SPM300-12-D-3519 Y. HATA & CO,

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER | PAGE 1 OF

2. CONTRACT NO. SPM300-12-D-3519

3. EFFECTIVE NOV 30 2011 | 4. ORDER NUMBER

5. SOLICITATION NUMBER SPM300-08-R-0017 | 6. SOLICITATION ISSUE DATE 19 JUNE 09

7. FOR SOLICITATION INFORMATION CALL: | a. NAME | b. TELEPHONE NUMBER (No collect calls) | 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY CODE SPM300
DLA Troop Support
Directorate of Subsistence-FTAF
700 Robbins Avenue
Philadelphia PA 19111

10. THIS ACQUISITION IS
☑ UNRESTRICTED OR ☐ SET ASIDE: ☐ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ 8(A)
☐ FOR: EMERGING SMALL BUSINESS
NAICS:
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE | 12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | 13b. RATING

14. METHOD OF SOLICITATION ☐ RFQ ☐ IFB ☑ RFP

15. DELIVER TO CODE
Hawaii Land Customers
See Schedule

16. ADMINISTERED BY CODE
Same As Block #9

17a. CONTRACTOR/OFFEROR CODE 3H194 FACILITY CODE
Y. Hata & Co. LTD
285 Sand Island Access Rd.
Honolulu, HI 96819-2227
TELEPHONE NO.
☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE
Defense Finance and Accounting Svc (DFAS)
BSM
P.O. Box 369031
Columbus, OH 43236-9031

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Indefinite Quantity Contract for Full Line Foods Service Distribution to Hawaii Land Customers Delivery Period: 12/15/2011 Thru 12/14/2013. Contract Period: Contract is for two (2) year base Period.				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA
97X4930 5CBX 001 2620 839189

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
$17,580,000.00 25% Min 4,395,000.00

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED
☑ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☑ NIL ☐ ARE NOT ATTACHED

☑ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

29. AWARD OF CONTRACT: REF. Y. HATA OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR
Russell J Hata

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print)
Russell J. Hata, Chairman of the Board

30c. DATE SIGNED 11/29/11

31b. NAME OF CONTRACTING OFFICER (Type or print)
THOMAS E. HALEY

31c. DATE SIGNED NOV 30 2011

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2005)
Prescribed by GSA - FAR (48 CFR) 53.212

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Attachment 6 – QCOG List
Attachment 7 – Monthly Fill Rate Report
Attachment 8

The followings are incorporated into this contract:

a. Y. Hata & Co. initial Technical/Business (Cost/Price) Proposal dated **12/4/2009,** including all enhancements and revisions through Final Proposal Revisions dated 7/12/2011

Block 17A. (continued)

Offerors:	Specify CAGE Code:	3H194
	DUNS Number:	007977770
	Fax Number(s):	808-852-6780
	E-Mail Address:	glum@yhata.com
	Company POC:	Glenn Lum
	Phone Number:	808-852-6742

Block 17B (continued)

Remittance will be made to the address that the vendor has listed in the Central Contract Register (CCR). See DFARS 252.204-7004.

- ***Authorized Negotiators***

The following person(s) is/are authorized to negotiate on its behalf with the Government in connection with this contract. Please list names, titles, telephone numbers and facsimile (FAX) numbers for each authorized negotiator.

AUTHORIZED NEGOTIATORS

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations:

Russell J. Hata, President &CEO – Y. Hata & Co., Limited
(808)864-4219 – Phone (808)852-6780 – Fax rhata@yhata.com - Email

Glenn Lum, Director of Administration – Y. Hata & Co., Limited
(808)852-6742 – Phone (808)852-6780 – Fax glum@yhata.com - Email

Bruce Comer, Contract Administrator, PCA
(505) 880-1758 – Phone (505) 880-1754 – Fax bcomerpca@earthlink.net - Email

Mark Comer, Assistant Contract Administrator, PCA
(505) 880-1758 – Phone (505) 880-1754 – Fax mcomer@pca7.net - Email

Blocks 19-24 (continued)
See Attachments 1 through 5.

CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JUN 2010)

Note: **52.212-4, Contract Terms and Conditions—Commercial Items (JUN 2010)** is incorporated in this solicitation by reference. Its full text may be accessed electronically at http://www.dla.mil/j-3/j-336/icps.htm.

ADDENDUM TO FAR 52.212-4 ***CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JUN 2010)***

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 receiving official.

2. **Paragraph (c)**, *Changes*, is deleted in its entirety and replaced with the following:
(c) Changes.
   (1) In addition to bilateral modifications, 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.
   (5) Failure to agree to any adjustment shall be a dispute under the Disputes Clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract.
   (6) The Contracting Officer, at his/her discretion, may unilaterally invoke administrative changes to the contract.

3. **Paragraph (m),** *Termination for Cause*.
Delete paragraph (m) in its entirety and substitute the following:
(m) Termination for Cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If this contract is terminated in whole or in part for cause, and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of $1,155.00 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 together with any incidental or consequential damages incurred because of the termination. If it is determined that the Government improperly terminated this contract for cause, 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 Prime Vendor (PV), supplier or manufacturer, the PV 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, Tina Frederico at 215-737-4545
- (iii) DLA Troop Support Account Managers, Bernadette Poserina at 215-737-7543 and Woody Cooper at 215-737-9198
- (iv) DLA Troop Support Consumer Safety Officer at 215-737-3845

(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
- (iv) List of customers that have received product
- (v) Name and phone number of responsible person (Recall Coordinator)

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

5. Paragraph (t), *Central Contractor Registration(CCR).*

Add the following paragraph:

(5) Definitions.

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

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

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

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

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

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

"Registered in the CCR Database" means that—

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

(b) The Contractor's CAGE code is in the CCR database; and

(c) The Government has validated all mandatory data fields and has marked the records "Active".

6. Order of Precedence for this contract is:

(1) SF 1449 including pages 1 thru 170.

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (AUG 2011)

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
__X_ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

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

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

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

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

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

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

_X__ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).

___ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).

_X_ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (10) [Reserved]

___ (11) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

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

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

___ (12) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

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

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

_X_ (13) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

_X_ (14) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)

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

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

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

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

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

___ (17) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

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

___ (18) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (19) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

__X_ (21) 52.219-28, Post Award Small Business Program Representation (Apr 2009) (15 U.S.C. 632(a)(2)).

___ (22) 52.219-29, Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).

___ (23) 52.219-30, Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).

_X_ (24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

_X_ (25) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

_X_ (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

_X_ (27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

___ (28) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

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

___ (30) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

___ (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

_X_ (32) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (33) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

_X_ (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

_X_ (35) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

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

_X_ (36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).

___ (37) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (38) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Jun 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-301, 109-53, 109-169, 109-283, and 110-138).

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

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

_X_ (39) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

_X_ (40) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

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

___ (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_X_ (45) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

___ (46) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (47) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

_X_ (48) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (49) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

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

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

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

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

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

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

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

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

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

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

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

(iii) [Reserved]

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

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

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

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

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

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

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

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

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

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

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

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

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

52.216-9065 ECONOMIC PRICE ADJUSTMENT – ACTUAL MATERIAL COSTS FOR SUBSISTENCE PRODUCT PRICE BUSINESS MODEL (MAY 2011) DLAD

(a) **WARRANTIES**: For the portion of the schedule that is covered by this EPA clause, the contractor warrants that --

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

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

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

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

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

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

(i) Exceptions:

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

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

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

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

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

C) Mandatory Source Items: The product price shall be limited to the nonprofit agency's price for product as set in accordance with applicable law. The product price shall be based on FOB Origin/Nonprofit Agency. (Prices set in accordance with applicable law (FOB Origin/Nonprofit Agency).

D) Prime Vendor Table Displays/Decorations only: For products listed in Category {N/A} Prime Vendor Table Displays/Decorations only, the product price shall be based on FOB Origin/Point of the manufacturer's distributor because the manufacturer will not sell directly to the prime vendor. This exception must be approved by the Contracting Officer on a case by case basis. Support documentation is required.

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

(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 (Product Allowance), shall be reflected via a reduced STORES price, resulting in a lower invoice price to the customer. Any rebates that must be passed to the Government and which cannot be applied as an up-front price reduction must be submitted via check made to the US Treasury, attached with itemized listing of all customer purchases by line item to include contract number, call number, purchase order number and CLIN number.

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

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

(7) "Ordering Month" means from the Sunday (12:01 AM) of the First full week in a calendar month through the last Saturday (11:59 PM) prior to the Sunday of the next calendar month's first full week (Eastern Time ET, standard or daylight as applicable).

(c) **PRICE ADJUSTMENTS**:

(1) General:

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

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

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

(iii) **Updates to the Product Price**: All notices and requests for new item product prices and price changes shall be submitted monthly, no later than 12:00 pm local Philadelphia, PA time on the last Monday of each month for submission not later than 12:00 PM local Philadelphia, PA time on the last Monday of each month, to be effective in the following Ordering Month's Ordering Catalog prices. The Product Price shall have any and all Product Allowance subtractions made prior to presenting the Product Price to DLA Troop Support. The Contractor shall notify the Contracting Officer of its notice/request in the form of an EDI 832 transaction set. The change notice shall include the Contractor's adjustment in the Product Price component of the applicable Contract Unit Price. Upon the Contracting Officer's acceptance of such 832 price changes in accordance with v below, the price change transaction sets will post in the next month's Ordering Catalog and each contract unit price shall be changed by the same dollar amount of the change in the Product Price in the next month's Ordering Catalog.

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

(v) Price change requests that the Contracting Officer questions or finds to be inconsistent with the requirements of this clause shall not be posted until the Contracting Officer specifically authorizes the posting. If the Contracting Officer does not notify the Contractor by close of business local Philadelphia, PA 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 clause, constitutes a modification to this contract. No further contract modification is required to effect this change.

(vi) Should the Contracting Officer determine that, or question whether, a price change request contained an erroneous unit price or price change, or cannot otherwise determine the changed price(s) to be fair and reasonable, such as when the changed price(s) is (are) higher than lower Product Prices for items of comparable quality which are reasonably available to the Government or Contractor from other sources, the Contracting Officer will so advise the Contractor, prior to close of business local Philadelphia, PA time on the Friday immediately following the Monday. If the Contracting Officer cannot determine a price fair and reasonable, and the Contracting Officer and the Contractor cannot negotiate a fair and reasonable price, the Contracting Officer may reject any price change and direct in writing that the item in question be removed from the Contractor's Ordering Catalog, without Government liability. The Contracting Officer may subsequently remove any such item from the Ordering Catalog if the Contractor fails to remove it. The Government has the right to procure such removed items from any alternate source of supply, and the failure of the Contractor to supply such item will be considered a negative instance of performance.

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

(2) Limitations: All adjustments under this clause shall be limited to the effect on Contract Unit Prices of actual increases or decreases in the Product Prices for material. There shall be no upward adjustment for --

(i) Supplies for which the Product Price is not affected by such changes;

(ii) Changes in the quantities of material; and

(iii) Increases in unit prices that the Contracting Officer determines are computed incorrectly (i.e. not adhering to the Contract Unit Price definition in this clause) and/or increases in unit prices that the Contracting Officer determines are not fair and reasonable.

(d) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT**: The aggregate of contract product price increases for each item under this clause during the contract period inclusive of any option period(s) or tiered pricing period(s) shall not exceed 70(%), 90(%) for Fresh Fruits and Vegetables (FF&V)) of the initial Contract product price, except as provided below:

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

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

(e) **DOWNWARD LIMITATION ON ECONOMIC PRICE ADJUSTMENTS:** There is no downward limitation on the aggregated percentage of decreases that may be made under this clause.

(f) **EXAMINATION OF RECORD**: The Contracting Officer or designated representative shall have the right to examine the Contractor's books, records, documents and other data, to include commercial

sales data, the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause. Such examination may occur during all reasonable times until the end of 3 years after the date of final payment under this contract or the time periods specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier.

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

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

Solicitation # SPM300-08-R-0017 07.19.2011

Offeror: Y. Hata & Co., Limited

Distribution Fee Categories

Category Items	Cat. #	UOM	Base Dist Cat Price	UOM Option Distr. % Change	Opt 1 Dist Cat Price
Beef, Raw, Steaks (Solid Muscle)	1	LB			
Steak Cuts (Tenderloins, Strip Loin, Rib Eye, Short Loin)	2	LB			
Beef, Raw, Roasts (i.e. Steamship, Knuckles, Chuck), Stew Meat, Breaded Beef Items, Braising Steak, Raw Fajita Meat	3	LB			
Beef – Patties, Ground, Bulk, Raw	4	LB			
Beef – Precooked Products (Includes Precooked Ground Beef)	5	LB			
Poultry – Raw, Minimally processed bone-in (cut quarters, 8-piece cut, halves, whole), Cornish Hen	6	LB			
Poultry – Raw, Boneless and Raw, Breaded or Unbreaded Processed	7	LB			
Poultry – Precooked Products	8	LB			
Pork – Raw, Whole Loins, Chops, Steaks	9	LB			
Pork, Raw, Roasts (excluding loins), Ribs, Breaded and Unbreaded fabricated items (i.e., breaded pork steak, pork stew meat)	10	LB			
Pork Precooked Products	11	LB			
Cooked Sausage, Scrapple, Bacon, Pork Roll, Breakfast Ham	12	LB			
Raw Sausage, Scrapple, Bacon, Pork Roll, Breakfast Ham	13	LB			
Luncheon Meats, Franks, Corn Dogs, Pizza Toppings	14	LB			
Lamb, Veal, Breaded & Unbreaded Products	15	LB			
Shellfish – Whole Lobster, Lobster Tails, Crab Legs	16	LB			
Shellfish, Other – To include Shrimp, Oysters, Clams, Scallops, Crab Cakes, Unbreaded	17	LB			
Shellfish, Other – To include Shrimp, Oysters, Clams, Scallops, Crab Cakes, Breaded	18	LB			
Fish, Whole, Portioned, Fillets, Solid Muscle, Unbreaded, Raw	19	LB			
Fish –Formed, Fillets, Portioned, Solid Muscle, Breaded, Cooked and Raw	20	LB			

Canned and Pouched Fish and Meats, Canned Entrees	21	CS
Frozen Entrees	22	CS
Frozen: Appetizers, Breakfast, Pizza, Pizza Crust, Burritos, Desserts, Breads/Dough, Bagels, Biscuits, Pancakes, French Toast, Doughnuts, Danish	23	CS
Bakery and Cereal Products: Rice, Dried Beans, Crackers, Snack Foods, Dry Pasta, Flour, Cones, Bread Crumbs, Croutons, Bulk Sugar, Cookies Dry, Baking Mixes, Pie Fillings, Granola Bars, Bulk Creamer	24	CS
Locally Procured Fresh Bakery	25	CS
Bouillons, Dry Soups, Soup and Gravy Bases, Gravy, Cooking Wine, Sauces	26	CS
Frozen Soups	27	CS
Shortenings and Food Oils	28	CS
Shortenings and Food Oils, 36 LB CASE OR GREATER	29	CS
Butter and Margarine	30	CS
Sandwich/Meal Kits	31	CS
Prime Vendor Fresh Fruits & Vegetables (FF&V)	32	LB
Fruits/Vegetables/Nectars, Frozen = to or > 24 LB Case	33	CS
Fruits/Vegetables/Nectars, Frozen, < 24 LB Case	34	CS
Fresh Processed, Prepared, Chilled Salads	35	CS
All No. 10 Size Cans	36	CS
Non-Refrigerated: Fruits, Juices (Non-Beverage), Nectar, Vegetables, Dehydrated Dairy, Baby Food, Nutritional Supplements, Dietetic Products – Can, Jar, or Bottle	37	CS
Table Top: Condiments, Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Gelatin, Puddings	38	CS
Bulk Size = to or > 64 ounces: Condiments, Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Gelatin, Puddings	39	CS
Individual Portion Controlled Size Packs: Up to 200 Count Case; Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Salt, Pepper, Sugar, Non-Dairy Creamer, Cocoa, Cream Cheese	40	CS

