly): All rebates passed along to the customer via off-price reductions, or that is due to the customer, shall be summarized by listing each customer and the rebate amount. Also, the Prime Vendor shall include the manufacturer offering the rebate and the product usage. The total shall be per customer and per contract. The absence of rebates must be reported on a monthly basis as well.

6. Contract Retention Plan (Yearly): The Prime Vendor must have a records retention plan in compliance with FAR 4.703. The Prime Vendor's record retention plan must be approved by the Contracting Officer. The Prime Vendor's record retention plan should include the length of

time that it plans to retain contract file documents and electronic documents. The plan should also include the Prime Vendor's plan to back up electronic documents. For example, certain records must be retained until 3 years from the date of final payment. See FAR 4.703 for more information on retention of contract file documents.

7. Supply Chain Fitness Report (SCFR) (Weekly): The Prime Vendor must be able to present real-time asset visibility of its entire inventory (i.e. stock on-order, stock in-transit, and stock on-hand) as well as the anticipated usage and average demand for each item on the Prime Vendor catalog. The SCFR is a report which consists of 4 data tabs, 1 analysis Chart and 1 analysis table. The report format will be provided to the Prime Vendor post award; however, the report tracks weekly movements in demands against weekly changes in three segments of the supply chain (i.e. stock on-order, stock in-transit and stock on-hand). Each of these elements are reported and tracked at the line item level.

8. Not-in-Stock (NIS) (Weekly): This report must list all not-in-stock products (in accordance with the definition of fill rate/not in stock), the estimated get "well date", the product price, total NIS dollar value for each item and a total NIS dollar value for all items for a one-week period.

9. Rebates (Food Show) (As Needed): This report shall show a detailed break-out of all savings received at Food Shows by attending vendors and is as required based on the timing of the Food Show. The Contracting Officer should receive this report no later than two weeks after the end of the special pricing period and said report shall include a list of each customer, the Food Show amount, the manufacturer/broker name, and quantity ordered. Food Show rebates shall be listed per customer, per contract, and per manufacturer. The total shall be per customer and per contract.

10. NAPA Report (Monthly): This report should summarize the savings passed along to the customers in the form of deviated allowances realized as a result of utilizing the NAPAs. The report shall list each customer, the NAPA amount, the manufacturer/broker name, and quantity ordered. NAPA figures should be listed per customer, per contract and per manufacturer.

11. Cost Savings Report (Monthly): his report will help demonstrate the efforts that the Prime Vendor is making to reduce Product Price costs. The report format will be provided to the Prime Vendor post award; however, each line shall contain, at a minimum, DLA Troop Support stock number, Global Trade Identification Number (GTIN), Manufacturer name, description, savings type, reason for savings, price change comparison (including old price, new price and percentage difference), price validity (start and end dates), and savings for the fiscal year (including actual sales volume and actual cost savings).

12. Financial Status Report (Monthly): In order to ensure timely payments, a summarized account receivable and / or a "days of outstanding sales" shall be submitted by the Prime Vendor on a monthly basis. The report will be categorized by time periods and sorted further by customer. If problems should occur, a detailed listing by invoice number / call number will be requested. However, it is suggested that this report contain as much information as possible to alleviate problems immediately.

13. DLA Owned Material Report (Monthly): This report shall show a detailed description of the Operational Rations owned by DLA at various Prime Vendor locations. In addition to an overall report, the contractor shall provide a screenshot from its internal system to show the monthly inventory transaction history for each item. Each screenshot must clearly identify the item and warehouse location, along with the following information for each transaction: transaction type (receive/issue), quantity, the source or delivery destination, and the date the item was received or issued.

The contractor will also be required to upload monthly inventory report by the third business day of each month in the VMI/SMI Upload Tool

(https://businessportal.dla.mil/irj/portal). The contractor shall register for this tool during the contract implementation period by requesting the JD-02101 role in the Defense Logistics Agency Account Management and Provisioning System (AMPS). Note: Detailed instructions regarding registration and the use of the tool will be provided to the awarded contractor during the contract implementation period.

14. DLA Owned Material Physical Inventory Report (Annually): The contractor shall perform a complete physical inventory of all DLA Owned Material and provide a report of the results at least once per year. The report shall show the quantity on-hand for each item according to the contractor's inventory management system along with the corresponding quantity from the physical inventory.

I. PRIME VENDOR 832 CATALOGS

1. During contract implementation, the Prime Vendor will be required to establish and electronically submit 832 catalogs for testing and for live customer orders. A Subsistence Total Ordering and Receipt Electronic System (STORES) EDI Implementation Guideline is included herein.

2. The Prime Vendor will be required to establish a minimum of four (4) 832 catalogs. The actual number of required catalogs may vary throughout the life of the contract based on the actual number of customers, their needs, and their billing requirements. Catalogs will be established as needed to support the customers.

Catalog 1: This catalog should contain all items available for issue to all customers located in Southern Europe. The catalog unit price will consist of the product price + distribution price.

NOTE: Administrative catalogs will be created in the best interest of DLA Troop Support and the support needed for its customers. Administrative catalogs may not be created for the number of Prime Vendor platforms, therefore, the Prime Vendor’s warehouse management system MUST be able to accommodate a single catalog with multiple platforms.

J. CATALOG ORDER GUIDE

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

K. OTHER CONSIDERATIONS

The Prime Vendor will cooperate in any Government investigation relating to this contract. The Prime Vendor will also be responsible for ensuring subcontractor or partner cooperation in any Government investigation relating to this contract. Specific forms of cooperation will include making officials available for interviews, production of records, etc. The Prime Vendor will submit specific monthly reports, signed by a senior official of the company (i.e. Chief Financial Officer or someone higher in the organizational hierarchy), relating to pricing, discounts, rebates, allowances or other similar economic incentives or benefits that will be received by the contractor.

SOLICITATION PROVISIONS

Note: 52.212-1, Instructions to Offerors—Commercial Products and Commercial Services (DEVIATION 2026-O0038) (FEB 2026) is incorporated in this solicitation by reference. Its full text may be accessed electronically at https://www.acquisition.gov/far/index.html. Text is available for viewing in Subpart 52.2 Text of Provisions

ADDENDUM TO FAR 52.212-1 Instructions to Offerors—Commercial Products and Commercial Services

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

1. Paragraph (a), *Submission of Offers*.
   a. Replace paragraph (a) with the following:
   Submit signed and dated offers as specified on page 3 of this solicitation at Block 9 on or before the exact due date/local time as specified on page 3 at Block 8. [X] Facsimile offers are NOT authorized for this solicitation.