Individual Portion Controlled Size Packs: 201 to 500 Count Case; Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Salt, Pepper, Sugar, Non-Dairy Creamer, Cocoa, Cream Cheese	41	CS
Individual Portion Controlled Size Packs: 501 to 1000 Count Case; Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Salt, Pepper, Sugar, Non-Dairy Creamer, Cocoa, Cream Cheese	42	CS
Individual Portion Controlled Size Packs: 1001 to 3000 Count Case; Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Salt, Pepper, Sugar, Non-Dairy Creamer, Cocoa, Cream Cheese	43	CS
Individual Portion Controlled Size Packs: 3001 Count Case and Greater; Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Salt, Pepper, Sugar, Non-Dairy Creamer, Cocoa, Cream Cheese	44	CS
Spices, Flavorings or Food Colorings	45	CS
Spices, Individual Container	46	CO
Desserts – Sheet/Layer Cakes, cheese Cakes, Specialty Cakes, Pies, Cobblers	47	CS
Eggs: Fresh Shell (Per Dozen),	48	CS
Egg Product: Liquid, Frozen, Shelf Stable	49	CS
Chilled Dairy and ESL Foods: Yogurt, Sour Cream, Cottage Cheese, Heavy Cream, Half & Half	50	CS
Cheese to Include Non Individual Portion Controlled Pack Cream Cheese: Up to a 20 Pound Case	51	CS
Cheese to Include Non Individual Portion Controlled Pack Cream Cheese: Greater Than a 20 Pound Case	52	CS
Milk and Juices: Fresh, Chilled, Frozen and ESL: Up to 46 Ounce Containers	53	CS
Milk and Juices: Fresh, Chilled, Frozen and ESL: Greater than 46 Ounce Containers (Bulk: Half Gallon, Gallon, and BIBS)	54	CS
Milk Shelf Stable: UHT, Up to 46 Ounce Containers	55	CS

Milk Shelf Stable: UHT, Greater than 46 Ounce Containers (Bulk: Half Gallon, Gallon, and BIBS)	56	CS
Mixes – Ice Cream/Soft Serve, Yogurt, Milk Shake	57	CS
Individual Ice Cream Novelties and Ice/Fruit Bars	58	CS
Bulk Ice Cream	59	CS
Confectionary, Candy, Nuts, Icings, Dried Fruit, Baking Chips	60	CS
Cocoa, Hot Chocolate, Coffee, Tea, Beverage Base Powders	61	CS
Frozen Beverage and Frozen Juice Beverage Base Requiring Dispensers	62	CS
Soda, Sports Drinks, Juices and Non-Frozen Beverage Base: 2.5 to 3 Gallon BIB-Requiring Dispenser	63	CS
Soda, Sports Drinks, Juices and Non-Frozen Beverage Base: 5 Gallon BIB- Requiring Dispenser	64	CS
Bulk Beverages and Juices (Non-Dispenser Type) Greater than 46 ounces– To include Canned Soda, Sports Drinks, Water, Juice	65	CS
Individual Beverages and Juices (Non-Dispenser Type) Up to 46 ounces– To include Canned Soda, Sports Drinks, Water, Juice	66	CS
Food Service Operating Supplies (FSOS)-Cleansing Product and Supplies, Chemicals	67	CS
Food Service Operating Supplies (FSOS)-Kitchen and Dining Supplies, Pots and Pans, Kitchen Utensils	68	CS
Food Service Operating Supplies (FSOS)-Paper and Plastic Products	69	CS
Non-Food Q-COG Items: Toiletries/Health and Comfort Items	70	CS
Food Q-COG Items	71	CS
Rapid Assembly Unit Storage Fee	72	Per Unit Per Month

FAR 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through two (2) years thereafter.

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

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

52.216-19 -- Order Limitations.

(Oct 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than _$0.00_____ *[insert dollar figure or quantity]*, 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_____ *[insert dollar figure or quantity]*;

(2) Any order for a combination of items in excess of __N/A_____ *[insert dollar figure or quantity]*; 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.

(Oct 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after ___180 days____ *[insert date]*.

DFARS 252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUN 2011)

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

"Combatant Commander" means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

"Designated operational area" means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

"Law of war" means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

"Subordinate joint force commander" means a sub-unified commander or joint task force commander.

(b) *General*.

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in—

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations or military exercises, when designated by the Combatant Commander.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when such force reasonably appears necessary to execute their security mission to protect

assets/persons, consistent with the terms and conditions contained in their contract or with their job description and terms of employment.

(iii) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support*.

(1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.

(iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the designated operational area are authorized to receive resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

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

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

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

(4) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

(d) *Compliance with laws and regulations*.

(1) The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

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

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

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

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that contractor employees accompanying U.S. Armed Forces are aware—

(i) Of the DoD definition of “sexual assault” in DoDD 6495.01, Sexual Assault Prevention and Response Program;

(ii) That many of the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause); and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(e) *Pre-deployment requirements*.

(1) The Contractor shall ensure that the following requirements are met prior to deploying personnel authorized to accompany U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(i) All required security and background checks are complete and acceptable.

(ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

(iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(v) All personnel have received personal security training. At a minimum, the training shall—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all Contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States. The basic training will be provided through—

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, *et seq*.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, Contractor personnel authorized to accompany U.S. Armed Forces in the field are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(f) *Processing and departure points*. Deployed Contractor personnel shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) *Personnel data*.

(1) The Contractor shall enter before deployment and maintain data for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, at http://www.dod.mil/bta/products/spot.html, to enter and maintain the data.

(2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

(h) *Contractor personnel*.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall—

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(3) Contractor personnel shall report to the Combatant Commander or a designee, or through other channels such as the military police, a judge advocate, or an inspector general, any suspected or alleged conduct for which there is credible information that such conduct—

(i) Constitutes violation of the law of war; or

(ii) Occurred during any other military operations and would constitute a violation of the law of war if it occurred during an armed conflict.

(i) *Military clothing and protective equipment*.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) *Weapons*.

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons—

(i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The *[Contracting Officer to specify the appropriate individual, e.g., Contracting Officer's Representative, Regional Security Officer]* may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) *Vehicle or equipment licenses*. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) *Purchase of scarce goods and services*. If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) *Evacuation*.

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

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) *Next of kin notification and personnel recovery*.

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

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) *Mortuary affairs*. Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) *Changes*. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts*. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in—

(1) Contingency operations;
(2) Humanitarian or peacekeeping operations; or
(3) Other military operations or military exercises, when designated by the Combatant Commander

252.225-7040 Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States. (JUN 2006) (Deviation)

(g) Personnel Data

(1) In accordance with DOD Instruction 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces, the Contractor shall enter before deployment, or if already in the designated operational area, enter upon becoming an employee under the contract, and maintain current data, including departure data, for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The automated web-based system to use for this effort is the Synchronized Predeployment and Operational Tracker (SPOT) (For information on how to register and enter data into this system, go to http://www.dod.mil/bta/products/spot.html.

(2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States (MAR 2006)

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

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from *(Contracting Officer to insert applicable information cited in PGI 225.7403-1)*.

DLAD 52.212-9000 CHANGES – MILITARY READINESS (Mar 2001)

The commercial changes clause at FAR 52.212-4(c) is applicable to this contract in lieu of the changes clause at FAR 52.243-1. However, in the event of a Contingency Operation or a Humanitarian or Peace Keeping Operation, as defined below, the contracting officer may, by written order, change 1) the method of shipment or packing, and 2) the place of delivery. If any such change causes an increase in the cost of, or the time required for performance, the contracting officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The contractor must assert its right to an adjustment within 30 days from the date of receipt of the modification.

"Contingency operation" means a military operation that-

(i) Is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or

(ii) Results in the call or order to, or retention on, active duty of members of the uniformed services under 10 U.S.C. 688, 12301(a), 12302, 12304, 12305, or 12406,

Chapter 15 of U.S.C., or any other provision of law during a war or during a national emergency declared by the President or Congress (10 U.S.C. 101(a) (13)).

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

52.215-9006 - Javits-Wagner-O'Day Act Entity Support - Contractor Reporting (Dec 1997) DLAD

The contractor shall submit periodic progress reports (no less frequently than annually) to the contracting officer regarding the contractor's subcontracting efforts relative to JWOD entities. There is no standard or prescribed format for this requirement; however, performance data accumulated and reported by the contractor must be as specified in its offer.

DLAD 52.211-9046 FDA COMPLIANCE (APR 2008)

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

DLAD 52.201-9001 ORDERING OFFICERS UNDER THE CONTRACT (APR 2008)

(a) Ordering Officers are authorized to place and sign delivery orders that are expressly within the terms and conditions of this contract. Ordering officers, however, are not authorized to sign purchase orders or contracts and cannot take any action to charge the account of the contractor unless they are also contracting officers. Ordering officers are authorized to modify delivery orders and perform all administrative functions pertaining to such orders including termination of the order for late deliveries and other product nonconformances. In the case of a termination, the applicable agency, commissary, or activity may reprocure the supplies locally. The ordering officer shall also notify the DLA Contracting Officer of all terminations and repurchase actions which were processed under the indefinite delivery contract. Delivery orders outside the expressed terms and conditions of the contract shall be signed by the DLA Contracting Officer. Further limitations on the authority of the ordering officer may be stated elsewhere in the contract or in the letter of appointment.

(b) [X] If checked, the following individuals are appointed Ordering Officers under this contract:

NAME	TITLE
Emily H. Vallente	Contracting Officer Representative (COR)

52.217-9P12 OPTION FOR INDEFINITE-DELIVERY, INDEFINITE-QUANTITY CONTRACT TERM EXTENSION (OCT 2010) DLA TROOP SUPPORT

(a) Acceptance of the option provision(s)/clauses contained herein is mandatory. Failure to indicate acceptance of the option by annotating the offeror's option price in the Schedule or elsewhere in the solicitation will be deemed non-acceptance of the option and may result in rejection of the offeror's entire bid/proposal.

(b) Offerors may offer options at unit prices which differ from the unit prices for the base ordering period. These prices may vary with the quantities actually ordered and the dates when ordered.

(c) The contracting officer may extend the term of this contract for two (2) additional 18 Month period(s) by written notice to the contractor within the time specified in the Schedule; provided that the contracting officer shall give the contractor a preliminary written notice of intent to extend at least 60 days before expiration of the contract. The preliminary notice does not commit the Government to an extension.

(d) Performance under the option period shall continue at the same performance level specified for the basic contract.

(e) The option to extend the term of the contract shall be exercised not later than three (3) days before the expiration date of the contract.

(f) The option is deemed exercised when mailed or otherwise furnished to the contractor.

(g) If the contracting officer exercises this option, the extended contract shall be considered to include this option clause and the minimum and maximum quantities specified in the award for that option period will apply.

(h) The total duration of any options exercised under this clause, shall not exceed 36 months.

(i) The following provisions apply only to negotiated acquisitions:

(1) If an option has been priced under this solicitation and is to be exercised at time of award of the basic contract, the submission of certified cost or pricing data shall be required prior to award where the combined dollar value of the basic contract and option exceeds $700,000, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

(2) Prior to the award of any contract which will contain one or more priced options totaling $700,000 or more, the submission of certified cost or pricing data covering the basic contract and the option(s) shall be required regardless of when the option(s) may be exercised, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: http://www.dla.mil/j-3/j-336/icps.htm.

The following additional clauses are incorporated by reference:

CLAUSE NUMBER	TITLE/DATE
FAR 52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)
FAR-208-9	Contractor Use of Mandatory Sources of Supplies or Services (Oct 2008)
FAR 52.211-5	Material Requirements (AUG 2000)
FAR 52.222-29	Notification of Visa Denial (JUN 2003)
FAR 52.229-6	Taxes-Foreign Fixed Price Contracts (JUN 2003)
FAR 52.232-17	Interest (OCT 2010)
FAR 52.242-13	Bankruptcy (JUL 1995)
FAR 52.242-15	Stop-Work Order (AUG 1989)
FAR 52.247-29	F.O.B Origin (FEB 2006)
FAR 52.247-48	F.O.B. Destination – Evidence of Shipment (FEB 1999)
FAR 52.251-1	Government Supply Sources (AUG 2010)
DFARS 252.201-7000	Contracting Officer's Representative (DEC 1991)
DFARS 252.203-7002	Requirement to Inform Employees of Whistleblower Rights (JAN 2009)
DFARS 252.204-7003	Control of Government Personnel Work Product (APR 1992)
DFARS 252.204-7004	Alternate A Central Contractor Registration (SEP 2007)
DFARS 252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country (JAN 2009)
DFARS 252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country (DEC 2006)
DFARS 252.211-7006	Radio Frequency Identification (FEB 2007)
DFARS 252.225-7002	Qualifying Country Sources as Subcontractors (APR 2003)
DFARS 252.225-7005	Identification of Expenditures in the United States (JUN 2005)
DFARS 252.225-7041	Correspondence in English (JUN 1997)
DFARS 252.225-7042	Authorization to Perform (APR 2003)
DFARS 252.229-7000	Invoices Exclusive of Taxes or Duties (JUN 1997)
DFARS 252.229-7001	Tax Relief (JUN 1997)
DFARS 252.229-7002	Customs Exemptions (Germany) (JUN 1997)
DFARS 252.229-7006	Value Added Tax Exclusion (United Kingdom) (JUN 1997)

CLAUSE NUMBER	TITLE/DATE
DFARS 252.232-7008	Assignment of Claims (Overseas) (JUN 1997)
DFARS 252.232-7010	Levies on Contract Payments (DEC 2006)
DFARS 252.233-7001	Choice of Law (Overseas) (JUN 1997)
DFARS 252.251-7000	Ordering From Government Supply Sources (NOV 2004)
DLAD 52.211-9010	Shipping Label Requirements—MIL-STD-129P (MAY 2006)
DLAD 52.246-9039	Removal of Government Identification from Non-Accepted Supplies (Apr 2008)
DLAD 52.233-9000	Agency Protests (SEP 1999)
DLAD 52.247-9012	Requirements for Treatment of Wood Packaging Material (WPM) (FEB 2007)

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JUN 2010)

Note: **52.212-4, Contract Terms and Conditions—Commercial Items (JUN 2010)** is incorporated in this solicitation by reference. Its full text may be accessed electronically at http://www.dla.mil/j-3/j-336/icps.htm.

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (OCT 2011)

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

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

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

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

(2) ____ 252.203-7003, Agency Office of the Inspector General (SEP 2010)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

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

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

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

(6)(i) ____ 252.225-7001, Buy American Act and Balance of Payments Program (OCT 2011) (41 U.S.C. chapter 83, E.O. 10582).

(ii) ____Alternate I (OCT 2011) of 252.225-7001.

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

(8) ____ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011) (10 U.S.C. 2533b).

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

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

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

(12)(i) __X__ 252.225-7021, Trade Agreements (OCT 2011) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

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

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

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

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

(15)(i) ____ 252.225-7036, Buy American Act—Free Trade Agreements—Balance of Payments Program (OCT 2011) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (OCT 2011) of 252.225-7036.

(iii) ___ Alternate II (OCT 2011) of 252.225-7036.

(iv) ___ Alternate III (OCT 2011) of 252.225-7036.

(16) ____ 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

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

(18) __X__ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

(19) ____ 252.227-7013, Rights in Technical Data—Noncommercial Items (SEP 2011), if applicable (see 227.7103-6(a)).

(20) ____ 252.227-7015, Technical Data—Commercial Items (SEP 2011) (10 U.S.C. 2320).

(21) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 2011), if applicable (see 227.7102-4(c).

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

(23) ____ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)

(24) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(25) _X___ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(26)____ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).

(27)____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

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

(ii) ____ Alternate I (MAR 2000) of 252.247-7023.

(iii) ____ Alternate II (MAR 2000) of 252.247-7023.

(iv) ____ Alternate III (MAY 2002) of 252.247-7023.

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

(30) ____ 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).

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

(1) 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

(2) 252.227-7013, Rights in Technical Data--Noncommercial Items (SEP 2011), if applicable (see 227.7103-6(a)).

(3) 252.227-7015, Technical Data—Commercial Items (SEP 2011), if applicable (see 227.7102-4(a)).

(4) 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 2011), if applicable (see 227.7102-4(c)).

(5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

(8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C 2631).

(9) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

STATEMENT OF WORK

SUPPLIES/SERVICES AND PRICES

I. INTRODUCTION

A. The DLA Troop Support) intends to enter into an Indefinite Quantity Contract (IQC) with a full line food distributor who will act as a Prime Vendor responsible for the supply and delivery of semi-perishable and perishable items. These items include groceries, frozen food products, beverages (to include Bag-In Box, soft drinks), boxed meats/pork/poultry, primal and sub-primal meat cuts and further processed meat and seafood items, fresh fruits & vegetables, bakery products, dairy products and eggs. The Prime Vendor will provide food to Hawaii Land Based military customers (Zone 1) and Hawaii Navy Ship customers (Zone 2). DLA Troop Support

B. **has determined that two zones are required to support all of the military customers** located in Hawaii. Support would include all Naval Ship item requirements and shore based requirements (ships' stores requirements, etc.). **Activities such as NEX, MWR, USNS/MSC chartered ships are not obligated or limited to participate under this contract.** The level of service provided by the vendor as well as the value represented by his pricing can serve to bring these customers onto the contract or drive them away. **The Government intends to evaluate each of the zones and determine the most effective means of supporting all zones with the goal of obtaining the best economies and efficiencies to be achieved.**

B. The purpose of this contract is for the Defense Supply Center Philadelphia (DLA Troop Support) to establish an Indefinite quantity commercial prime vendor contract to provide subsistence products to the military and other Federally funded customers for Hawaii. Other customers including other non-Department of Defense (DOD) customers may also be added as required over the life of any resultant contract. An Indefinite Quantity Contract (IQC) provides for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with individual deliveries to be scheduled by customers placing orders with the contractor. (FAR 16.504 (a))
Note: The term "Ordering Facilities" or "Ordering Activities," as used throughout this solicitation, will refer to all of the delivery points under this solicitation.

C. Prices are to be submitted, and payment will be made, in U.S. dollars.

D.

E. A vendor would need to have, at a minimum, a physical warehouse location and distribution network on the island of Oahu.

II. WORK TO BE PERFORMED

A. The Prime Vendor will be required to perform inventory and warehouse management functions and to position a full line of food and beverages at their warehouse(s).

The vendor will be required to maintain a minimum of **30 days of supply** at all times at their Hawaii warehouse(s). The vendor will be responsible for determining stocking needs by developing their own AMD (average monthly demands) for the contract per each product on the catalog over the entire customer base, and per zone (if applicable). Each offeror will also be required to submit

with their proposal, in detail, how they plan on formulating the average monthly demand. The Prime Vendor is responsible for arranging ocean transportation and loading sea vans at its CONUS facility. The cost of ocean transportation will be included in the offeror's distribution price.

The Prime Vendor is required to have a backup generator on hand at their OCONUS facility in Hawaii. In the event of a loss of power, the backup generator will be used to supply power to the warehouse until power is restored. All costs associated with the backup generator, including but not limited to fuel and maintenance, will be the responsibility of the Prime Vendor.

The Prime Vendor must also provide all of the necessary material handling equipment (i.e. Forklifts, Pallet Jacks, Lift Gates etc.) and labor to unload deliveries and trans-ship to the final delivery point. The Prime Vendor will maintain a minimum of 97.5% peacetime fill-rate. Surges in requirements during peacetime up to 300 % of normal demands must also be able to be filled at a 97.5% rate. Deliveries shall average 2-to-3 times per week within 48 hours of order placement, unless less frequent stops are agreed upon by the ordering activity and the contractor.

B. The customers are as follows:

Each Zone may include multiple delivery points, as listed in the Deliveries and Performance section of this solicitation. In order to provide an estimate of the size of the contract, an approximate dollar value has been annotated for each Zone (Two Year Average):

Zone 1 Hawaii (Land Based Customers):

Total estimated **annual** Dollars for Hawaii Land Based Customers: **$8,000,000.00**

Zone 2 Hawaii (Navy Ships Customers):

Total estimated **annual** Dollars for Hawaii Navy Ships Customers: **$8,000,000.00**

Every other year, the Navy anticipates an increase in their ordering requirements for two weeks in the June/July timeframe due to additional RIMPAC training exercises. The RIMPAC exercise is one of the world's largest international maritime exercises. The event is held biannually in June/July in Honolulu, Hawaii, under the leadership of the United States Pacific Command, headquartered at the Nimitz-MacArthur Pacific Command Center at Camp H.M. Smith near the Honolulu subdivision of Salt Lake. During this exercise the visiting Ships will order from the Prime Vendor causing more quantity to be ordered during the months of June and July. The prime vendor will be required to support this bi-annual increase. During RIMPAC years it is estimated that the annual dollars for Hawaii Navy Ships Customers will surge by $3,000,000. Therefore, during RIMPAC years the estimated annual Dollars for Hawaii Navy Ships Customers will be **$11,000,000.00**.

C. Fresh bakery and dairy products are procured by DLA Troop Support under separate Market Ready contracts for the Hawaii AOR. Occasionally, the Prime Vendor may be requested to receive Market Ready Bakery and/or Dairy products to pack into Reusable Bulk Containers. See language below regarding Reusable Bulk Containers language.

D. <u>FRESH FRUITS AND VEGETABLES</u>

The DLA Troop Support Produce Business Unit, through Defense Subsistence Office (DSO) San Francisco, Union City, CA, will centrally procure fresh fruits and vegetables that will be delivered

to Hawaii via controlled atmosphere sea van surface transportation known as CARTS. Some of these items will also be purchased locally by the Guam Support Office, a part of the DLA Troop Support Pacific Region Command. It will be the Prime Vendor's responsibility to offload, store, and distribute/destroy these items as well as their regular subsistence items. A distribution fee will be paid to the Prime Vendor for these services. The Prime Vendor will accept produce deliveries during normal business hours. A twenty-four hour notice is required for off-hour delivery. The Prime Vendor will invoice and bill the Government on a monthly basis based on the quantities involved. This billing can also be done electronically. In the event that produce needs to be treated or destroyed, the PV will handle the arrangements and submit documentation signed by the COR to the Contracting Officer at the time of their normal produce billing. The on-island COR will verify the case count of FF&V handled. Offeror will provide their Produce handling fee/charge in the portion of this solicitation that requests distribution fees.

E. ***It is imperative to note that afloat vessels may deploy at a moment's notice for an extended period of time; therefore, for ship customers, it is necessary that the delivered product be of the latest date of pack. At a minimum, product will have 3 months of expected original manufacturer's shelf-life remaining for subsistence items having a manufacturer's shelf-life of 9 months or greater. At a minimum, product will have 2 months of expected original manufacturer's shelf-life remaining for subsistence items having a manufacturer's shelf-life of less than 9 months. If product is manufactured with 90 days of shelf-life or less, the Contracting Officer requires a minimum of 14 days remaining shelf-life at time of delivery. For items manufactured with less than 14 days of original shelf-life, the vendor will deliver wholesome product with the freshest shelf-life available. The vendor will closely coordinate production and delivery times in order to insure that product will meet the end-use customer's usage needs.***

For all shore-based customers, a minimum of one month of the original shelf life shall be remaining at time of delivery. As with any substitution, the vendor must receive the customer's prior approval if product offered for delivery will possess a lesser shelf-life. Chilled products shall not be frozen in an attempt to extend the *products'* shelf life.
The Food Service Representative and/or Veterinary Inspector will make final determination as to whether or not the product is in an acceptable condition/fit for consumption.

F. The Prime Vendor must station at a minimum at least one customer representative of their firm within the contracted region. This person will be responsible for resolving any problems on the contract and will be available to handle any problems that may arise. The name of the representative and the phone number, beeper number, email address, or any other method of communicating with the representative, shall be furnished to the customers after award.

G. All supplies shall be furnished on a "fill or kill" basis. No substitutions will be accepted unless authorized by the ordering office prior to staging.

H. DLA Troop Support shall not be responsible for the reimbursement of any out-of-code or expired shelf-life product (hereinafter "Deadstock") or the destruction and/or disposal costs associated with the Deadstock. Consequently, it shall be the responsibility of the Prime Vendor to accurately forecast and efficiently maintain inventory levels.

III. FULL FOOD SERVICE MANAGEMENT AND FOOD PREPARATION

A. The Prime Vendor in addition to providing Subsistence items, **<u>may be required</u>** to provide the full food service management, personnel, supervision of the dining facilities (also known as Mess Halls and Galleys) to include Brigs/Military Prisons, attendant (custodial) services and food preparation services. The Prime Vendor's management functions shall include at a minimum planning, organizing, directing and coordinating various aspects of a large institutional style food service

establishment. The Prime Vendor shall staff each dining facility with a manager, subsistence clerk to process food orders via the Government's food service ordering systems, attendant supervisor and food service employees. The Prime Vendor must ensure that all food employees are fully knowledgeable on food service tasks and receive food safety and Hazard Analysis and Critical Control Point (HACCP) training.

B. The Government may provide food service personnel such as but not limited to active duty military cooks to perform food preparation functions at some of the dining facilities. The Government food service personnel will not work directly for nor be supervised by the Prime Vendor.

C. The Prime Vendor will continuously prepare food items at selective interval during the entire meal period as the food is consumed (i.e. continuous preparation of vegetables, cook to order hamburgers, steaks, fried eggs, pancakes and cold sandwiches, etc). This procedure ensures fresh, high quality cooked food to customers on a continuous basis. The objective is to match the flow of patrons through the serving line so that freshly prepared and high quality food is always provided. The Prime Vendor will also be required to follow the Army 28 Day Contingency Menu. The Army 28 Day Contingency Menu document provides the daily breakfast, lunch, dinner, breakfast brunch and dinner brunch menu for each calendar day of the month, to include menu variations and daily menu for fast food/carry out.

D. The Army 28 Day Contingency Menu specifies menu choices (except leftovers), including individual breads, salads, desserts, soups, self-serve items, specialty bars (salad, taco, deli, pasta, potato and etc) and condiments to be served during each meal. The Prime Vendor may be required to attend Food Management Board meetings.

E. The Government will not assess or evaluate the Offerors abilities to provide full food service management and food preparation services at time of award. If the Prime Vendor is required to provide food service management, then the Prime Vendor will be required to provide a detailed plan outlining at a minimum the Contractor's ability to manage and perform food preparation functions including staffing the dining facilities. The Prime Vendor will also be required to provide a pricing plan to provide full line food service management and the cost per single meal (i.e. cost to serve breakfast meal, etc). The Prime Vendor will be provided the specific requirements for each branch of the Military Services dining facilities.

F. The Offeror [ ] Does, [ ] Does Not, have the capabilities to provide the full food service management and food preparation services.

IV. FOOD SERVICE OPERATING SUPLIES (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 add FSOS items to their catalog. Distribution prices will be negotiated and evaluated at that time.

IV. TRANSPORTATION

A. Airlifts

Occasionally, Airlifts may be required to fulfill customer requirements which have expedited required Delivery Dates (RDD) for an item requirement which is in excess of 300% of the vendor's average monthly demand (surge quantities). The Prime Vendor must notify the Contracting Officer immediately of the requirement in order to request an Airlift approval. Only the Contracting Officer may approve an Airlift request.

In order for DLA Troop Support to make an accurate and expedited decision on any Airlift requests submitted by the Prime Vendor, at a minimum the following information must be provided:

a. Airlift Request date/Time by Prime Vendor to DLA Troop Support Customer/Activity/Ship
b. Prime Vendor Zone
c. Order Receipt Date
d. Required Delivery Date (RDD)
e. Reason for Request
f. Item Description/NSN
g. Unit Pack
h. Unit Size
i. Order Quantity
j. Available Quantity (Quantity available due to previously submitted/pending orders)
k. On Hand Quantity
l. Average Monthly Demand (AMD)
m. Order Quantity to date (current month)

When submitting a request for airlift approval via email, the following personnel must be copied on the request: Gina Vasquez (Chief-Pacific), Karen Aquino (Contracting Officer), Elizabeth DiFrancesco (Contract Specialist), Debbie Mello (Account Manager), Jose Jamir (COR Hawaii). The CORs and the Account Manager will provide feedback regarding the validity of the request as well as any other information necessary in order to assist DLA Troop Support in making an approval/disapproval. Based on the stock availability, AMD, RDD, and size of the requested customer order a decision will be made by the Contracting Officer for approval/disapproval. For those requested items with stock positions found to be below the required 300% surge/mobilization requirements, the Prime Vendor will be responsible for the airlift fees associated with those items.

B. Palletization Requirements for all Overseas Shipments:

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

Note: Failure to comply with these requirements may result in frustrated cargo and rejection at the point of entry. Effective April 1, 2007, all shipments of products must meet these requirements.

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

V. TERMS OF AN INDEFINITE QUANITY CONTRACT

This is an indefinite quantity contract. The contract (s) shall be for a term of up to a two (2) year base period and one (1) year option period . A contract resulting from this solicitation will become effective on the date of award. It is anticipated that the first order under the contract resulting from this solicitation will be placed two - three weeks after the award date. The two year ordering period will begin on the date of placement of the first order rather than on the effective date of award.

VI. ESTIMATED VALUE/GUARANTEED MINIMUM/MAXIMUM

A. QUANTITY:

The quantities shown on the schedule represent the quantities estimated to be ordered over each of the contract periods (three (3) total years). These quantities are based on current Government methodologies and are subject to change; however, the guaranteed minimum in terms of dollars will apply. Quantities shown are overall and are not broken down by customer.

B. ACQUISITION VALUE: The estimated dollar value of this acquisition is:

Estimated Total Dollar Value: $52,500,000.00 (contract period is for 3 years; a two (2) year base period and one (1) year option period)

C. GUARANTEED MINIMUM:

The minimum dollar value of a contract resulting from this solicitation will be 25% of the estimated contract total dollar value; i.e., if the resulting contract dollar value is estimated at $52.5 Million, the Government is required to purchase $13.1 Million during the two-year base period. For the one (1) year option period the guaranteed minimum dollar value per option period will be 25% of the estimated exercised contract option period total dollar value; i.e., if a contract option exercised has a dollar value estimated of $57,000,000.00, the Government is required to purchase $14,375,000.00 during the one-year option period. Maximum Total Dollar Value (500%): The maximum (inclusive of surge) will not be more than 500% of the total dollar value, which equals $262,500,000.00.

VII. OPTIONS

A. If invoked, option years become effective the day after the end of the two-year base ordering period or each succeeding, one (1) year option period; whichever is applicable. Sixty days' notice of intent to invoke an option will be provided to the contractor. The option will be invoked no later than three days prior to the expiration of the two (2) year base period or succeeding option period. Acceptance of the options by the awardee is mandatory - see clause 52.217-9P12, "Option for Indefinite-Delivery, Indefinite-Quantity Contract Term Extension (OCT 2010) DLA Troop Support appearing in the clauses section of this solicitation.

B. C. In addition to the price evaluation, the Contracting Officer will consider the contractor's performance under the contract before exercising an option.

VIII. ADDITIONAL CUSTOMERS

A. Additional DLA authorized customers in the Hawaii AOR may be added or deleted at no additional cost to the Government based on a mutually agreed upon implementation plan.

B. During times of contingency/deployment, the contractor will be expected to be able to support an additional new customer's orders within 48 hours of notification or receipt of purchase order.

XI. DLA Troop Support MANUFACTURER'S PRICING AGREEMENT PROGRAM:

A DLA Troop Support Manufacturer's Pricing Agreement (MPA) Program is presently under development to maximize the leverage of DLA Troop Support buying power and to obtain fair and reasonable product pricing under 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 establishing commercial agreements with the MPA holders to purchase the MPA items at the product price established by the MPA.

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

If MPA items are added to this solicitation via solicitation amendment, the fixed MPA item product price will be used for evaluation of the market basket schedule of items for all offerors. The offerors will not be required to have commercial agreements in place with the MPA holders at this time. The Contracting Officer will automatically substitute each offerors market basket product price with the fixed MPA product price despite whether the offered product price is higher or lower than the fixed MPA product price.