2. Paragraph (b), *Period for Acceptance of Offers*.
   Change "60 calendar days" to read "365 calendar days" from the date specified for receipt of offers (initial or revised, whichever is later).

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

   The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other non-price factors considered.

6. Proposal Factors and Components

(a) The following non-price and price components shall be used to evaluate offers:

SECTION A NON-PRICE PROPOSAL - – TECHNICAL FACTORS (NON-PRICE COMPONENTS)

Factor I. Warehouse Location and Capacity
Factor II. Resource Availability (Cash Flow, Equipment, and Carrier Agreements)
Factor III. Implementation and Management Plans

SECTION B NON-PRICE PROPOSAL – PAST PERFORMANCE (NON-PRICE COMPONENT)

BUSINESS PROPOSAL/PRICING (PRICE COMPONENTS)

Component I – Aggregate Distribution Price
Component II – Weighted Aggregate Product Price
Component III Total Evaluated Price

(b) General submission requirement information:

(i) All information is to be submitted in writing. In regard to electronic submissions, please use Microsoft Office Word .doc format version 2016 or later, PDF, or Excel. All electronic or hard copies of documents need to be formatted or submitted on 8.5 in x 11in standard paper.

(ii) The Government reserves the right to verify any information presented in the Non-Price and Business Proposals. Site visits or other reviews to assess the accuracy of the information provided in an offeror's proposal may be conducted by the Defense Contract Management Agency, Defense Contract Audit Agency or other qualified personnel during the evaluation process. A pre-award survey may be conducted even if a site visit is not conducted. That information may be used to determine if the offeror is financially capable of contract performance in accordance with the estimated dollar values of the solicitation.

(iii) The Completed Solicitation (Volume I), Non-Price Proposal, encompassing both Section A – Technical Factors I, II, and III, and Section B - Past Performance (Volume II), Price (Business) Proposal/Pricing (Volume III), are required to be uploaded to the DLA Internet Bid Boards System (DIBBS) at https://www.dibbs.bsm.dla.mil OR the DoD Safe electronic platform at https://safe.apps.mil. Proposals that do not provide the required information in the prescribed format may be excluded from further consideration.

NOTE: Each offeror must submit one Technical Proposal that addresses the ability to perform all requirements. Failure to offer or address requirements covering Zone 4 may result in the offeror being eliminated from consideration for this acquisition.

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

The Non-Price Proposal must demonstrate the offeror's ability to meet the Government's requirements as set forth in the solicitation. Failure to provide information as requested in any of the Non-Price Factors identified below in the section entitled Submission Requirement – Non-Price Proposal may render the proposal unacceptable.

Initial technical proposals are limited to no more than 25 pages. An additional 50 pages will be allowed for supporting documentation such as lease and carrier agreements. Font must be Times New Roman size 12. Pages must be single sided.

Any information submitted in excess of the page limitation for any factor or submission requirement will not be reviewed. Nonconformance with the instructions provided in this section, or any attempt to circumvent the format requirements or page limitations in this section, may result in rejection of the proposal.

NOTE: The page limitations discussed in this section apply to the submission of initial proposals. In the event discussions are conducted, these page limitations and format requirements may be adjusted or relaxed in order to ensure, among other things, meaningful discussions are conducted.

In order to receive full consideration, firms are encouraged to ensure that the information provided in the Technical Proposal is factual and complete. To ensure that an accurate evaluation of the proposal is made, **please address the non-price factors/components in the order in which they appear in the solicitation.** Failure to do so may result in the Technical Evaluation Panel overlooking important information.

(v) In the Business Proposal, the offeror is required to furnish limited pricing information as outlined below in the solicitation section entitled Submission Requirement – Business Proposal/Pricing – Volume III. To be acceptable, the firm's pricing must be complete, fair, and reasonable. Failure to provide the information requested may render the proposal unacceptable and may lead to a rejection of the offer.

The Business Proposal Market Basket Product Prices are used for evaluation purposes; the market basket items may or may not become part of the initial catalog. Final negotiated prices

shall become the baseline catalog prices at the time of the first order and shall be reflective of these prices at the time of first order. These prices then are permitted to be adjusted in accordance with the Economic Price Adjustment provisions.

Please refer to Section VI. INTERNATIONAL AGREEMENTS, WORKERS COMPENSATION INSURANCE AND INTERRPRETATION/TRANSLATIONS- paragraph A for more information about CENTCOM AND AFRICOM AOR Taxes, which may be relevant when submitting a proposal.

(c) Submission Requirement – Solicitation – Volume I

(i) The solicitation document, to include this attachment and amendments, as applicable, must be completed to include all required fill-ins and signatures. Each document must be printed in its entirety for submission. Solicitation amendments may contain additional required fill-ins. Required fill-ins/signature blocks include, but are not limited to, the following:

- The solicitation document page 1, blocks 17a, 30a, 30b, and 30c.
- The solicitation document pages 167-181, FAR 52.212-3 Representations and Certifications, unless otherwise updated by the offeror via its System for Award Management (SAM) record.
- The solicitation document pages 1 and 3.
- Each solicitation amendment, page 1, blocks 8, 15A, 15B, and 15C.

Note: The solicitation documents can be found on the DLA Troop Support website: https://www.dla.mil/Troop-Support/Subsistence/Food-services/Contract-Search or the DLA Internet Bid Board System (DIBBS): https://www.dibbs.bsm.dla.mil/default.aspx.

(ii) On a separate word document, submit a complete list of your affiliates, subsidiaries, and partially or wholly-owned companies that will be utilized for this contract. If not applicable, a negative reply is required.

(d). Submission Requirement – Technical Proposal – Volume II

SECTION A – TECHNICAL FACTORS

FACTOR I – Warehouse Location and Capacity

Submission Requirement – Factor I

1. In accordance with FAR 52.215-6 Place of Performance, the offeror shall identify the name and location of their OCONUS and CONUS warehouse distribution facilities, CONUS Source Load Manufacturing Facilities, and any Administrative/Management Support Offices that will be utilized in support of its distribution network for this requirement in the following format. Also, identify the owner and operator of each facility if other than offeror.

OCONUS Warehouse Distribution Facilities	
Place of Performance (Street Address, City, State, County, Zip Code)	Name & Address of Owner & Operator of the Plant or Facility if other than Offeror or Respondent

CONUS Warehouse Distribution Facilities	
Place of Performance (Street Address, City, State, County, Zip Code)	Name & Address of Owner & Operator of the Plant or Facility if other than Offeror or Respondent

CONUS Source Load/Manufacturer Facilities	
Vendor (Name & CAGE)	Place of Performance Street Address, City, State, County, Zip Code

Administrative/Management Support Offices	
Place of Performance (Street Address, City, State, County, Zip Code)	Name & Address of Owner & Operator of the Plant or Facility if other than Offeror or Respondent

NOTE: No change in the places(s) of performance shall be permitted between the closing date of the solicitation, original or amended, and the award date except where time permits and then only upon receipt of the Contracting Officer's written approval. Any change in the place(s) of performance cited in this offer and in any resulting contract is prohibited unless it is specifically approved in advance by the Contracting Officer at no additional charge to the Government. An offeror no longer using, possessing, or having access to an offered facility, as described in an offeror's proposal, may result in an offeror's proposal being considered unacceptable and therefore ineligible for award. Prior to award, the Government may verify the offeror's proposal information as it pertains to Place(s) of Performance.

2. For the proposed OCONUS facility(ies), discuss whether owned or leased. If the facility(ies) is leased, provide a copy of each lease agreement or memorandum of understanding as well as a detailed narrative explaining the nature and duration of each agreement. If the facility is owned by the offeror, provide substantiating documentation. Inside and outside photographs and diagrams (e.g. warehouse racking for dry/chill/frozen storage, loading docks, staging areas, etc.) must be provided and properly labeled.

3. For the proposed CONUS facility(ies), discuss the concept of operations between the parties for purchasing, warehousing, and transporting product via the Defense Transportation System from CONUS to OCONUS locations. Describe the roles of each party and provide a copy of any existing agreement or memorandum of understanding. Discuss advantages and disadvantages of your selection of an East Coast versus a West Coast facility in terms of arrival times and costs to the Government when product is transported via the Defense Transportation System.

4. Any proposed Prime Vendor built warehouse, which may be required to be constructed, and utilized for the storage of contract related subsistence items, must be included in the offeror's list of OCONUS warehouse distribution facilities. Discuss in detail any ongoing or proposed construction which will be necessary in support of their proposed OCONUS and CONUS warehouse facilities. Provide detailed information regarding applicable agreements, contracts, deeds and leases in support of their facility(ies) and specific timelines in regard to construction (i.e. groundbreaking through certificate of occupancy). Clearly address whether construction is contingent upon award (i.e. to commence upon award announcement) or whether currently ongoing. If some aspects of construction are ongoing, while others are contingent, this must be clearly described (e.g. groundbreaking will be 01 December 2025 irrespective OR groundbreaking will be 01 December 2025 IF award is made by 01 November 2025). Real-time dates must be supplied, and milestones already achieved must be highlighted. Photographs and diagrams must be provided and properly labeled. Building technical drawings and specifications may be requested at any time to ensure the adequacy and viability of the facility being built, if needed, and for award purposes. In the event that any ongoing or proposed construction will be necessary in support of the proposed OCONUS and CONUS warehouse facilities the Contracting Officer may provide the names and credentials of any authorized persons who wish to see the proposed warehouse construction site, its technical drawings and specifications, etc. Visits and documentation requests will be coordinated with the Contracting Officer Representative (COR) through DLA Troop Support Philadelphia.

5. Discuss in detail any proposed upgrades which will be necessary in support of their proposed OCONUS and CONUS warehouse facilities. Provide detailed information and specific timelines regarding its need to upgrade their proposed OCONUS and CONUS warehouse facilities to meet solicitation requirements (i.e. food storage (racking/material handling equipment/etc.), food defense (fencing/lighting/security cameras/etc.), quality control, etc.). If there are no upgrades needed, then a negative response is required.

6. Discuss how you intend to meet the quantity demand requirements of this solicitation in terms of the size of your OCONUS facilities (i.e. warehouse capacity for prime vendor product and GFM; American sized pallet spaces; refrigerated and dry space; etc. that will be available for use to fulfill the requirements of this solicitation). Provide clearly marked photographs of each OCONUS warehouse and a diagram of the layout in terms of the American sized pallet locations as it relates to the ordering volume of this contract.

7. For the proposed OCONUS facilities, discuss your available yard space for receiving inbound shipments for Prime Vendor product and GFM, retrograding trucks to include your capability to ship and receive simultaneously, and staging of out bound product for shipment and/or waiting to join a convoy. Include the number of doors available for shipping and receiving and any impediments to simultaneous use.

FACTOR II – Resource Availability (Cash Flow, Equipment, and Carrier Agreements)

Submission Requirement – Factor II

1. Describe your firm's financial capability to perform throughout the life of a resultant contract. Include any supporting documents (i.e. bank commitment letter, financial strength of your firm, etc.). Specifically address your firm's financial capability to perform during the 180-

day ramp up as well as during any surge timeframe. If additional finances will be required, discuss the intended method and lead time required to obtain said finances. If no additional finances will be needed to handle the proposed contract, please confirm in writing.

2. Identify the quantity, type, and location of the distribution equipment resources (such as trucks and material handling equipment) that it will utilize to meet the requirements of the instant solicitation. For each item, identify if it is leased or owned by the offeror. For leased equipment, provide a copy of the lease agreement, memorandum of understanding, or similar agreement with the lessor. If additional equipment/resources will be required to handle the proposed contract, discuss the intended method and lead-time required to obtain said resources. If no additional resources will be needed to handle the proposed contract, please confirm in writing.

3. Provide a detailed plan for maintaining and servicing vehicles and equipment to include the number and experience of personnel that it intends to utilize for this effort.

4. Describe your firm's experience utilizing United States Transportation Command (USTRANSCOM) designated carriers for the movement of product over ocean and via air. Provide a copy of your existing USTRANSCOM designated carrier agreement with Maersk, American President Lines (APL), and/or Hapag Lloyd, who typically handle routes to the solicitation areas or obtain and submit a copy of a new agreement with one of these carriers. Include any Universal Service Contract (USC) or Multimodal carrier agreements. **If you do not have current carrier agreements, obtain and submit a copy of a new agreement with at least one of these carriers.** The agreement should address: ocean and/or air movement of product, related issues such as claims processing and dispute resolution for losses and damage to Prime Vendor cargo by the carrier, process for resolution of claims by the carrier against the Prime Vendor for detention of carrier containers, port storage for detained containers, and maintenance provided by a carrier for detained refrigerated containers. If you are unable to obtain the agreement prior to proposal submission, explain how you will be able to obtain the required agreement from the listed carrier(s) on a post award basis (include the lead-time required to obtain). Additionally, a statement must be included acknowledging that the Government will not be liable for loss or damage of product while the material is being transported by a USTRANSCOM carrier.