The awardee(s) will be required to establish commercial agreements with the MPA holders for all MPA items cited for cataloging during the ramp-up/ramp-down phase of the contract. As the program is implemented, it is anticipated that 75 to 80 percent of the contract dollar value will be under agreement.

Post implementation, the prime vendor must have a MPA Holder commercial agreement in place before a new MPA item may be added to the prime vendor 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 Contracting Officer notification. 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 with an explanation for each. All MPA items are required to be placed on the prime vendor catalog at the MPA established price, unless otherwise approved by the Contracting Officer.

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

XIII. REBATES/DISCOUNTS AND PRICE-RELATED PROVISIONS

(a) The contractor shall employ prevailing commercial methods in the pursuit of discounts, rebates, allowances or other similar economic incentives or benefits, for the customers supported under this contract. For all items, including those covered by Manufacturer's Pricing Agreements, the contractor warrants that its product price under this contract is equal to or lower than its product price to its most favored customer. All NAPA discounts, food show discounts, early payment discounts (except as identified in paragraph (b) herein), and other discounts, rebates, allowances or other similar economic incentives or benefits given to any other customer 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 or retained by the contractor are set forth in the submission requirements in the cost or price proposal and in the reports section.

(b) The contractor may retain Early Payment discounts that meet the following conditions:

(i) the Early Payment discount is an incentive an incentive to encourage payment earlier then the normal terms of 14, 30 or 60 days;

(ii) the Early Payment discount is consistent with commercial practice;

(iii) the Early Payment discount is routinely given by the suppliers to customers other then 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 and does not result in a higher invoice price;

(v) the Early Payment discount is no more than 2 percent and the early payment is required within 10 days to obtain the discount; and

(vi) the contractor actually made the required payment within the time period required to receive the discount.

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

Documents not in English will be accompanied by a copy translated into English and documents not denominated in American dollars will include a copy converted to American dollars at the official exchange rate as of the effective date of the document.

(d) The Government may require the contractor to submit invoices and other documentation from all subcontractor tiers or any supplier or person in the product price supply chain, to substantiate discounts, rebates, allowances or other similar economic incentives or benefits, and/or to substantiate that product prices, under this contract are equal to or lower than product prices that are given to the contractor's most favored customer. If the Contracting Officer determines that a discount, rebate, allowance or other similar economic incentive or benefit should have been passed on to the Government, the Government shall be entitled to a prospective product price reduction and a retroactive refund for the amount of the discounts, rebates, allowances or other similar economic incentives or benefits. Likewise, if the Contracting Officer determines that a product price was not equal to or lower than that given the contractor's most favored customer, the Government shall be entitled to a prospective product price reduction and a retroactive refund for the difference between the product price charged to the Government and the product price charged to the contractor's most favored customer. The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) relevant to the existence of discounts, rebates, allowances or other similar economic incentives or benefits, and most favored 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.

XIV. MANDATORY ITEMS:

MANDATORY FOOD PRODUCTS AND DINING PACKETS

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

B. The mandatory products are required to be purchased from the Non Profit Agency manufacturers listed in paragraph I. The listing of required mandatory products and Non Profit Agency manufacturers is subject to change when directed by the Committee. The contractor (Subsistence Prime Vendor) is required to expeditiously catalog the mandatory products and remove any commercial equivalent product with "essentially the same"* product characteristics. If the removal and replacement will take longer than 30 days after notification by the Contracting Officer, the approval of the Contracting Officer must be obtained for the extension.

C. Any other commercial equivalent product with "essentially the same"* product characteristics can not be sold to the DLA Troop Support customers under this contract.

D. The contractor must ensure that sufficient stocks 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 a contractor is notified that any of the below products are not available from the designated mandatory source, the contractor must notify the Contracting Officer immediately.

E. The contractor is not authorized to submit catalog changes containing other commercial equivalent products with “essentially the same” product characteristics as those items listed below.

F. If the contractor is requested to carry other commercially equivalent product with “essentially the same”* product characteristics but with a unique packaging requirement that is not currently provided by the mandatory source, the contractor must notify the mandatory source and the Contracting Officer in order to provide the designated mandatory source with the opportunity to satisfy the unique packaging requirement being requested. Included in the contractor notification to the designated mandatory source and Contracting Officer, will be the customer’s justification for the unique packaging requirement.

G. Price and delivery information for the mandatory products are available directly from the Designated Sources as listed in paragraph I. below. Payments shall be made directly to the Designated Source making delivery.

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

procurement list F.O.B Origin prices as established by the Committee for Purchase are included in paragraph I. 1, 2, &3 for the food products.

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

I. **Mandatory Products and Designated Sources:**

1. **Pancake Mix, Devil's Food Cake Mix, Gingerbread Cake Mix, and Milk Nonfat Dry**

NOTE: Advocacy and Resources Corporation d/b/a AMP is currently suspended from doing business and a purchase exception is pending. The products identified for AMP are not "mandatory" until further guidance from the Committee for Purchase.

Advocacy and Resources Corporation d/b/a AMP
435 Gould Drive
Cookeville, TN 38506
Primary P.O.C. Ami Sewell (931) 432-5981
Direct: 931-432-7581
aswell@millcreekbrands.com
Secondary P.O.C. Melissa Wilson (931) 432-5981
Direct: 931-432-7585
Melissa@millcreekbrands.com
Secondary P.O.C. Mark Matlock (931) 432-5981
Direct: 931-432-7506
mmatlock@millcreekbrands.com

STOCK NUMBER	PRODUCT	($) PRICE FOB ORIGIN*
8920-01-E60-7848	Cake Mix, Gingerbread, 6/5 LB BGS/CS	24.92
8920-01-E60-7849	Cake Mix, Gingerbread, 50 LB BG	34.15
8920-01-E60-7748	Cake Mix, Gingerbread, 6/#10 CN/CS	24.36
8920-01-E60-7846	Cake Mix, Devil's Food, 6/5 LB BGS/CS	29.90
8920-01-E60-7847	Cake Mix, Devil's Food, 50 LB BG	42.13
8920-01-E60-7747	Cake Mix, Devil's Food, 6/#10 CN/CS	32.62
8920-01-E60-7860	Pancake & Waffle Mix, Regular, 6/5 LB BGS/CS	25.00
8920-01-E60-7861	Pancake & Waffle Mix, Regular, 6/6 LB BGS/CS	29.08
8920-01-E60-7862	Pancake & Waffle Mix, Regular, 25 LB BG	21.71
8920-01-E60-7863	Pancake & Waffle Mix, Regular, 50 LB BG	36.07
8920-01-E60-7749	Pancake & Waffle Mix, Regular 6/#10 CN/CS	26.95

8920-01-E60-7856	Pancake Mix, Buttermilk, 6/5 LB BGS/CS	25.48
8920-01-E60-7857	Pancake Mix, Buttermilk, 6/6 LB BGS/CS	30.20
8920-01-E60-7858	Pancake Mix, Buttermilk, 25 LB BG	21.50
8920-01-E60-7859	Pancake Mix, Buttermilk, 50 LB BG	34.39
8920-01-E60-7850	Pancake Mix, Buttermilk, 6/#10 CN/CS	26.95
8910-01-E60-8832	Milk Nonfat Dry 4lb general purpose, 6/#10 CN/CS	77.11

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

Price changes effective as of July 13, 2011

Unistel, Continuing Developmental Services
650 Blossom Road
Rochester, NY 14610-1811
P.O.C. Joe Perdicho
Direct: (585) 341-4712
Toll free: (800) 864-7835
jperdicho@cdsunistel.org

STOCK NUMBER**	PRODUCT	($) PRICE FOB ORIGIN
8950-01-E60-5751	Garlic Powder, 1 LB CO, 12/CS	55.82
8950-01-E60-5752	Garlic Powder, 5 LB CO, 3/CS	68.29
8950-01-E60-5754	Garlic, Granulated, 12 OZ CO, 12/CS	53.08
8950-01-E60-5753	Garlic, Granulated, 25 OZ CO, 6/CS	47.04
8950-01-E60-5750	Paprika, Ground, 4.5 OZ CO, 24/CS	53.04
8950-01-E60-5749	Paprika, Ground, 1 LB CO, 12/CS	56.96
8950-01-E60-7767	Pepper, Black, Ground, Gourmet, 1LB CO, 12/CS	92.09
8950-01-E60-7770	Pepper, Black, Ground, Gourmet, 5 LB CO, 3/CS	113.63
8950-01-E60-7766	Pepper, Black, Ground, Gourmet, 1 LB CN, 12/CS	109.78
8950-01-E60-7769	Pepper, Black, Ground, Gourmet, 18 OZ CO, 6/CS	52.89
8950-01-E60-7768	Pepper, Black, Ground, Gourmet, 18 OZ CN, 6/CS	61.52
8950-01-E60-7765	Pepper, Black, Ground, Gourmet, 1.5 OZ CO, 48/CS	49.25
8950-01-E60-8237	Pepper, Black, Cracked, 1 LB CO, 6/CS	48.36
8950-01-E60-8236	Pepper, Black, Cracked, 1 LB CN, 6/CS	56.98
8950-01-E60-8235	Pepper, Black, Cracked, 18 OZ CO, 6/CS	52.89
8950-01-E60-8234	Pepper, Black, Cracked, 18 OZ CN, 6/CS	61.52
8950-01-E60-8239	Pepper, Black, Whole, 1 LB CO, 6/CS	55.83
8950-01-E60-8238	Pepper, Black, Whole, 1 LB CN, 6/CS	64.45
8950-01-E60-8241	Pepper, Black, Whole, 18 OZ CO, 6/CS	61.09
8950-01-E60-8240	Pepper, Black, Whole, 18 OZ CN, 6/CS	69.72
8950-01-E60-9997	Pepper, Black, Ground, restaurant grind, 18OZ CO, 6/CS	53.80
8950-01-E60-9456	Spice Blend, All Purpose w/o Salt, 2.5oz CO, 12/CS	22.59
8950-01-E60-9457	Spice Blend, All Purpose w/o Salt, 6.75oz CO, 6/CS	23.15
8950-01-E60-9458	Spice Blend, All Purpose w/o Salt, 10oz CO, 12/CS	52.20
8950-01-E60-9459	Spice Blend, All Purpose w/o Salt, 20oz CO, 6/CS	44.74
8950-01-E60-9460	Spice Blend, All Purpose w/o Salt, 28oz CO, 6/CS	57.79
8950-01-E60-9461	Spice Blend, Chili, Powder, dark, 16oz CO, 6/CS	27.94
8950-01-E60-9462	Spice Blend, Chili, Powder, light, 17oz CO, 6/CS	27.86
8950-01-E60-9463	Spice Blend, Chili Powder, light, 18oz CO, 6/CS	28.77
8950-01-E60-9464	Spice Blend, Chili Powder, dark, 20oz CO, 6/CS	31.91
8950-01-E60-9465	Spice Blend, Chili Powder, 5lb CO, 1/5lb/CS	24.00
8950-01-E60-9147	Spice Blend, Lemon Pepper, 28oz CO, 6/CS	42.63
8950-01-E60-9466	Spice Blend, Lemon Pepper, 26oz CO, 6/CS	40.45
8950-01-E60-9467	Spice Blend, Lemon Pepper, 27oz CO, 6/CS	41.55

8950-01-E60-9150	Spice Cinnamon, Ground, 16oz CO, 6/CS	23.38
8950-01-E60-9468	Spice Blend, Cinnamon, Maple Sprinkle, 30oz CO, 6/CS	41.33
8950-01-E60-9469	Spice Cinnamon, Ground, 15oz CO, 6/CS	22.69
8950-01-E60-9470	Spice Cinnamon, Ground, 18oz CO, 6/CS	24.79
8950-01-E60-9471	Spice Cinnamon, Ground, 5lb CO, 3/5lb/CS	45.56
8950-01-E60-9472	Spice Cinnamon, Stick, Whole, 8oz CO, 6/CS	26.25
8950-01-E61-0104	Spice Ginger Ground, 14oz CO, 6/CS	34.60
8950-01-E61-0105	Spice Ginger Ground, 15oz CO, 6/CS	36.09
8950-01-E60-9152	Spice Ginger Ground, 16oz CO, 6/CS	35.93
8950-01-E61-0103	Spice Blend Canadian Style for beef, 29oz CO, 6/CS	69.35
8950-01-E61-0106	Spice Pepper, Cayenne, Ground, 1.5oz CO, 48/CS	38.26
8950-01-E60-9155	Spice Pepper, Cayenne, Ground, 14oz CO, 6/CS	27.96
8950-01-E61-0107	Spice Pepper, Cayenne, Ground, 16oz CO, 6/CS	30.22
8950-01-E61-0108	Spice Pepper, Red, Ground, 16oz CO, 6/CS	30.22
8950-01-E61-0099	Spice Mix, Taco, 9oz CO, 6/CS	23.59
8950-01-E61-0100	Spice Mix, Taco, 11oz CO, 6/CS	26.14
8950-01-E61-0101	Spice Mix, Taco, 23oz CO, 6/CS	43.09
8950-01-E61-0102	Spice Mix, Taco, 24oz CO, 6/CS	44.37

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

8950-01-E61-3456	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/10 oz co (ind unit sale only)
8950-01-E61-3457	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/2.5 oz co (ind unit sale only)
8950-01-E61-3458	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/20 oz co (ind unit sale only)
8950-01-E61-3459	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/28 oz co (ind unit sale only)
8950-01-E61-3460	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/6.75 oz co (ind unit sale only)
8950-01-E61-3461	SPICE BLEND, CHILI PDR, dark, 1/16 oz co (ind unit sale only)
8950-01-E61-3462	SPICE BLEND, CHILI PDR, light, 1/17 oz co (ind unit sale only)
8950-01-E61-3463	SPICE BLEND, CHILI PDR, light, 1/18 oz co (ind unit sale only)
8950-01-E61-3464	SPICE BLEND, CHILI PDR, dark, 1/20 oz co (ind unit sale only)
8950-01-E61-3465	SPICE BLEND, CINNAMON MAPLE SPRINKLES, 1/30 oz co (ind unit sale only)
8950-01-E61-3466	SPICE BLEND, CINNAMON, GRD, 1/15 oz co (ind unit sale only)
8950-01-E61-3467	SPICE BLEND, LEMON PEPPER, 1/26 oz co (ind unit sale only)
8950-01-E61-3468	SPICE BLEND, LEMON PEPPER, 1/27 oz co (ind unit sale only)
8950-01-E61-3469	SPICE BLEND, LEMON PEPPER, 1/28 oz co (ind unit sale only)
8950-01-E61-3470	SPICE, CINNAMON, GRD, 1/16 oz co (ind unit sale only)
8950-01-E61-3471	SPICE, CINNAMON, GRD, 1/18 oz co (ind unit sale only)
8950-01-E61-3472	SPICE, CINNAMON, GRD, 1/5 lb co (ind unit sale only)
8950-01-E61-3473	SPICE, CINNAMON, STICK, 2.75" lg, 1/8 oz co (ind unit sale only)
8950-01-E61-3474	SPICE, GARLIC, GRANULATED, California, 1/12 oz co (ind unit sale only)
8950-01-E61-3475	SPICE, GARLIC, GRANULATED, California, 1/25 oz co, (1 lb size co) (ind unit sale only)
8950-01-E61-3476	SPICE, GARLIC, PDR, California, 1/16 oz co (1 lb size co) (ind unit sale only)
8950-01-E61-3477	SPICE, GARLIC, PDR, California, 1/6 lb co (ind unit sale only)
8950-01-E61-3478	SPICE, PAPRIKA, GRD, domestic, 1/16 oz co (1 lb size co) (ind unit sale only)
8950-01-E61-3479	SPICE, PAPRIKA, GRD, domestic, 1/4.5 oz co (ind unit sale only)
8950-01-E61-3480	SPICE, PEPPER, CAYENNE, GRD, 1/16 oz co (ind unit sale only)
8950-01-E61-3481	SPICE, PEPPER, CAYENNE, GRD, 1/14 oz co (ind unit sale only)
8950-01-E61-3482	SPICE, PEPPER, CAYENNE, GRD, 1/1.5 oz co (ind unit sale only)
8950-01-E61-3483	SPICE, PEPPER, RED, GRD, 1/16 oz co (ind unit sale only)
8950-01-E61-3484	SPICE, GINGER, GRD, 1/16 oz co (ind unit sale only)
8950-01-E61-3485	SPICE, GINGER, GRD, 1/15 oz co (ind unit sale only)
8950-01-E61-3486	SPICE, GINGER, GRD, 1/14 oz co (ind unit sale only)
8950-01-E61-3487	SPICE MIX, TACO, w/o MSG, 1/9 oz co (ind unit sale only)
8950-01-E61-3488	SPICE MIX, TACO, w/o MSG, 1/11 oz co (ind unit sale only)
8950-01-E61-3489	SPICE MIX, TACO, w/o MSG, 1/23 oz co (ind unit sale only)
8950-01-E61-3490	SPICE MIX, TACO, w/o MSG, 1/24 oz co (ind unit sale only)