FACTOR III – Implementation and Management Plan

Submission Requirement – Factor III

1. The offeror must discuss all elements of its implementation plan from contract award to Fully Operational Capability ("FOC") in accordance with the "Contract Implementation Phase" of the Statement of Work. The offeror's proposal must provide dated milestones that identify each step of the plan within the specified 180-day implementation timeframe. Any actions that will cause a delay and impact the successful FOC must be clearly identified.

2. The offeror must discuss how all elements of its supply chain management plan to include purchasing, over ocean transit times (i.e. Defense Transportation System (DTS) transit times), warehousing, local market ready items, and inventory management is taken into consideration to ensure a seamless implementation from the incumbent Prime Vendor operation to the proposed Prime Vendor operation.

3.Identify and discuss the Warehouse Management System that will be used in the performance of the proposed contract. Explain how your supply chain management plan will enable you to meet or exceed the 93% (Navy customers)/98% (Non-Navy customers) fill rate and 300% surge requirements. Discuss your supply chain management plan to include tasks associated with purchasing inventory, replenishing inventory, and managing inventory levels to achieve a consistent 93% (Navy customers) / 98% (Non-Navy customers) fill rate and to meet the 300% surge requirement. Explain how you plan to manage all items included within the

Master Load List (MLL).

4. The offeror must identify all aspects of the proposal that are dependent upon Government action and/or information for the offeror to successfully perform its transition to full implementation.

5. Discuss how you intend on meeting or exceeding each of the small business subcontracting goals as set forth from the DoD Office of Small Business at the time of the solicitation's closing date, original or amended, whichever is later.

SECTION B – PAST PERFORMANCE

Submission Requirement – Past Performance

1. Provide a brief performance record of up to five (5) of your highest dollar value or most comparable contracts, whether they are commercial or Government contracts, from the 36-month period preceding the closing date of the solicitation, original or amended, whichever is later. Provide the following information for EACH of the 5 selected contracts:

a. Contract/Account Number or Identifier
b. Contract Holder Point of Contact Information (Name, E-mail address, and phone number)
c. Time period that the account has been serviced
d. Annual sales dollar value
e. Number of customers that you deliver to on a routine schedule
f. Estimated line items/SKUs in inventory
g. Brief statement of the work performed to include a discussion of experience performing deliveries as a full line food distributor
h. Narrative to explain how the contract is similar in size and/or complexity to the solicited requirements
i. Discuss problems that you have encountered during performance and what steps were taken to resolve the problems, along with their resolutions

Note: Modifications to current contracts and Bridge contracts will not be evaluated separately. They will be evaluated as part of the identified contract and will not separately count toward the offeror's allotted five (5) contracts.

For purposes of evaluating Past Performance, offerors that are proposing a joint venture, partnership or a teaming approach may provide past performance information on team members. Offerors that are relying on past performance information of their team members must clearly demonstrate that the team member will have meaningful involvement in the performance of the resultant contract for that past performance to be considered. The most relevant past performance, and that which will receive the most credit, however, is the information directly related to the offering entity.

2. The offeror shall distribute the below questionnaire to each contract issuer identified in response to paragraph 1 above, except in the instance described below. Questionnaires shall be completed by the issuer of the contract and e-mailed directly from the issuer of the contract to the following e-mail addresses: Hunter.Taylor@dla.mil, Matthew.Depetris@dla.mil, and Jamie.Shuster@dla.mil no later than the solicitation closing date (original or amended). Offerors should follow-up with the issuers of the contracts to ensure the timely submission of questionnaires. This is not the responsibility of the Government or the Contracting Officer. The Government may contact the offeror's listed references to confirm the provided information and further survey the performance of the offeror. The Government may also obtain and use past performance information from sources other than those identified by the offeror, including those from publicly available, non-confidential verifiable sources.

Offerors that have or have had a Full Line Food Distribution contract with DLA Troop Support within the past 12 months and are not proposing a joint venture, partnership or teaming

approach should not submit a Past Performance Questionnaire. For those contracts, CPARS evaluations will be used as the record of Past Performance.

DLA Troop Support
Performance Questionnaire

Your willingness to complete the following questionnaire is appreciated. The information that you provide will be used in the awarding of federal contracts. Therefore, it is important that your information be as factual, accurate and complete as possible to preclude the need for follow-up by the evaluators. Request that the completed questionnaire is returned via e-mail to Hunter.Taylor@dla.mil, Matthew.Depetris@dla.mil, and Jamie.Shuster@dla.mil. Thank you.

Contract Information:

Evaluator's Name & Agency/Company _____

Evaluator's Phone Number _____

Evaluator's E-mail Address _____

Contract Number _____

Contractor's Name _____

Contractor's Address _____

Contractor's CAGE Code, if applicable _____

Contract Award Date _____

Contract Annual Dollar Value _____

Contract Term (Start date and End date) _____

Description of Supplies/Services Provided _____

_____

Contract Performance

Please circle, underline, or highlight in bold, one of the numbers for each question using the most appropriate scale description:

Excellent No Problems 5	**Very Good Rare Problems 4**	**Acceptable Occasional Problems 3**	**Poor Frequent Problems 2**			**Unacceptable Daily Problems 1**		**N/A N/A N/A**
1. Warehousing operations			5	4	3	2	1	N/A
2. Quality control & condition of delivered products			5	4	3	2	1	N/A
3. Customer support and satisfaction			5	4	3	2	1	N/A
4. Fill Rates (product accepted/product ordered)			5	4	3	2	1	N/A
5. Financial management			5	4	3	2	1	N/A
6. Overall Contract Performance			5	4	3	2	1	N/A

REMARKS (instances of problems or instances of exceptional performance):

_____

_____

_____

Note: N/A means Not Applicable.

(e). Submission Requirement – Business Proposal/Pricing – Volume III

Component I Aggregate Distribution Price

The Aggregate Distribution Price is calculated by multiplying each distribution price by its respective estimated quantity for each tiered pricing period and totaling the results. This calculation is performed for all items in the selected market basket and for Distribution Categories 7, 9, 12,13, 19, 23-30, 34-40, 44, and 45 which do not have associated item product prices due to the current catalog not having items in these Distribution categories. The estimated annual quantities associated with the categories are identified on the "Distribution Price Categories" tab in column E titled "Annual Quantity (Adjusted) In Unit of Measure Listed in Column D".

Component II Weighted Aggregate Product Price

The Weighted Aggregate Product Pricing is obtained by multiplying each product price in the Market Basket by its respective estimated annual quantity, totaling the results, multiplying the resulting number by 0.30, and then multiplying by 5 (5 years, the length of all tiers). This is for evaluation purposes only.