8950-01-E61-3491	SPICE BLEND, CANADIAN STYLE for beef, 1/29 oz co (ind unit sale only)
8950-01-E61-3246	SPICE, PEPPER, BLACK, GRD, gourmet, 16 oz plastic co (ind unit sale only)
8950-01-E61-3226	SPICE, PEPPER, BLACK, GRD, gourmet, 16 oz metal co (ind unit sale only)
8950-01-E61-3227	SPICE, PEPPER, BLACK, WHOLE, 16 oz metal co (ind unit sale only)
8950-01-E61-3228	SPICE, PEPPER, BLACK, WHOLE, 16 oz plastic co (ind unit sale only)
8950-01-E61-3229	SPICE, PEPPER, BLACK, CRACKED, 16 oz metal co (ind unit sale only)
8950-01-E61-3230	SPICE, PEPPER, BLACK, CRACKED, 16 oz plastic co (ind unit sale only)
8950-01-E61-3231	SPICE, PEPPER, BLACK, CRACKED, 18 oz plastic co (ind unit sale only)
8950-01-E61-3232	SPICE, PEPPER, BLACK, CRACKED, 18 oz metal co (ind unit sale only)
8950-01-E61-3233	SPICE, PEPPER, BLACK, GRD, gourmet, 18 oz metal co (ind unit sale only)
8950-01-E61-3234	SPICE, PEPPER, BLACK, WHOLE, 18 oz metal co (ind unit sale only)
8950-01-E61-3235	SPICE, PEPPER, BLACK, WHOLE, 18 oz plastic co (ind unit sale only)
8950-01-E61-3236	SPICE, PEPPER, BLACK, GRD, gourmet, 1.5 oz plastic co (ind unit sale only)
8950-01-E61-3237	SPICE, PEPPER, BLACK, GRD, gourmet, 5 lb plastic co (ind unit sale only)
8950-01-E61-3195	SPICE, PEPPER, BLACK, GRD, gourmet, 18 oz plastic co (ind unit sale only)

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

PRICES CHANGES BELOW ARE EFFECTIVE JUNE 01, 2011

CW Resources
200 Myrtle Street
New Britain, CT 06053
P.O.C. Bill Blonski (860) 893-0333 x713
Fax: (860) 893-0254
WBlonski@cwresources.org

STOCK NUMBER	PRODUCT	($) PRICE FOB ORIGIN
8955-01-E61-3688	COFFEE, RST, grd, univ bld, 10/39 oz foil resealable co (Max House)	140.25
8955-01-E61-3689	COFFEE, RST, grd, univ bld, 10/39 oz foil resealable co (Sara Lee)	140.85
8955-01-E60-8859	COFFEE, RST, grd, univ bld, 10/39 oz foil resealable co (RVP/S&D)	131.88

4. **Dining Packets:**

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

STOCK NUMBER	PRODUCT	($) PRICE FOB ORIGIN

7360-01-509-3586	Dining Packet, fork, knife, spoon, 2 or 4 sugar, 1salt, 1 pepper and 1 napkin/pg non-white, subdued color (tan/sand/brown), 25/bg	4.48

* "Essentially the Same" Criteria

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

1. It has effectively the same form, fit and function.
2. The AbilityOne and commercial products may be used for the same purpose.
3. The AbilityOne and commercial products are relatively the same size and a change in size will not affect the use or performance.
4. The appearance, color, texture, or other characteristic of the AbilityOne product and commercial product are not significantly different from one another?

XV. RELATED NON-FOOD ITEMS / FOOD SERVICE OPERATING SUPPLY ITEMS

A. This solicitation includes Food Service Operating Supply (FSOS) products associated with the preparation or serving of food as well as items associated with cleaning up of food preparation areas for the DoD and non-DoD customers. This includes, but is not limited to, plastic, foam, paper goods and cleaning supplies.

XVI. CENTRAL CONTRACTS

From time to time during the performance of this contract, DLA Troop Support may issue Indefinite Delivery Type Contracts (IDTC) for specific products to be distributed by the Prime Vendor. The Prime Vendor will be required to obtain the specific products identified in the IDTCs. The price charged by the Prime Vendor to the ordering activity will not exceed that cited in the IDTC, plus the Prime Vendor's negotiated 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 terms and conditions of the awarded IDTCs. The Prime Vendor shall have 30 days within which to implement the terms and conditions of the awarded IDTCs.

XVII. NATIONAL ALLOWANCE PROGRAM AGREEMENT (NAPA)

A. Definitions:

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

2. National Allowance Program: The program implemented by the Defense Supply Center Philadelphia (DLA Troop Support) to maximize the leverage of DLA Troop Support's buying power and reduce the overall product price under Prime Vendor contracts to the customers of DLA Troop Support .
3. National Allowance Program Agreements (NAPAs): The agreements between DLA Troop Support and suppliers/manufacturers that identify product category allowances. These allowances or discounts apply only to the product price of the product. The NAPA does not affect the Prime Vendor's distribution price in any way.

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

C. Under the NAPA Program, agreement holders will:

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

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

D. NAPAs neither obligate the 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.

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

F. Under a contract resulting from this solicitation:

1. Within five (5) working days from notification of award, the awardee will contact John Steenberge, Program Manager, NAPA Team, 215-737-8461. The NAPA Team will provide general instructions and a password to access the allowances on the NAPA website.

2. 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.

3. 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 any such disputes.

G. 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:

1. Format: The required information shall be formatted in an Excel spreadsheet, flat ASCII file or a delimited file. Each transmission must be of the same format. Request to change from one format to another must be forwarded to the Contracting Officer for approval.

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

   a. Email to data@one2oneus.com Include contract number(s) in email title.
   b. FTP to ftp://ftp.one2oneus.com Inquire for a username and password.

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

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

Field Number	Field Description	Field Name	Width	Format	Note
1	Prime vendor Part Number	PVPARTNO	15	Alpha-Numeric	
2	Product Description	DESC	45	Alpha-Numeric	
3	Unit of Measure	UOM	03	Alpha-Numeric	
4	Manufacturer SKU or UPC	MFGNO	15	Alpha-Numeric	Note 1
5	Brand Label or Manufacturer Name	MFG	45	Alpha-Numeric	Note 2
6	Unit Allowance	ALLOW	12	999999.99	Note 3

	Amount				
7	Allowance UOM	ALLUOM	03	Alpha-Numeric	Note 4
8	Allowance to Ship Conversion	ALLCONV	12	999999.99	Note 5
9	Prime vendor Markup Amount	PVMARKUP	12	999999.99	Note 6

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.

Notes:

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.

2. 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.

3. 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.

4. 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.

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

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

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

XVIII. CUSTOMER SERVICE POLICY

A. The prime vendor shall treat the Government as one of their best customers; therefore, any treatment and/or customer service policy given to other essential accounts shall also be given to the customers covered under this contract.

B. ***The Prime Vendor shall station at least one (1) full time (dedicated) customer service representative within the contracted region (Hawaii) to maintain continuous contact with the ordering activities, and especially with regard to emergency service requirement, product quality complaints, shipping discrepancies, and damaged product. All customer service representatives 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. The name of the representative(s) and their telephone number, beeper number, e-mail address, or any other method of communicating shall be furnished with 30 days after award to the Contracting Officer.***

C. 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.

D. At a minimum, quarterly visits to the customers under these contracts 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.

XIX. NEW ITEMS

A. If a customer desires to order an item that is not part of the contractor's inventory, the Prime Vendor will be allowed a maximum of sixty (60) days to source and make the item available for distribution. Failure to source new items requested by the customer with the sixty (60) day time limit may have a negative effect on the offeror's past performance evaluation factor for future proposals submitted to DLA Troop Support . 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. **There will be a ten (10) case monthly minimum requirement for new items that are not part of the contractor's inventory. The Prime Vendor will be responsible for notifying the Contracting Officer on a monthly basis if any catalog item is not meeting the ten (10) case monthly usage minimum so that the item may be reviewed for deletion.**

B. The Prime Vendor shall assume the responsibility of introducing new food items to the customers, as well as to show cost effective alternatives to their current choices. The Prime Vendor will still be required to perform their normal supplier selection process to include analysis/comments/recommendation of new products prior to the product sampling/taste testing.

C. The Prime Vendor agrees to the DLA Troop Support requirement that all new items will not be available and delivered to the customer(s) until sufficient inventory of the new products have been shipped and received in the Prime Vendor's OCONUS facility(s) with the new items added to the customer's catalog via the 832 catalog process.

D. All new items must be approved as determined by the individual service Headquarters' operating procedures prior to stocking the item. New item additions and/or changes to NSNs must be authorized in writing by the Contracting Officer prior to the 832 catalog update transmissions.

New item prices for non-MPA items must be determined fair, reasonable, and approved by the contracting officer prior to the items addition to the customer's catalog. Prime vendors are encouraged to seek approvals prior to the items sailing from CONUS. Any non-MPA products shipped without prior approval are shipped at the vendor's own risk and may be subject to charges to recoup USTRANSCOM shipping costs, as well as not being authorized for addition to the catalog, should the Contracting Officer fail to determine them fair and reasonable. In accordance with past practice, the customer will continue to determine all items to be added to the catalog. However, new non-MPA items will not be added to the catalog unless the Contracting Officer determines the proposed prices for the new non-MPA item to be fair and reasonable in accordance with the FAR and approves the addition

Prime vendors shall utilize the Contracting Officer provided form when requesting all item approvals (additions and/or changes). The form is mandatory and will be provided post award. Each request for approval of a non-MPA item must, at the same time, have the following documentation attached:

i. Copy of the manufacturer's original invoice signifying the manufacturer's FOB origin product price, and discount terms, or

ii. Written price quote, on the manufacturer's letterhead, if the item is not currently in stock, to include: price, date price quote was obtained, time period price quote is effective for, quantity covered by the price quote, manufacturer's part number, manufacturer's FOB origin product price, discount terms, and manufacturer's point of contact information.

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

XX. FORCE PROTECTION

A. 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 insure steps are taken to prevent the deliberate tampering and contamination of subsistence items.

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

strongly recommend all firms to review their security plans relating to plant security and security of product in light of the heightened threat of terrorism and secure product from adulteration.

C. The Offeror will insure that all products and/or packaging have not been tampered or contaminated throughout the manufacturing, storage and delivery process. The Offeror will immediately inform DLA Troop Support Subsistence of any attempt or suspected attempt by any party or parties, known or unknown, to tampering with or contaminate subsistence supplies.

D. Accordingly, the awardee shall submit a security plan prior to the start of production under any resultant contract to describe what steps their firm has taken and will take to prevent product tampering and contamination. The awardee 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. Firms should include specific security measures relating to but not limited to the following areas:

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

XXI. BREAKING CASES

Under the proposed contracts, the awardee will be required to break cases for spices. If your company has additional items for which you normally break cases, you should indicate those items in your offer.

XXII. FOOD SHOWS

A. DLA Troop Support actively participates in Vendor Food Shows for the purpose of obtaining food show "allowances." These allowances are negotiated by DLA Troop Support with each exhibitor at the Food Show, whether it is a broker representing several firms, the distributor representing a firm, or the manufacturer directly. In addition, other procedures in accordance with a vendor's normal commercial practice may be used to negotiate the allowances or savings.

B. The Prime Vendor is required to advise the Contracting Officer and the Acquisition Specialist of all Food Shows that are conducted throughout the course of the contract. This includes annual shows, as well as regional and/or mini food shows. The Government reserves the right to participate.

C. Approximately one (1) week prior to the Food Show, the Prime Vendor shall furnish the Contracting Officer and/or Acquisition Specialist the following information:

1. List of brokers/manufacturers attending the Food Show;

2. Map showing the locations of booths;

3. Effective period of allowances;

4. Statement as to whether the allowances are applicable to all orders placed within the effective period, or for only the amount of product booked at the show.

5. Usage report for all customers covered by the contract. This data shall represent the same number of weeks as the effective period of the allowances. The data shall be a consolidation of all customers, and be sorted in booth order sequence. At a minimum the following elements are required:

   a. Vendor Part Number
   b. Description of item
   c. Usage quantity
   d. Manufacturer/Brand
   e. Booth Number of the exhibitor and the products they represent

D. At the end of the Food Show allowance period, the Prime Vendor shall submit to the Contracting Officer/Acquisition Specialist a Food Show savings report by customer. This shall be completed within 2 weeks of the end of the allowance period. A total sales report for the same period shall also be submitted.

E. Food Show allowances must be passed on to the customers directly as a deviated price. Accordingly, when the applicable items are ordered, the price must reflect the discount if ordered during the specified time frame. The deviated price is the price that is to be submitted via the 832 catalog transmission. All decreases in price must be submitted via the 832 transmission the week prior to the beginning of the allowance period.

XXIII. JOINT TOTAL ASSET VISIBILITY (JTAV)

A. Under the proposed contract, the awardee must have the capability to provide DLA Troop Support with timely and accurate information on the location, movement, status, and **identity of units and supplies.**

XXIV. BACK-UP PRIME VENDORS

The Prime Vendor contract(s) for the Hawaii AOR may become a potential backup supplier for other zones should a prime vendor in a nearby zone, in an extremely rare instance, be unable to support, one, some, or all of the customers in that assigned zone. Offeror's agreement to perform as a potential backup prime vendor is required; however, if this rare situation does arise, a contractor's assignment to act as a backup to any or all customers in another zone would be negotiated through a bilateral agreement (modification) to the contract. As part of this agreement, the distribution fees for the backup prime vendor to support the customers of another zone would be negotiated at that time. These measures would be taken to preclude the need to re-solicit for support to the affected customers, as well as to maintain the required service to these customers.

XXV. NON-COMPETITION

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 Troop Support contract, and onto a contract of any other Government agency or commercial entity.

XXVI. TITLE

Title of all U.S. manufacture products purchased for the Government remains with the Contractor during the shipment, and title passes to the Government when products are inspected and accepted at the final delivery point (e.g. Dining Facility and Navy Ships(s)).

All deliveries shall be F.O.B Destination to the end user delivery points. The delivery points are indicated in the Deliveries and Performance Section, Point of Delivery.

For Prime Vendor delivery of products from the OCONUS facility(s), all items will be delivered to end-user customer delivery point's loading platform (unless otherwise indicated) and be free of damage, with all packaging and packing intact.

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

F.O.B. Destination terms apply for this contract. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charge involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the final destination. The Contractor shall pay and bear all charges to the specified point of delivery. For complete definition of F.O.B. Destination, see FAR Clause, 52.247-34 F.O.B DESTINATION, which is incorporated into this solicitation by reference.

XXVIII. CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM

A. <u>Background</u>

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

2. Effective October 1, 2006, a Department Of Defense (DoD) Public Key Infrastructure (PKI) Certificate will be required for all DoD users accessing CPARS. Effective November 1, 2006, a DoD PKI Certificate will be required for all Contractor users accessing CPARS. The requirement for PKI certificates is implemented in accordance with DoD security policy promoting secure electronic transactions.