Component III - Total Evaluated Price

The Aggregate Distribution and Weighted Aggregate Product Prices will be added to obtain a Total Evaluated Price. This evaluated price will be used to determine the overall cost to the Government and will be used for evaluation purposes only. Even though aggregate prices will be used as the evaluation components for the Price Proposals, individual Product prices will be evaluated and individual outliers may be identified and reviewed to determine if offered prices are reasonable. The information requested on the Attachment 2, tab "Market Basket" and tabs "Distribution Price Categories", will be evaluated using price analysis techniques. Offerors are required to submit a quote for every item included within the Market Basket. After award, quotes for all required items will be reviewed for authenticity, accuracy, and price reasonableness prior to inclusion of the item in the catalog.

<u>To address the above prices, the offeror is required to submit the following elements:</u>

i. Solicitation Attachment 1 is an Excel Workbook, titled "Zone 4 Pricing Spreadsheet", which consists of four (4) worksheet tabs: "Totals", "Market Basket", "Distribution Price Categories", and "Current Catalog Items". The "Market Basket" tab is designed for the submission of all product prices in the yellow highlighted cells. The "Distribution Price Categories" tab is designed for the submission of all distribution prices in the yellow highlighted cells. It is mandatory that all offerors submit product prices and distribution prices in this format. Failure to submit all applicable information using the "Market Basket," and "Distribution Price Categories" tabs within Attachment 1, may result in the rejection of the contractor's entire proposal.

ii. The "Totals" tab calculates the offeror's aggregate offer by pulling information from the "Market Basket," and "Distribution Price Categories" tabs.

iii. The "Market Basket" tab lists each item along with demand data for Zone 4, measured in cases/pounds/each, for all tiers.

iv. The "Distribution Price Categories" tab lists each distribution category, along with demand data, measured in cases/pounds/pallets/each, for all tiers. The demand data in this tab, for each distribution category, is a compilation of each market basket item in that category, or as specified directly on the worksheet.

v. The "Current Catalog Items" tab lists the items that were cataloged for customer support as

of May 2025. It includes the Market Basket items and items that are likely to be cataloged by the Prime Vendor post award. This tab is provided for informational purposes only.

vi. Elements 1, 2, and 3 below must be submitted via Attachment 1 by completing the yellow highlighted cells in the "Totals," "Market Basket," and "Distribution Price Categories" tabs. Offerors must submit one (1) electronic copy via DLA Internet Bid Boards System (DIBBS) at https://www/dibbs.bsm.dla.mil OR the DoD Safe electronic platform at https://safe.apps.mil. The information and formulas provided in Attachment 1, are locked and may not be altered. Offerors are required to complete the cells that are highlighted in yellow only.

vii. Element 4 below must be submitted as one (1) electronic copy via DLA Internet Bid Boards System (DIBBS) at https://www/dibbs.bsm.dla.mil OR the DoD Safe electronic platform at https://safe.apps.mil.

viii. Element 5 must be in writing in a Word document format and is required to be uploaded to the DLA Internet Bid Boards System (DIBBS) at https://www/dibbs.bsm.dla.mil OR the DoD Safe electronic platform at https://safe.apps.mil.

ix. All pricing shall be offered in accordance with the pricing provisions of the solicitation, i.e., Contract Unit Price = Product Price + Distribution Price. See "Economic Price Adjustment – Actual Material Costs for DLA Troop Support Subsistence Product Price Business" as well as the above Price Definitions and Provisions and Invoicing sections.

x. The Government intends to make one award.

Element 1 – Aggregate Offer using the "Totals" tab of Attachment 1

DLA Troop Support has provided offerors with a tab titled "Totals" inside the Zone 4 Pricing Spreadsheet. Other than the offeror's name and commercial government entity (CAGE) code in cell E4, the offerors do not enter information in this tab. Rather, this tab calculates the offeror's aggregate offer, based on the information contained in the "Market Basket" and "Distribution Price Categories" tabs.

These calculations include all tiers as well as quantity adjustments which derive from alternate offers. These calculations rely on the information the offeror enters into the other portions of the pricing spreadsheet. Therefore, any incorrect information entered into the "Market Basket" and "Distribution Price Categories " tabs will skew this stated total.

After the offeror submits the price proposal, DLA Troop Support will verify the offeror-entered information based on the offeror-submitted documentation, e.g. Quote Sheets.

Note: This is not the offeror's total evaluated price. The total evaluated price is determined through the process described below under evaluation criteria.

Element 2 - Category/Distribution Prices using the "Distribution Worksheet" tab of Attachment 1

The Zone 4 distribution price categories to be used in this solicitation are listed in Attachment 1 on the "Distribution Price Categories " tab. All Distribution Prices must be offered as a dollar amount. Distribution Prices offered as a percentage are not acceptable. Prices must not extend more than two (2) places to the right of the decimal point. Pricing for all tiers shall be provided for the Distribution Price portion of the Contract Unit Price only. Acceptance of all tiers is mandatory, and if an offeror does not submit pricing for all tiers, the offeror's proposal may be rejected. The awarded Distribution Prices shall remain fixed for each applicable contract ordering period and shall be the same price for all customers.

The pricing scheme utilizes a total of 36 Distribution Categories. Categories 1 to 45 and

subcategories 1A, 2A, 3A, 4A, and 5A. These subcategories are identified with an "A". For example, Distribution Price category 1 is CONUS DRY CS purchased at a freight on board (FOB) origin price. Distribution Price category 1A is CONUS DRY CS purchased at a FOB Destination price which includes transportation, also known as National Price. Therefore, for the entire acquisition and award, all subcategory Distribution Prices (1A, 2A, 3A, 4A, and 5A) **MUST** be lower than their corresponding Distribution Price category (1, 2, 3, 4, and 5)). Distribution Categories 7, 9, 12,13, 19, 23-30, 34-40, 44, and 45 do not have associated product prices, and the estimated annual quantities associated with these categories are identified on the "Distribution Price Categories " tab in column E titled "Annual Quantity (Adjusted) - In Unit of Measure Listed in Column D".

Distribution Price Categories Tab

1. In Column "G", Rows 4 through 39, offerors will insert their distribution price for the first Tiered Pricing Period (a 24-month performance period, to include a 6-month ramp up) per the unit of measure (UOM) in column "D".

2. In Column "H", Rows 4 through 39, offerors will insert their distribution price for the second Tiered Pricing Period (an 18-month performance period) per the unit of measure (UOM) in column "D".

3. In Column "I", Rows 4 through 39, offerors will insert their distribution price for the third (final) Tiered Pricing Period (an 18-month performance period) per the unit of measure (UOM) in column "D".