B. Obtaining a PKI certificate

1. Contractors who do not work at a Department of Defense facility may purchase a DoD PKI certificate from one of three External Certificate Authorities (ECAs). The ECAs are vendors who provide digital certificates to DOD's industry partners who are using their own equipment or working in non-government facilities. A list of ECAs is available at http://www.cpars.navy.mil/pki_info.htm. Each contractor employee accessing CPARS will need an Identity Certificate (An Encryption Certificate is not required). It is estimated that, at the time of award, certificate prices will range from $99 - $115 per certificate per year, with volume discounts at some ECAs.

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

XXIX RAPID ASSEMBLY PROGRAM (RAP)

As a part of an overall readiness plan to support the warfighter in the Pacific Area of Operations (AOR), DLA Troop Support will pre-position a Rapid Assembly Program (RAP) Unit at the facility of the awardee. A RAP unit is a flexible, portable system that can be set up anywhere in a short period of time. This unit can be used to assemble items into a kit configuration. Lead times and capacity can be increased quickly to respond to disaster relief, increased military activity or civil needs.

The system is contained in a 40 foot MILVAN and relies on manual handling of materials to load components of Operational Rations or any other groups of items into corrugated boxes. The complete process of making boxes, assembling rations or kits and sealing boxes can all be done by hand. However, the use of a box erector, roller conveyors, automatic taping machines and a pallet wrapper allow throughput to be greatly increased while using fewer workers and less space. If utilities or adequate space are not available for one of the three recommended configurations of the assembly/conveyor line, alternatives can be utilized to make the most effective use of available resources.

At the current time, DLA Troop Support will request that the RAP Unit be kept in a secure area. DLA Troop Support will pay storage costs for keeping the unit in a safe and secure area. The future utilization of this unit will be further defined at a later date. However as part of your readiness plan, please submit information as to how long it would take your firm to hire temporary workers to work on this assembly line. The awardee will receive the RAP Unit in 100% ready-to-go operational status. DLA Troop Support will pay for and arrange for inspections every 12-15 months and test the operational status of the unit by assembling operational rations every 24 months.

DESCRIPTION AND SPECIFICATIONS

I. DEFENSE APPROPRIATIONS ACT

A. All items supplied under the contract awarded as a result of this solicitation must comply with the Berry Amendment (10 U.S.C. 2533a) and the provisions of Clause 252.225.7012. These references require that all items supplied under the contract be grown and produced in the United States or its possessions, except the exempted items listed below.

Exempted Items:

Anise	Bamboo shoots
Bananas	Beef, corned, canned
Beef Extract	Brazil Nuts, unroasted
Capers	Cashew nuts
Castor Beans and Oil	Chestnuts
Chile	Cocoa Beans
Coffee, raw or green bean	Oranges, mandarin, canned
Spices and herbs, in bulk	Tapioca, flour and cassava
Tea, in bulk	Thyme oil
Olive Oil	Sugars, raw
Vanilla beans	Grapefruit sections, canned
Water Chestnuts	

Olives (green), pitted or pitted or stuffed in bulk
Coconut and coconut meat, unsweetened, in shredded, desiccated, or similarly prepared forms
Tartar, crude; tartaric acid and cream of tartar in bulk.

B. For additional information, please consult the DoD FAR Supplement at 225.7000 "AUTHORIZATION ACTS, APPROPRIATIONS ACTS, AND OTHER STATUTORY RESTRICTIONS ON FOREIGN ACQUISITION" and/ or contact the Contracting Officer.

B. During the year, the Government may issue individual domestic non-availability determinations when warranted. The Contracting Officer will forward a notice to the Prime Vendor as the determination(s) is (are) made.

II. ORDERING SYSTEM

A. The Government's ordering system requires that for the purpose of invoicing, **unit pricing will be fixed at the unit price effective in the catalog at the time of order**. The delivery date will have no effect on this price.

B. All customers listed within are currently using the Subsistence Total Order and Receipt Electronic System (STORES), accessed via the Internet.

Subsistence Total Order and Receipt Electronic System (STORES)

1. STORES is the Government's translator/ordering system that is capable of accepting orders from any of the Services'; i.e. Army, Air Force, Navy, or Marines, individual ordering systems and translating them into an Electronic Data Interchange (EDI) format. In addition, this information is passed to DLA Troop Support for the purposes of contractor payment and customer billing. Attachment 3 provides additional EDI information.

2. Customers will be able to order all of their food and beverage requirements through STORES. Some customers will also be able to order non-food items through STORES. The system will transmit orders to the Prime Vendor and to DLA Troop Support . It may be possible during the life of this contract that all customers will have the opportunity to order the non-food items from STORES.

3. The awardee shall be required to interface with STORES and must be able to support the following EDI transactions:

   i. 810 – Electronic Invoice

ii. 820 – Payment Voucher Information
iii. 832 – Catalog (Outbound: Vendor to DLA Troop Support)
At a future date:
a. The supplier maybe required to submit a breakout of their total unit price, i.e. separate Product Price and Distribution Price columns.
b. Gross case weight, case cube, and number of cases per pallet will need to be provided by the supplier
iv. 850 – Purchase order
v. 861 – Receipt
vi. 997 – Functional Acknowledgement

4. A complete description of these transaction sets is included in the "EDI Implementation Guidelines" attached to this 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 <u>two (2) places to the right of the decimal point.</u>

7. The Prime Vendor is required to utilize the Government's item descriptions in the Electronic Catalog (832 transmission). The Government's format begins with the broad category of the item and then continues with a more specific item description. For example: "Crinkle Cut Carrots", would be listed as "Vegetable, Carrots, and Crinkle Cut".

8. The offeror may be required to transmit 810, 832, and 997 transactions, prior to award and during proposed evaluations, in order to demonstrate its EDI compatibility.

9. In the event the STORES system or the Prime Vendor interface is not operational, the Prime Vendor must provide alternate ways for the customer to order (e.g., by fax, by phone, pick-up orders, etc.)

III. ORDER PLACEMENT

A. **For Zones 1 and 2 – Hawaii Land Based and Ships Customers**
Customers shall place their orders to accommodate a "skip day" delivery. An order placed on March 1st would have a required delivery date of March 3rd. Orders may be placed with a longer lead-time; however, the minimum lead-time is "skip-day". Customers will be required to adhere to the specified cut-off time to place an order for skip day deliveries which will be negotiated and become part of the contract, upon award.

IV. ORDER FILL AND SUBSTITUTION POLICY

A. In terms of "Add-On" items, or items the customer decides to order after their initial order is submitted to the Prime Vendor, the vendor may not add these items on to the existing order. The customer is required to submit a completely new and separate order for these additional items. The vendor will fill this new order, along with the original order, within the required 48-hour delivery time frame.

B. In terms of substitutions, all supplies shall be furnished on a "fill or kill" basis. No substitutions will be accepted unless authorized by the ordering office. Offerors are required to have procedures for handling not-in-stock (hereinafter NIS) situations. The Prime Vendor shall advise

the customer by 12 noon on the skip day of the non- availability of an item. If it appears that the vendor does not expect a stock replenishment in sufficient time to fulfill the requirement, the Prime Vendor should offer the customer a substitute, or advise them of the not-in-stock position of the item. The customer will make the final decision on the acceptability for any substitutions. A substitute item must be of equal or higher technical quality and equal or lower in price. Substituted items cannot be added to the original order for delivery and customer is required to place an order for these items separately. The vendor will fill this new order, along with the original order, within the required 48-hour delivery timeframe.

C. 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.

V. PRODUCT QUALITY

A. Acceptance of supplies awarded under this solicitation will be limited to product processed and packed from the latest pack available or the latest seasonal pack during the contract period. All products delivered shall be as fresh as possible and within the manufacturer's established shelf life (i.e., Open Date codes, Best if Used by Date, Expiration Date, or other markings). For annual pack items, products will be from the latest seasonal pack available, unless specifically authorized by the customer.

B. It is imperative to note that afloat vessels may deploy at a moment's notice for an extended period of time; therefore, for ship customers, it is necessary that the delivered product be of the latest date of pack. At a minimum, product will have 3 months of expected original manufacturer's shelf-life remaining for subsistence items having a manufacturer's shelf-life of 9 months or greater. At a minimum, product will have 2 months of expected original manufacturer's shelf-life remaining for subsistence items having a manufacturer's shelf-life of less than 9 months. If product is manufactured with 90 days of shelf-life or less, the Contracting Officer requires a minimum of 14 days remaining shelf-life at time of delivery. For items manufactured with less than 14 days of original shelf-life, the vendor will deliver wholesome product with the freshest shelf-life available. The vendor will closely coordinate production and delivery times in order to insure that product will meet the end-use customer's usage needs.

For all shore-based customers, a minimum of one month of the original shelf life shall be remaining at time of delivery. As with any substitution, the vendor must receive the customer's prior approval if product offered for delivery will possess a lesser shelf-life. Chilled products shall not be frozen in an attempt to extend the *products'* shelf life.
The Food Service Representative and/or Veterinary Inspector will make final determination as to whether or not the product is in an acceptable condition/fit for consumption.

C. All Open Date Codes, Best if Used by Dates, Date of Packs, and Expiration Dates must be determined by the manufacturer's code book.

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 extensions giving consideration to the reason requested, manufacturer letter of extension granted, military veterinarian approval, customer approval, and price reduction offered. The procedures for Prime Vendor request for shelf life extensions for prime vendor product are as follows:

i. The prime vendor submits written notification to the customer (Theater Food Service Advisor) regarding over aged product and request customer agreement to receive the product if it is approved for extension by DLA Troop Support and Vet Services.

ii. The prime vendor submits the extension request paperwork to include Customer agreement, NSN, Item Description, # of Cases, Dollar Value, Price Reduction Offered, Reason/Justification for the request, Manufacturer Letter of Extension, Manufacturer's original expiration date, and Manufacturer's extended expiration date to the Contracting Officer and Contracting Officer Representatives for review/concurrence.

iii. The Contracting Officer or Contracting Officer Representative, as designated replies to the prime vendor with accept/reject of the submitted package and go or no-go for the Vet inspection request.

iv. Vets inspect product (in accordance with their list of priorities) to see if it is wholesome and of adequate quality (consideration should be given to the length of the extension guarantee before Vet approval is granted).

v. Items that are approved by the Vets are used by the prime vendor.

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

1. <u>Level of Product Quality:</u>

a. When designating an item as a match for the DoD item in the schedule of items listed in the solicitation, the item must be:

i. Identical in respect to packaging when the DoD unit of issue is not described by weights (e.g. pound or ounce).

ii. Identical for portion control items, except that pack size may vary. For example, NSN 8905-00-133-5889 "Beef Braising Steak, Swiss" is described as "frozen, formed, portion-cut, not mechanically tenderized, US Choice Grade or higher, 6 oz each, NAMP 1102 or equivalent, from knuckle, inside round, Eye of Round, or Outside Round, 53 lbs. per box". The requirement for the formed six (6) ounce portion must be identical. However, if the commercial pack size were a 15-lb. box, it would be acceptable by modifying the unit of issue ratio in the STORES ordering system. In respect to the previous examples, the DoD ordering activities require continuity with the DoD unit of issue for proper inventory and accounting within DoD.

iii. Equivalent in respect to grade or fabrication.

b. A substitute item must be of equal or higher quality and equal or lower in price.

c. All items must meet or exceed the Government's item description of their assigned Government stock number.

VI. QUALITY PROGRAM

A. A Supplier Selection or certification program shall be used to ensure standardized product quality for each item supplied and/or listed in the stock catalogs, regardless of supplier. 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.

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

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

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

VII. WAREHOUSING AND SANITATION PROGRAM/STORED PRODUCT PEST MANAGEMENT

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

<u>SANITARY CONDITIONS</u>

(a) Food Establishments.

(1) All establishments and distributors furnishing subsistence items under DLA Troop Support contracts are subject to sanitation approval and surveillance as deemed appropriate by the Military Medical Service or by other Federal agencies recognized by the Military Medical Service. The government does not intend to make any award for, nor accept, any subsistence products manufactured, processed, or stored in a

facility which fails to maintain acceptable levels of food safety and food defense, is operating under such unsanitary conditions as may lead to product contamination or adulteration constituting a health hazard, or which has not been listed in an appropriate government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the U.S. Army Veterinary Command (VETCOM) Circular 40-1, *Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement*, (Worldwide Directory) (available at: https://vets.amedd.army.mil/vetcom) Compliance with the current edition of DoD Military Standard 3006, *Sanitation Requirements for Food Establishments*, is mandatory for listing of establishments in the Worldwide Directory. Suppliers also agree to inform the contracting officer immediately upon notification that a facility is no longer sanitarily approved and/or removed from the Worldwide Directory and/or other Federal agency's listing, as indicated in paragraph (2) below. Suppliers also agree to inform the contracting officer when sanitary approval is regained and listing is reinstated.

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

(i) Meat and meat products and poultry and poultry products may be supplied from establishments which are currently listed in the "*Meat and Poultry Inspection Directory*", published electronically by the U. S. Department of Agriculture, Food Safety and Inspection Service (USDA, FSIS) (available at: http://www.fsis.usda.gov/Regulations/Meat_Poultry_Egg_Inspection_Directory/index.asp). The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to the Federal Meat and Poultry Products Inspection Acts must be listed in the Worldwide Directory for those items.

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

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

(iv) Egg products (liquid, dehydrated, frozen) may be supplied from establishments listed in the "*Meat, Poultry and Egg Product Inspection Directory*" published electronically by the USDA FSIS (available at: http://www.fsis.usda.gov/Regulations_&_Policies/Meat_Poultry_Egg_Inspection_Directory/index.asp). All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

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

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

(vii) Manufactured or processed dairy products only from plants listed in Section I of the "*Dairy Plants Surveyed and Approved for USDA Grading Service*", published electronically by Dairy Grading

Branch, AMS, USDA (available at: http://www.ams.usda.gov/dairy/dypubs.htm) may serve as sources of manufactured or processed dairy products as listed by the specific USDA product/operation code. Plants producing products not specifically listed by USDA product/operation code must be Worldwide Directory listed (i.e. plant is coded to produce cubed cheddar but not shredded cheddar; or, plant is coded for cubed cheddar but not cubed mozzarella). Plants listed in Section II and denoted as "P" codes (packaging and processing) must be Worldwide Directory listed.

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

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

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

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

(b) Delivery Conveyances.

The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent tampering with and /or adulteration or contamination of the supplies, and if applicable, equipped to maintain a prescribed temperature. The delivery conveyances shall be subject to inspection by the government at all reasonable times and places. When the sanitary conditions of the delivery conveyance have led, or may lead to product contamination, adulteration, constitute a health hazard, or the delivery conveyance is not equipped to maintain prescribed temperatures, or the transport results in product 'unfit for intended purpose', supplies tendered for acceptance may be rejected without further inspection.

VIII. 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 Prime Vendor Program, shall originate either from an establishment listed in the "Directory of Sanitarily Approved Food Establishments For Armed Forces Procurements", or one which has been inspected under the guidance of the United States Department of Commerce (USDC) or the United States department of Agriculture (USDA). For detailed information see above "Sanitary Conditions" requirement.

IX. CONTRACTOR PRODUCT DESCRIPTIONS

A. At the time of the initial submission of the proposal, the offeror shall provide a set of product technical descriptions (specifications), for each of the schedule of items identified in this solicitation.

B. The technical description must contain sufficient detail to determine the product's salient characteristics for comparison to the item solicited for in the schedule of items. Bid sheets are not considered technical descriptions.

C. The Subsistence Prime Vendor Office/ Technical Evaluation Panel will determine if the item offered meets the minimum quality standard described.

X. PRIME VENDOR QUALITY SYSTEMS MANAGEMENT VISITS AND AUDITS

A. QUALITY SYSTEMS MANAGEMENT VISITS (QSMVs)

The Supplier Support Division's audit personnel will conduct unannounced Quality Systems Management Visits (QSMVs) to review the PV's compliance with the terms of the contract. The visits will be scheduled as a result of unsatisfactory ratings received during DLA Troop Support PV Product Audits, customers' complaints, requests from the Contracting Officer, or as deemed necessary by the Government. QSMVs may include visits to subcontractors and/or product suppliers/food distributors used by the PV. 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 PV, the PV shall make arrangements for these visits. During the QSMV the Government may review/verify one, several or all of the following areas (this list is not inclusive) as deemed necessary: The methods and procedures used to comply with the terms of the contract; condition of storage facilities; product shelf-life management; inventory in-stock (age of product and condition, labeling, product rotation (FIFO), etc.); shelf life extensions; product substitutions; control of material targeted for destruction/disposal or to return to suppliers as a result of customers' returns including DLA Troop Support's PV 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; PV's response to customer returns/issues and visits to customers' locations. The QSMV may also include unannounced visits to customers served by the PV.