Distribution Worksheet Prepopulated or Calculated Fields:

Column	Description
A	Cat. # – Distribution Price category number
B	Category Description – description of the food/item category
C	# of Items in Category– number of items in the Market Basket that are cataloged within a specific Distribution Price Category
D	Distribution Price Category Unit of Measure– unit used to calculate the quantity in its respective category
E	Annual Quantity in UOM Listed in Column D – All Customers, annual quantity per UOM (Column D) for all items in the Market Basket that are cataloged within a specific category
G	Tier #1– All Customers, total Distribution Price per Distribution Price category for the tier 1 period
H	Tier #2– All Customers, total Distribution Price per Distribution Price category for the tier 2 period
I	Tier #3– All Customers, total Distribution Price per Distribution Price category for the tier 3 period

Element 3 – Item/Product Prices, using the "Market Basket" tab of Attachment 1, and a supporting word document, which confirms the item description quoted.

The item information located in the "Market Basket" tab of Attachment 1, the Market Basket represents at a minimum, 40% of the anticipated dollar value of this solicitation. The distribution category for each item has been pre-designated as indicated within Attachment 1, "Market Basket" tab, Column "R". No changes may be made to an item's designated category. The estimated quantities for the items selected are indicated in Columns "U" and "W" are for information and evaluation purposes only. A Market Basket Worksheet must be completed for each item.

All offered items should match the description's specification requirements to include item description, unit package size, units per purchase pack, grade or fabrication. If the offeror's

proposed item does not adhere to the requirement, it may not be considered an acceptable item.

Meat items shall meet all the general and detailed requirements of the Government's item description in accordance with the IMPS or NAMPS equivalent. Regarding fat limitations, unless otherwise specified, the maximum average fat thickness shall be 0.25 inch, and trim, weight and thickness tolerances shall be as the specified quality grade.

Product prices entered on the Market Basket tab should match the supporting manufacturer's quote, see Element 4 below. Offerors shall not convert pricing to match the item's specification requirements when proposing an item. Any conversion will be done by DLA Troop Support and will be for evaluation purposes only.

Below are the instructions for the required data from the offeror for the Market Basket:

1. For each item on the Market Basket tab, the offeror shall confirm in a separate word document if the item quoted is or is not an exact match to the Market Basket item description. For items offered as an exact match, "Exact Match" must be stated. For items that are not offered as an exact match, "Alternate Item" must be stated to include a full description of the quoted item. Also, the specific difference(s) between the requested item description and the quoted item description must be clearly explained.

2. Offerors shall complete within the Market Basket tab, column G, Rows 3 through 103, "Evaluated Units per UOM (Offered)". The evaluated units per UOM offered must be based on the submitted manufacturer's quote (see Element 4 below). This is the number of evaluation units of measure the Prime Vendor is offering per case; e.g., the number of pounds per case, gallons per case, etc. If offering the actual requirement, this number should match the number in column E.

3. Offerors shall complete column H, Rows 3 through 103, Case Price (Y/N). Annotate either a "Y" for Yes, or an "N" for No whether the offered UOM is a case price.

4. Offerors shall complete column J, Rows 3 through 103, Product Price Exception B, C, D, or E Applies (Y/N). The product price exceptions are to be in accordance with the TS16-26 Economic Price Adjustment – Actual Material Costs For Subsistence Product Price Business (JUN 2017) language section (b)(3)(i) – (B) Contiguous United States (CONUS) based manufacturer, grower, or private label holder's product pricing; (C) Mandatory source item; (D) Prime vendor table displays/decorations; or (E) A CONUS-based redistributor's price for a specific manufacturer's product with either a "Y" for Yes, or an "N" for No. Items in a Distribution Price Category other than 1-5 have their corresponding column J cells locked.

5. Offerors shall complete column L, Rows 3 through 103, Quoted Product Price. The product price must be based on the submitted manufacturer's quote (see Element 4 below). **DO NOT deduct Food Show allowances** from the product price. **NAPA Discounts SHALL be deducted** from the product price; **however, the discount must be stated on the manufacturer's quote sheet.**

Market Basket – Prepopulated or Calculated Fields:

Column	Description
A	Line Item – item number in the Market Basket
B	LSN - Local Stock Number (LSN)
C	Description – basic description of the item of supply within a specific federal supply class (FSC)
D	EVAL UOM – Unit of Measure; the exact unit of issue per item
E	Evaluated Units per UOM (Historical) – the number of units that have historically been within the case currently purchased by DLA Troop
G	Evaluated Units per UOM (offered)
H	Case Price? (Y/N)

Column	Description
J	Product Price Exception: B, C, D, OR E APPLIES (Y=Yes or N=NO)
L	Quoted Product Price dated no earlier than…
M	Evaluated Price Adjusted UOM Offered
O	Evaluated Price Adjusted UOM Historic
P	Distribution Price Category UOM
R	Assigned Distribution Category #
S	Offered Distribution Price Category #
U	Annual QTY Based on Required Item
W	Annual QTY- Adjusted for Offered Item Size

Element 4 – Manufacturer Quotes

1. To substantiate the product prices submitted in response to Element 3 above, the offeror shall submit the **Official DLA Troop Support OCONUS Subsistence Price Quote sheet** (Attachment 2); one for each item in the Market Basket.

- The offeror shall distribute a copy of the below quote sheet to each individual manufacturer.
- The quote sheet is required to be completed by the manufacturer and returned to the offeror.
- The offeror shall submit the collective quote sheets in line item number sequence (1-114) along with its offer.

The Government may contact the manufacturer point of contact to confirm the provided information.

2. Manufacturer quotes should reflect prices effective no earlier than the issuance date of the solicitation.

Note: An individual manufacturer's quoted price may expire before your offer expires. Your offer is valid 365 days from the date specified for receipt of offers (initial or revised, whichever is later). Furthermore, the first post award catalog will be established at the award price. Product prices will only be eligible for change 30 days after the start of the first month of ordering in accordance with the economic price adjustment clause. Therefore, the risk of not being able to make your first set of purchases for the Market Basket items at the exact quoted price must be factored into your Distribution Price.

Element 5 – Discounts, Rebates, Allowances or Other Similar Economic Incentives or Benefits

The offeror shall identify all discounts, rebates, allowances or other similar economic incentives or benefits that will be received by the contractor. These discounts, rebates, allowances or other similar economic incentives or benefits shall be reported monthly as identified in the Management Reports section of the Statement of Work.