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

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

The Prime Vendor must take corrective action to address any concerns identified as a result of the QSMV. Concerns identified during the QSMV, or PV failure to take corrective action in response to QSMV findings, will be grounds for terminating the PV contract. The government may, at its discretion, take other action to correct the concerns identified during the QSMV such as but not limited to unannounced QSMVs. Such action will not eliminate the government's right to terminate the PV contract should the identified concerns or PV failure to take corrective action continue.

B. PV PRODUCT QUALITY AUDITS:

1. 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:

i. Prime Vendor adherence to contract requirements
ii. The quality level of the materials supplied is satisfactory and uniform throughout the DLA Troop Support -FT Prime Vendor Regions.
iii. There is no product misrepresentation or unapproved substitution.

b. The Audit objectives are accomplished utilizing the expertise of the U.S. Dept. of Agriculture (USDA) Agricultural Marketing Service (AMS) Meat, Poultry and Processed Products Graders, U.S. Dept. of Commerce (USDC) National Marine Fisheries Services and DLA Troop Support -FT Quality Assurance personnel. Representatives from the above agencies form the DSCP Worldwide Food Audit Team.

c. Each Prime Vendor will undergo an initial audit once per contract period with the first audit occurring during the base period and other initial audits occurring once per option period. The Audits are conducted as a product cutting. The average cost of one Food Audit is approximately $9,500.00 (product cost only). As a Prime Vendor you will be expected to provide samples of the government's choice of a cost of approximately $9,500.00 per audit. Additional cost may be incurred by the PV if the PV's facility does not have a facility/kitchen or the equipment needed to perform the audit.

2. Audit Process

a. The Prime Vendor will be given advanced notice of sixty (60) calendar days of an impending audit. The Government reserves the right to conduct unannounced food audits.

b. DLA Troop Support Worldwide Food Audits are typically a three (3) day process. Day one is devoted to sample selection at the Prime Vendor's warehouse. Day two and three encompass the performance of the actual audit.

c. Once an audit has been scheduled, the DLA Troop Support Lead Auditor will arrive at the Prime Vendor's warehouse on day one and provide a list of items identified for evaluation and select items to be inspected during the course of the audit.

d. Items selected for evaluation will be segregated from the 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 PV failing the audit. One or more audit failures may be grounds for terminating the contract.

e. During the Audit (days two and three), the DLA Troop Support Quality Assurance Representative will assign an item rating based on compliance with or departure from stated requirements as specified in the DLA Troop Support NSN, LSN, or NAPA catalogs. Items will also be audited to determine compliance with the Berry Amendment, approved source requirements, FDA Retail Food Code, USDA Warehousing Standards, Good Manufacturing Practice, additional provisions of the Code of Federal Regulations and other applicable standards.

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

PV PRODUT AUDIT RATINGS (COLOR CODE RATING SYMBOLOGY)

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

MINOR NONCONFORMANCE (YELLOW) = Not fully acceptable. A Minor nonconformance is a deviation from the contract or the item description stock number requirements. This minor nonconformance is not likely to materially reduce the usability or serviceability of the item for its intended purpose or affect its condition and/or the continued storage of the item for further use. Examples of minor nonconformances: Cataloging issues; Minor workmanship/fabrication violations; Minor weight/portion control violations; Items that exhibit very slight freezer burn or dehydration on some sample units; Minor workmanship/fabrication or minor weight issues; Minor deviations from packing, packaging, labeling and marking requirements that would not necessitate a regulatory market suspension or affect **DLA Troop Support**'s ability to recall the item. **ACTION REQUIRED**: This nonconformance requires attention from the PV. Minor nonconformance's may be tolerated by the customer for a short period of time (until the PV receives a new product at CONUS 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 ore item description stock number requirements. This major nonconformance is a deviation that materially affects or is likely to have a major affect 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 affect on DLA Troop Support's ability to recall the product. **ACTION REQUIRED:** PV 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:** PV 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 PV OCONUS locations only, the Contracting Officer may approve continue issue of the item because of location extenuating circumstances and on a case-by-case basis. This approval is depending on the type and severity of the deviation, DLA Troop Support -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. Continue issue of the item may require and include PV screening/rework of the nonconforming item and follow-up Government inspection/audit to verify action taken by the PV (at no cost to the Government for inspection/travel costs). At CONUS/OCONUS locations, only the Contracting Officer, not the customer or the Lead Auditor, has the authority to accept wrong items (not meeting item description cited in DLA Troop Support catalogs). The Rating assigned to the item WILL NOT be changed by the Lead Auditor because of acceptance with a waiver/rework/repair of the item in question. The DLA Troop Support Food Safety Office (DLA Troop Support -FTW), at the request of the Contracting Officer, may issue a restricted (to DLA Troop Support customers only) a Hazardous Food Recall for all those items originating from an unapproved source and distributed to DLA Troop Support customers worldwide.

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.

3. Prime Vendor Audit Preparation

The PV is responsible and will bear all costs for the facility and the equipment/supplies used during the audit. Immediately upon receipt of the audit notification, the PV 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 PV facility or the space is inadequate other arrangements must be made by the PV. The room must be equipped with running water. Clean up of the cutting area/room and continuous clean up of equipment will be the PV's responsibility. The PV 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 needed:

(1) Freezer storage area to store samples selected
(2) Chill area for tempering product for approximately 10 + pallets
(3) Tables for conducting the audit and demonstration.
(4) Sinks/wash area equipped with sanitizing soap for cleaning knives and equipment.
(5) Water jet spray attachment for the sink
(6) Pans or work area in close proximity to a sink area to drain/purge from packaged product.
(7) Deep fat fryer.
(8) Microwave.

(9) Calibrated scales – A scale capable of weighting portion control items and roasts; a large scale capable of weighting large cases (weighing up to 70 pounds); a digital portion scale capable of weighting in ounces and grams.
(10) A minimum of 10 large flat baking sheet pans, plastic trays or some type of tubs to place thawed meats.
(11) Cart to move samples around.
(12) Cutting boards (two or three)
(13) Large trash cans with bags.
(14) Power hook-up for 3-4 computers
(15) Access to a copy machine
(16) Small box for ground beef samples (Approx. 10 oz) and dry ice or cold packs for mailing.
(17) 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;
(18) Optional but considered highly desirable: Cloth towels and floor covering to maintain clean and sanitary floor areas.

4. Sample List/Selection of Samples

The FTSB's Lead Auditor will provide a list of sample items upon arrival at the PV facility. Two samples for each item will be selected. A pick list/picker stickers, six month velocity or usage report, and an on-hand inventory quantity report (i.e. number of cases on hand) should be developed for each item after receipt of the list. In addition, since all Seafood items are required to originate from an approved domestic source, copies of certificates/documentation for these items and any item on the list that is required to be certified must be available for review upon arrival at the facility. Warehousing assistance will be required to pull and prepare samples for the audit. Assistance with moving samples from the storage areas to the audit area and also continuous removal of items after review will be required on audit days. Some samples will require tempering/thawing. An area will need to be provided for the sample tempering process with a capacity for at least 10 or more single layer pallets side by side. In order to rapidly temper these items the warmest area at the facility will be needed. Upon tempering the items will need to be placed in a chilled environment. All samples must be stored in controlled conditions to protect from abuse or tampering. The meat audit items (approx.13-20) will be primarily Center of the Plate –Beef and Pork- Steaks, Roasts, Chops, Diced, and Ground items. Ground Beef Bulk and Patties will be sent to the USDA laboratory for Analytical testing- Fat only. The PV will need to arrange for the shipping of the samples approximately 4 ounces. Except in OCONUS areas where prohibition exists or it is impractical. The seafood items (approx. 13-20) will consist of Fish - Portions, Sticks, Fillets, and Steaks, Shrimp, Lobster, Crab, Clam, Oyster, and Crawfish. Poultry items (approx. 13-20) will also be center of the plate items. Processed Products Fruit and Vegetable will consist of approximately 13-20 Items.

5. Audit Results

The audit results are performance indicators that will be used in conjunction with a firm's past performance. DLA Troop Support considers 85% acceptability for each category (Meats, Poultry, Seafood, and Processed Products) as the minimum standard for acceptable performance. Prime Vendors 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.

6. Follow-Up Audits

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

7. Audit Failures

As noted herein, audit failures and/or failure to take connective 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 eliminate the government's right to terminate the PV contract should the deficiency or system which allowed the deficiency to occur remain uncorrected.

XI. JUICE AND DRINK DISPENSERS

A. When requested, the contractor is required to furnish beverage dispensing machines and beverage products, as specified herein. The 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 contractor.

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

C. The contractor 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 this additional service at no additional cost.

D. Any equipment or material furnished by the Prime Vendor shall remain the property of the vendor and must be returned to the vendor at the conclusion of the contract in the same condition in which it was received.

XII. HOT SOUP, MASHED POTATO AND CEREAL DISPENSERS

A. When requested, the Prime Vendor shall furnish hot soup, mashed potato and cereal dispensers suitable for types of items needed as requested by the customer. Maintenance or replacement shall be in accordance with normal commercial practice.

XIII. BRAND NAME ITEMS

A. Based on the ordering habits of the customers listed in the solicitation, the current STORES catalog includes numerous Brand Name items. These are items that the customers have expressed a preference for and have been added to the catalog at the customer's request.

B. In an effort to enhance the commercial aspects of the Prime vendor Program, some items contained in this solicitation's Schedule of Items are Brand Name items.

C. Offerors are required to submit pricing and technical descriptions for the specific Brand Name item listed in the item description, if applicable.

PACKAGING AND MARKING

I. PACKAGING, PACKING, AND LABELING

A. All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug and Cosmetic Act and regulations promulgated there under. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code. The prime vendor shall be responsible for abiding to any applicable packaging, packing, and marking regulations of the various countries in/through which product will be stored/transported.

B. Semi-perishable items shall be snugly packed in shipping containers that fully comply with the National Motor Freight Classification and Uniform Freight Classification Code, as applicable.

C. All meats, poultry, and seafood will be vacuum packed when practicable. In all instances the packaging must protect the product from freezer burn and contamination.

D. 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.

E. Chill and freeze products must be shipped in refrigerated (Reefer) Vans and appropriately separated per temperature requirements.

F. The Child Nutrition Centers require that the CN (Child Nutrition) Label is on the outside of each of the cases ordered, to meet USDA standards.

II. MARKINGS

A. To ensure that the carrier and the receiving activity properly handle and store items, standard commercial precautionary markings such as "KEEP FROZEN", "KEEP REFRIGERATED", etc. shall be used on all cases when appropriate.

B. To the maximum extent possible, nutritional and ingredient labels shall be placed on the individual package.

C. Any delivered product not labeled with the name and address of the manufacturing establishment must be identified as to its manufacturer by "timely" advance written notice to each installation's officer in charge of food service (e.g. Installation Food Advisor (IFA)). The listing is requested in

alphabetical order in respect to the shipping container nomenclature. This listing must be kept current and provided to each Installation's Food Advisor, Food Service Officer, or FSC on a quarterly basis.

E. **CODE DATES:** All products shall be identified with readable open code dates clearly showing the Use by Date, Date of Production/Pack (DOP), Date of Processing/Pasteurization, Expiration Date, Manufacturer Sell By Date, and/or similar marking. If the product manufacturers/producers do not use open code dating the PV should request from their suppliers, 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 apply the open code date to their own label.

F. **TRACEABILITY REQUIREMENTS FOR PRIME VENDORS OR PV'S SUPPLIERS RE-PACKAGING AND RE-LABELING PRODUCTS**

If the PV or a PV's supplier 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 PV shall maintain or request from their suppliers documentation/certificates containing the following information: Item nomenclature, name and number of establishment/vessel, 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/vessel, 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 PV'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 PV must maintain records of quantities and when and where the re-packaged/re-labeled item(s) were shipped. The PV must be able to show/provide DLA Troop Support -FTSB's Quality Auditors the documentation for samples selected during PV Product Quality Audits or Unannounced Quality Systems Management Visits (QSMVs). It is the PV's responsibility to notify and ensure their suppliers understand and comply with this requirement.

The above requirements are necessary in the event of a food recall (i.e., ALFOODACT) of potentially hazardous products when a recall is issued by a Regulatory Agency and for the PV 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 PV storage and the customer's receipt/storage of the item in order to expedite the recall process for all suspected items intended for DLA Troop Support's customers

III. UNITIZATION

A. For delivery (loading onto customer vehicle) to the customer, all cases of product must be palletized. The type of pallet may be a two-way entry wing type pallet or a standard commercial wood or plywood 4-way entry, double winged or flush type pallet. If the type of pallet is a commercial wood wing, the pallet dimensions are 40"X48"X48" or 48"X40"X48". If using a standard commercial pallet the maximum height should not exceed 54", including the pallet. A bottom pad, 40"X48", of commercial fiberboard shall be positioned on the pallet before loading the pallet.

B. Cases may be mixed on the pallet, but are to be skillfully built as to allow the receiver to out check/in check all items on that pallet.

IV. PACKAGING, PACKING, LABELING, MARKINGS AND PALLETIZATION FOR NAVY SHIPS

A. All packaging and packing shall be in accordance with good commercial practice, except as stated in paragraph E. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code. Labeling shall be in accordance with clause 52.246-9P31. In addition, cases require labels which must 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, or similar marking indicating the end of guaranteed freshness date (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 may be found in the schedule of items. **It is mandatory that a label containing this information be adhered to every case delivered.**

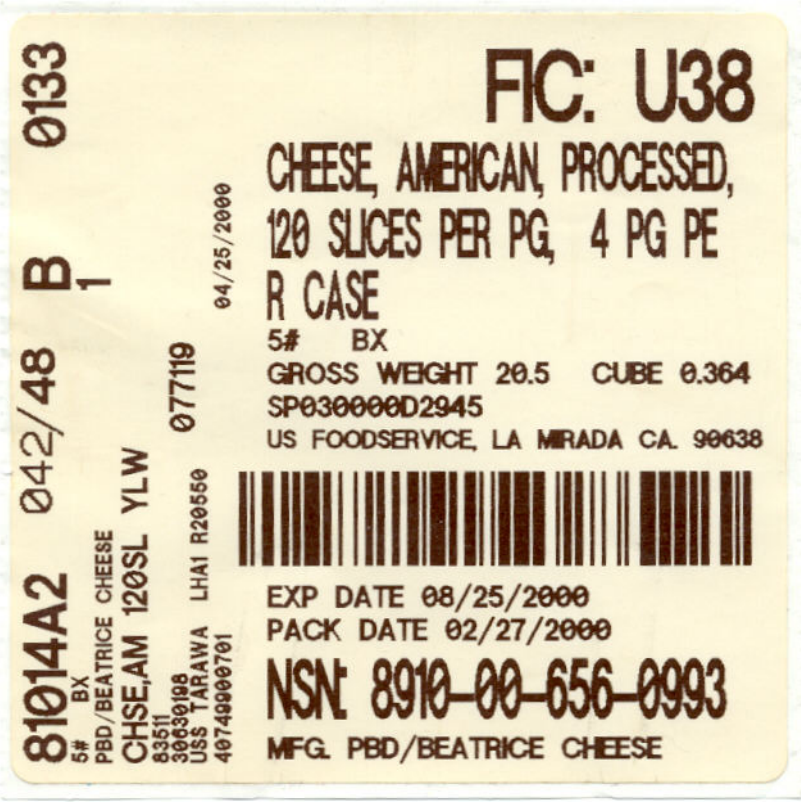
B. The Navy has incorporated a new initiative that adds a bar code of the National Stock Number (NSN) to the label. The bar code is used to receipt product at time of delivery. In addition to the information listed above, the Prime Vendor must provide a bar code on the case label by using the following:

1. Checkmate Inventory for Windows
2. The Prime Vendor catalog will be published on the SALTS Web Page: (http://www.salts.navy.mil/downloads/dpsc/dpsc.html#PrimeVendorCatalogs)

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:

1. Requisition or Purchase Order number
2. 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.
3. Human readable Funding Information Code (FIC).
4. When the weight of a packaged item is random or catch-weight, the weight must appear on the label.