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

To ensure an objective price evaluation, the pricing of all offerors are to be based on the exact item in our Market Basket. When offerors qualify the salient characteristics of an item or items in the Market Basket and/or when the government detects (through a relative pricing review and or a review of supporting invoices or quotes) that the pricing proposed is on an item which differs from the Market Basket's description then the government reserves the right to employ remedies such as:

(a) Where an insignificant number of items differ from the Market Basket's description, those

items will be eliminated from the evaluation of all offerors;

(b) Single serve items with small quantity differences may be evaluated without adjustment, as any additional quantity provides no additional value; and

(c) Larger, generally case size items, with quantity differences may be evaluated on a per pound or similar basis.

(d) If a significant number of items differ from the Market Basket's descriptions, then the offeror may be eliminated from the competitive range or may be ineligible for award.

ADDENDUM TO FAR 52.212-2 Evaluation - Commercial Products and Commercial Services

1. Paragraph (a) is hereby expanded to read as follows:

(a) **The Government intends to make one award**. The Government intends to make an award from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other non-price factors considered. Because this procurement will use the tradeoff process as outlined in FAR 15.103-1, the Government may accept other than the lowest priced proposal as the overall best value. The Government will make a technical merit assessment based on information contained in the proposal and other information, which has or may be derived from sources other than the proposal. The following technical and price factors shall be used to evaluate offers:

SECTION A NON-PRICE PROPOSAL-TECHNICAL FACTORS
Factor I. Warehouse Location and Capacity
Factor II. Resource Availability (Cash Flow, Equipment, and Carrier Agreements)
Factor III. Implementation and Management Plans

SECTION B NON-PRICE PROPOSAL – PAST PERFORMANCE

BUSINESS PROPOSAL/PRICING

Component I Aggregate Distribution Price
Component II Weighted Aggregate Product Price
Component III Total Evaluated Price

The Government will use Best-Value Continuum Procedures, specifically the Tradeoff Source Selection Process. This process allows the Government to accept other than the lowest priced proposal or other than the highest technically rated proposal to achieve a best value contract award.

Technical Factors I, II, III, and Past Performance, individually, are of equal importance to each other and will be evaluated on a comparative basis among offerors. When combined, Technical Factors I, II, III, and Past Performance are significantly more important than price. However, as proposals become more equal in their technical merit, the evaluated price becomes more important. Any offeror that receives an Unacceptable rating on any individual factor will be considered Technically Unacceptable and will not be eligible for award.

Offerors will be required to submit all information in writing. The Government reserves the right to verify any information presented in the Non-Price and Price Proposals. Site visits to assess the accuracy of the information provided in an offeror's proposal may be conducted by the Defense Contract Management Agency, Defense Contract Audit Agency or other qualified personnel during the evaluation process.

This acquisition will be solicited as unrestricted.

2. Add paragraph (d) as follows:

(d) Source Selection and Evaluation Procedures:

Evaluation Process – Evaluations for each volume of the proposal will be performed exclusive of one another. Therefore, the Non-Price Proposal shall contain no reference to pricing data contained in the Price (Business) Proposal. Conversely, the Price (Business) Proposal should not address information requested under Non-Price Factors. Technical Factors I through III and Past Performance are considered Non-Price Factors and will be evaluated in accordance with the Non-Price Evaluation Process outlined below. Price will be evaluated in accordance with the Price Evaluation Process outlined below.

Non-Price Evaluation Process – Offerors are required to present all of their information in writing, as prescribed in the section of this solicitation entitled Submission Requirement – Non-Price – Technical Factors. Proposals so technically deficient as to make them technically unacceptable may be rejected as unacceptable. No discussions will be held with rejected offerors, nor will any rejected offeror be given an opportunity to revise its offer to correct deficiencies in order to become acceptable after the date and time specified for the receipt of offers.

Combined Technical/Risk Rating Method:

Evaluation Criteria: Section A, Factor I – Warehouse Location, and Capacity

The Government will evaluate the offeror's proposed distribution network. The location of warehouses and facilities, as well as the nature of and risk associated with the offeror's access to and control over said warehouses and facilities will be evaluated. Proposals containing CONUS facility locations that minimize time and/or costs to the Government's Defense Transportation System may result in a higher rating than those that add time and/or costs. Proposals containing OCONUS facilities that are owned by the offeror and existing as well as those with legally-binding long term lease agreements or commitments to enter into a long term agreement that provide full use of facilities conforming to the requirements of the solicitation may result in a higher rating than a proposal containing a proposed or contingent arrangement, or one which provides only partial use of a facility or otherwise raises questions concerning whether the offeror will have complete facilities available or capacity for contract performance when needed. Proposals containing existing facilities that are owned by the offeror will be rated more favorably than those proposals providing facilities that are either under construction or leased due to the lower risk involved with ownership.

Each offeror's physical OCONUS facility(ies), open capacity, layout and available yard space for staging of inbound and outbound product and their capability to ship and receive simultaneously (including the number of doors available for shipping and receiving and any impediments to simultaneous use) will be evaluated.

Evaluation Criteria: Section A, Factor II – Resource Availability (i.e., Cash Flow, Equipment, and Carrier Agreements)

The Government will evaluate each offeror's resources (i.e. financial, quantity and type of trucks

and material handling equipment, plans and personnel utilized for maintaining and servicing vehicles and equipment, and carrier agreements) available to successfully meet the requirements of the solicitation. Proposals with adequate existing financial resources and agreements with carriers will generally be rated more favorably than those without. Offerors that provide agreements (for example Lease Agreements or Memorandums of Understanding) that specifically identify the quantity and types of distribution equipment resources committed for use under the contract in the agreement may be rated higher than those without agreements or those that rely on general statements of availability.

Evaluation Criteria: Section A, Factor III – Implementation and Management Plans

The Government will evaluate each offeror's implementation plan from contract award to Fully Operational Capability (FOC) and seamless implementation. Plans that exceed solicitation requirements (e.g., 180-day implementation with a seamless transition, and less dependent upon Government action) may be rated more favorably. Supply chain management plans that demonstrate an offeror's ability to exceed a 93% (Navy customers) / 98% (Non-Navy customers) fill rate and 300% surge may be rated more favorably. Proposals that are less dependent upon Government action will generally be rated more favorably. Each offeror's knowledge of small business concerns and their ability to meet each subcontracting goal will be evaluated. Offerors with the ability to exceed small business subcontracting goals may be rated more favorably.

Evaluation Criteria: Section B, Past Performance

The Government will evaluate the offeror's record of Past Performance through its written proposal, Government in-house records (if applicable), and the information provided by the points of contact or references designated by the offeror. Government in-house records will be considered more reliable than information provided by other references. Government in-house records include, but are not limited to, Past Performance Information Retrieval System (PPIRS), Contractor Performance Assessment Reporting System (CPARS), information received through the Subsistence Total Order and Receipt Electronic System (STORES), and Customer Surveys. The most relevant past performance, which will receive the most credit, is the information directly related to the offering entity.

There are three aspects to the past performance evaluation. The first is recency which evaluates whether each offeror's past performance is current. The second is relevancy, which evaluates whether each offeror's past performance is relevant to the performance requirements of the contract identified in the solicitation. The third aspect is quality of products or services for which a separate quality assessment rating will not be assigned, as it will be based on the offeror's overall record of recency, relevancy, and quality of performance.

Recency is generally expressed as a time period during which past performance references are considered relevant and is critical to establishing the relevancy of past performance information. Contract performance will be considered recent if any portion of the contract was performed after the date that is 36 months prior to the solicitation's closing date, original or amended, whichever is later. Only recent contracts will be evaluated for relevancy.

In establishing what is relevant for past performance, consideration shall be given to those aspects of an offeror's contract history which provide the most confidence that the offeror will satisfy the current procurement requirements. Those aspects of relevancy include performing as a full line food distributor in contingency operations, annual dollar value, number of line items/SKUs in inventory, and number of customers supported. Contracts that demonstrate most of the relevancy aspects, as described above, may be rated more favorably.

The estimated requirements of the solicited contract are as follows:

	Zone 4

Annual Dollar Value	$60 million
Estimated lines items/SKUs	700
Number of Customers Supported	7 entities; up to but not limited to 30 customers

In establishing how well the contractor performed (i.e. quality of performance) on the present/past contracts, the Government will evaluate the offeror's record of Past Performance through its written proposal, Government in-house records (if applicable), and the information provided by the points of contact or references designated by the offeror. Government in-house records will be considered more reliable than information provided by other references. Government in-house records include, but are not limited to, Past Performance Information Retrieval System (PPIRS), Contractor Performance Assessment Reporting System (CPARS), information received through the Subsistence Total Order and Receipt Electronic System (STORES), and Customer Surveys. The most relevant past performance, and that which will receive the most credit is the information directly related to the offeror.

Note: The Government may contact the offeror's listed references to confirm the provided information and survey the performance of the offeror. The Government may also obtain and use past performance information from sources other than those identified by the offeror. These would be publicly available, non-confidential sources. For offerors who have had/have a Prime Vendor contract with DLA Troop Support Subsistence, the relevant CPARS evaluation will be used to evaluate Past Performance; Past Performance Questionnaires will not be accepted for those offerors.

Note: Modifications to current contracts and Bridge contracts will not be evaluated separately. They will be evaluated as part of the identified contract, and will not separately count toward the offeror's allotted five (5) contracts.

Price Evaluation Process:

The Government will evaluate limited pricing data with the initial proposals, and during discussions if negotiations are conducted, in accordance with FAR 15.4, "Contract Pricing." The Government will evaluate the offeror's pricing in Attachment 1 "Zone 4 Pricing Spreadsheet". Included in this process is the evaluation of tier pricing periods. The purpose of the price evaluation is to provide a Total Evaluated Price for use in the award decision, and to provide a basis for determining that the contract price is fair and reasonable. The following Business Proposal/Pricing factors will be used.

Component I. Aggregate Distribution Price:

The Aggregate Distribution Price is calculated by multiplying each distribution price by its respective estimated quantity for each tiered pricing period and totaling the results. This calculation is performed for all items in the selected market basket and for Distribution Categories 7, 9, 12,13, 19, 23-30, 34-40, 44, and 45 which do not have associated item product prices due to the current catalog not having items in these Distribution categories. The estimated annual quantities associated with the categories are identified on the "Distribution Price Categories" tab in column E titled "Annual Quantity (Adjusted) In Unit of Measure Listed in Column D"

Component II. Weighted Aggregate Product Price:

The Weighted Aggregate Product Pricing is obtained by the following method: multiplying each product price in the Market Basket tab on Attachment 1 by its respective estimated annual quantity and totaling the result. The resulting number is then multiplied by 0.30 and then multiplied by 5 (5 years, length of contract). This calculation is for evaluation purposes only.

Component III. Total Evaluated Price

The Aggregate Distribution Price is more important than Aggregate Product Prices since distribution prices are fixed throughout the life of the contract. Therefore, Distribution Price is considered more important than Product Prices. Product Prices may be adjusted throughout the life of the contract, in accordance with economic price adjustment provisions. Thus, for evaluation purposes only, the Aggregate Product Price, is reduced, or weighted.

The Aggregate Distribution and Weighted Aggregate Product Prices will be added to obtain a Total Evaluated Price. This evaluated price will be used to determine the overall cost to the Government and will be used for evaluation purposes only, meaning that the evaluated price of an item may not be the same as the price the item would be cataloged after award. Even though aggregate prices will be used in the evaluation for the Price Proposals, individual Product prices will be evaluated and individual outliers may be identified and reviewed to determine if offered prices are reasonable. The information requested on the "Market Basket" and "Distribution Worksheet" tabs of Attachment 1, will be evaluated using price analysis techniques. Offerors are required to submit a quote for every item included within the "Market Basket" tab. After award, quotes for all required items will be reviewed for authenticity, accuracy, and price reasonableness prior to inclusion of the item in the catalog.

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

a) Where an insignificant number of items differ from the Market Basket descriptions, those items will be eliminated from the evaluation of all offerors;
b) Single serve items with small quantity differences may be evaluated without adjustment, as any additional quantity provides no additional value; and
c) Larger, generally case size items, with quantity differences may be evaluated on a per pound or similar basis.
d) If a significant number of items differ from the Market Basket descriptions, then the offeror may be eliminated from the competitive range or may be ineligible for award.

Competitive Range Determination:

The Government may award without discussions. If, however, a determination is made to conduct discussions, after initial evaluations are completed, the contracting officer will make a competitive range determination. The Government reserves the right to reduce the competitive range for efficiency. Offerors in the competitive range will be included in discussions. Offerors not in the competitive range will not participate in discussions and will no longer be considered for award. Offerors excluded from the competitive range will be notified in writing. At that time, Pursuant to FAR 15.206-2(a) an offeror may request a pre-award or post-award debriefing.

Pre-Proposal Conference. The Government does not intend to hold a pre-proposal conference; however, the offerors will have an opportunity to submit pre-solicitation questions. The Government will not be liable for expenses incurred by an offeror prior to contract award. Offerors are cautioned that remarks and explanations provided in response to questions received do not change the terms of this solicitation unless the solicitation is amended in writing.