The following sample label is provided. Actual labels must AT LEAST be the same size as the sample. (Approximately 4" X 4")



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.

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.

All beef, pork, lamb, and veal items shall be packaged in a vacuum process, gas flushed and wrapped in polyethylene wrapping, or vacuum packed and received in a frozen state. All poultry and seafood items are to be received in a frozen state. Commercial cartons will be used for all boxed items. **The Prime Vendor should maximize the use of commercial packing that employs sturdy containers and head space no greater than one half (1/2) inch. Case weights should not exceed sixty (60) pounds.** Case weights for high volume items should not be less than forty (40) pounds. These items will be identified at cataloging. Clarification and changes of high volume items will continue throughout the life of this contract.

C. PACKAGING FOR SHIPBOARD STOWAGE MAY REQUIRE DEVIATION FROM STANDARD COMMERCIAL PACK. PRODUCT SHOULD BE SNUGLY PACKED WITH NO MORE THAN ONE HALF INCH OF HEADSPACE.

D. Commercial cartons that fail to hold up under ship board stowage conditions must be changed to ensure product durability.

NOTE: 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.

E. The Prime Vendor shall use standard commercial pallets and the maximum height should not exceed 60 inches, including the pallet. All pallets must be shrink wrapped. Pallet retrieval, and all associated costs, shall be the responsibility of the Prime Vendor.

F. Palletization:

1. For Navy Ships Customers, all products must be palletized and placed on the pier at the brow of the ship .

2. Palletizing for Resupply ships, Amphibious Assault Ships (LHD) and Carriers must be done by 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. Pallet height must NOT exceed 54”. The unit load bonding material must consist of strapping’s: 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. Shrink-wrap is prohibited.

3. All other ships and hull types will use commercial palletization and shrink-wrapping. Pallet height shall not exceed 60” in height including the pallet. SAME AS E ABOVE.

4. 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, 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, the contractors name, address and nine digit zip code, and expiration date. All shipments of flour, sugar, salt and rice must be further packaged in a tri-wall container.

I. INSPECTION AND ACCEPTANCE

A. FOB Destination Shipments: (All shipments, unless otherwise specified by the Contracting Officer).

B. Inspection and acceptance of products will be performed at destination. The inspection is normally limited to identify, 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.

C. 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.

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

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

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

Inspection and acceptance of products will be performed at the prime vendors CONUS distribution point by a prime vendor paid USDA official. Inspection will normally be limited to identity, count, and condition.

The USDA official will sign the prime vendor 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 prime vendor to both DLA Troop Support and the end customer.

II. WARRANTIES

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

III. DELIVERY TEMPERATURES, SHIPPING AND STORAGE REQUIREMENTS

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

A. In order for frozen items to be accepted by the receiving activity, the following criteria must be observed:

1. Packages must be solid, not soft, upon arrival;
2. Container and wrapping must be intact and in a solid condition;
3. Packages must be free of drip and show no evidence of thawing and re-freezing (i.e. watermarks on boxes; off odor) or dehydration.
4. Cello wrapped packages will not be discolored or show other signs of freezer burn.

B. Items requiring “Protection from Heat” shall be stored and delivered at a temperature below 70 degrees Fahrenheit or less.

C. Items requiring chilled conditions shall be stored and delivered under refrigeration of 32 to 40 degrees Fahrenheit.

D. For ice cream, the recommended storage and delivery temperature is –10 degrees Fahrenheit and the temperature should not exceed 0 degrees Fahrenheit.

E. Containers and wrapping must be intact and not damaged. Packages will be free of dripping and show no evidence indicating that the contents have thawed, been refrozen, freezer burned, etc. Packages must show no evidence of dehydration.

IV. REJECTION PROCEDURES

A. If product is determined to be defective, damaged, and/or compromised in any other manner, it may be rejected by the receiving official.

B. When product is found to be non-conforming or damaged, or otherwise suspect, the Veterinary Inspector shall notify the responsible Food Service Officer.

The Food Service Officer shall inspect and determine the course of action to be taken with the product in question. If present, the contractor representative may be consulted. The final decision is to be made by the Food Service Officer and/or his/her representative.

C. In the event an item is rejected, the delivery ticket/invoice shall be annotated as to the item(s) rejected. These items shall then be deducted from the delivery ticket/invoice. The invoice total must be adjusted to reflect the correct dollar value of the shipment. Replacements will be authorized based on the customer's needs. To the greatest extent possible, on an as-needed, emergency basis, same day re-delivery of items that were previously rejected shall be made, so that the customer's food service requirements do not go unfulfilled for that day. The re-delivered items will be delivered under a separate invoice utilizing the same call number, CLIN number, and purchase order number for the discrepant line. These re-deliveries will not constitute an emergency requirement and therefore will have no additional charges.

D. In the event that a product is rejected after/or the customer may agree to dispose of it initial delivery is made, the Prime Vendor may be required to pick up the rejected product. Credit due to the ordering activity as a result of the rejected product being returned, will be handled through a receipts adjustment process in STORES. If the vendor has already been paid for the product, a claim will be issued through DLA Troop Support's financial system. In all cases, one (1) copy of the credit memo is to be given to the customer and one (1) copy of the credit memo is to be sent to the DLA Troop Support Acquisition Specialist.

If a customer requires a one-to-one replacement, no additional paperwork is necessary. The vendor delivery ticket/invoice will show that product is a replacement for rejected item. The invoice shall reference the call number, CLIN number, and purchase order number of the originally ordered product.

E. It is a requirement of this solicitation that product shall be inspected upon receipt as promptly as practicable. However, failure to promptly inspect or accept supplies shall not relieve the contractor from responsibility, nor impose liability on any of the customers, for nonconforming supplies.

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

DELIVERIES AND PERFORMANCE

I. CONTRACT IMPLEMENTATION/EFFECTIVE PERIOD

A. In the event that follow on contract is awarded to a firm other than the incumbent Prime Vendor, the Government intends to: (i) make award approximately 90 days prior to expiration date of the incumbent contract, (ii) establish a time phased transition schedule during the incumbent contract's final 90 days of operation, and (iii) to phase in customer ordering points to the new Prime Vendor on a schedule that is in the best interest of the Government. During the implementation period, the incumbent Prime Vendor will remain the principal source of food and non-food supplies. Performance failure during this period may result in the contract termination for cause. The order of precedence for customer support is (1) the incumbent Prime Vendor and (2) the New Prime Vendor.

B. Within (14) days after notification of award, the outgoing incumbent Prime Vendor will submit to their respective Contracting Officer a proposed ramp-down schedule to include a Total Asset Visibility (TAV) Report. This report must show, by item and quantity, the location of each product in its residual inventory, whether on order, in the PV's CONUS warehouse, in transit, or in the PV's OCONUS warehouse. In addition, the incumbent Prime Vendor must submit with this report the remaining shelf life for all residual inventory and the appropriate average monthly demands (AMD) with respect to each product in its residual inventory. Upon receipt /review/discussion, the Contracting Officer will assist the new Prime Vendor with forecasting levels and the ramp-up phase shall begin. The Government will avert significant and additional over-ocean transportation charges if the new Prime Vendor considers purchasing residual levels of inventory from the incumbent as an initial basis for creating a total asset pipeline.

C. At least (60) days prior to implementation, the new Prime Vendor shall be required to establish fully functional catalogs and have its distribution systems in place, including all EDI support systems, for all customers under their respective contract(s). At 45 days prior to implementation, the new PV will submit its first Total Asset Visibility (TAV) Report to the Contracting Officer. This report must show, by item and quantity, the location of each product in its residual inventory, whether on order, in the PV's CONUS warehouse, in transit, or in the PV's OCONUS warehouse. The new Prime Vendor shall be fully prepared to support all customers under the contract at least 30 days prior to expiration date of the incumbent contract. It is the Government's intent to have all orders placed under the new Prime Vendor contract when the incumbent contract expires. However, the Government reserves the right to phase in customer ordering points on a schedule that is in the best interest of the Government.

The effective date of the contracts shall be the first day that one or more facilities place an order under the contract after the 60 day ramp-up period. In order to take into account the implementation period described above, the contracts shall begin on the date of award. Notwithstanding the contract's date of award, the effective base period shall begin on the date of the first ordering under the contract(s) after the 60 day ramp-up period and shall end two (2) years later. This means that the contract's base period may exceed two years when the time permitted for implementation is taken into consideration. Thereafter, each option period, if exercised, will begin on the anniversary of the base ordering period ending date. There are two (2) potential option periods.

II. ITEM AVAILABILITY

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

III. DELIVERY INSTRUCTIONS

A. Deliveries shall be F.O.B. destination to all ordering activities and delivery points. All items will be delivered to customer locations, free of damage, with all packaging and packing intact. The contractor shall remove all excess pallets used for delivery from the OCONUS customer's location. No pallet exchange programs will be available for the customers listed in this solicitation. Pallet height may not exceed fifty-four (54) inches.

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

C. All deliveries are subject to military inspection at destination. Delivery vehicles may be required to stop at a central location for inspection before proceeding to the assigned delivery point(s). Additionally, upon completing the delivery (or deliveries) and before the carrier leaves the installation, copies of the invoices may be required to be delivered to a central "Accounting Office" activity on the installation after all drops have been made and prior to the carrier's departure from the installation. As described and detailed in this solicitation, all inspections by US Army Veterinary Service shall be conducted in accordance with 48 CFR Part 246, Army Regulation (AR) 40-657, AR 40-656, and any other rule, regulation, or standard food inspection policy applicable to the Subsistence Prime Vendor operating within this geographic area as may be established from time to time by any Department of Defense entity (e.g., CENTCOM). Any and all inspection determinations made by the US Army Veterinary Service shall be final.

D. Specific delivery point information is provided below. Some installations have more than one delivery point. Awardee must provide expeditious off-loading and delivery to the customer and ensure that the personnel loading and delivering the product provide prompt and efficient service to the customer.

E. Products for individual customers/dining facilities must be segregated. Many of the military bases have more than one delivery point. All products shall be segregated by drop-off point. The intent is to provide expeditious off-loading and delivery to the customer.

F. The offeror shall also ensure that the personnel loading and delivering the product provide prompt and efficient service to the customer. Drivers should carry picture ID's, and comply with any internal ID and security requirements of the specific site. Trucks should also be properly registered with each activity to ensure smooth admission to the compound, while fully honoring all in-house security protection measures of the military activities.

G. Deliveries shall average three times per week to each customer, unless the customer and the contractor agree upon less frequent stops. Certain customers, such as the small boys and submarines, may require more frequent deliveries due to such factors as less storage capacity. Saturday deliveries may occasionally be necessary. If bread, milk and ice cream products are added to this contract, delivery may be 5-6 times a week for those items. In addition, the contractor should have the capability to handle Quick Pick or Order and Service pick-up capability.

H. All ships delivery routes and stop-off sequence will be coordinated and verified with the FISC/MSC on a post award basis by the contractor. Concurrent delivery to ships may be necessary depending on the number of ships in port. More than one truck may be required to meet delivery time schedules. All delivery trucks must have the ability to contact and

communicate with the FISC/MSC, from their vehicle, any delays or changes in scheduled deliveries.

I. Prime Vendor contractors should be aware that projected feeding strengths at each naval location are subject to fluctuations based on a variety of factors, i.e., seasonal increases/decreases in personnel, surges in personnel in crisis situations or deployments/homecomings. For Navy Ships customers, the Prime Vendor Customer Service Representative should maintain open communications with the FISC/MSC to be aware of these fluctuations and work closely with customers to provide the increased quantity and frequency of deliveries needed during these critical times. The importance of Prime Vendor communication with the FISC/MSC is essential. A restocking fee **will not** be assessed as a term of this contract.

J. Delivery tickets (i.e., annotated and signed copies of the receipt documents) must be dropped off at the FISC/MSC office prior to the delivery truck departing from the base.

K. All deliveries are subject to military medical inspection at destination. Delivery vehicles may be required to stop at a central location for medical inspection before proceeding to the assigned delivery points(s).

L. Prime Vendors must provide shelter for all product delivered during inclement weather.

M. In the future, the Prime Vendor may have to coordinate deliveries with a private firm, who will load the product onboard the ships.

N. **DELIVERY POINTS**

Zone 1 Hawaii (Land / PTA)

DODAAC	CUSTOMER NAME	PHYSICAL ADDRESS	CITY
000101	AVN BDE DINING FACILITY	BLDG 102, SANTOS DUMONT ST	WAHIAWA
000102	125TH SIG BN DINING FACILITY	179 ANDRANDE RD, BLDG 300	
000103	HQ CO DINING FACILITY	BLDG 503B, PIERCE ST	FORT SHAFTER
000104	NCO ACADEMY	BLDG 6056, SANTOS DUMONT AVE	EAST RANGE
000106	E-QUAD DINING FACILITY	BLDG 550, FOOTE AVE.	SCHOFIELD BKS
000107	F-QUAD DINING FACILITY	BLDG 650, FOOTE AVE.	SCHOFIELD BKS
000108	2ND BRIGADE DINING FACILITY	BLDG 2085, FOOTE AVE	SCHOFIELD BKS
000109	J-QUAD DINING FACILITY	BLDG 844 CAPRON AVE	SCHOFIELD BKS

000110	A-QUAD DINING FACILTY	BLDG 133 FOOTE AVE	SCHOFIELD BKS
000111	65TH ENGR BN DINING FACILITY	BLDG 1492, TRIMBLE RD	SCHOFIELD BKS
000114	K-QUAD DINING FACILITY	45TH CSG BLDG 780 SMITH AVE	SCHOFIELD BKS
000115	605TH TRANS DET	(LSV-2) PIER A-5 BISHOP PT	HICKAM AFB
000116	163RD TRANS DET 9 LSV-5	BISHOP POINT PIER A5	HICKAM AFB
000312	548TH TRANS DET (LSV-7)	BISHOP POINT PIER A5	HICKAM AFB
169241	HAWAII JOB CORPS CENTER	41-467 HIHIMANU STREET	WAIMANALO
FT6580	AIR NATIONAL GUARD HAWAII	360 HARBOR DRIVE, BLDG 3417	HICKAM AFB
FT9128	HALE AINA DINING FACILITY	BLDG 1860 ANDREWS AVE.	HICKAM AFB,
FT9129	MOKULELE FLIGHT KITCHEN	BLDG 2037, BY MAC TERMINAL	HICKAM AFB,
FT9459	MAIN-CHILD DEVLP CTR	BLDG 1597	HICKAM AFB,
FT9460	HARBOR CHILD DEVLP CTR	BLDG 623	HICKAM AFB
FT9461	CHILD DEVLP CTR-WEST	900 HANGAR AVE., BLDG 1654	HICKAM AFB,
FT9462	HICKAM YOUTH CENTER	900 HANGAR AVE., BLDG 1335	HICKAM AFB,
M00312	KANEOHE TROOP ISSUE	ANDERSON HALL, BLDG 1089	KANEOHE BAY
M00318	KULA O'KAMALII CDC	MCBH BLDG 6111	KANEOHE BAY
MEF303	III MEF FOOD SERVICE	(DELIVER TO PTA) USMC	HAWAII
N0534A	BARKING SANDS GALLEY	BLDG 1262	KEKAHA
	NIOC HAWAII, GENERAL MESS	BLDG 9, WAREHOUSE/TUNNEL BLDG 25	SCHOFIELD BARRACKS
N62813	SUBASE GALLEY	BLDG 655A	PEARL HARBOR
PRTISA	BRANCH-TISA-PTA	BLDG T-83 (ARMY)	POHAKULOA TRAINING AREA
PX3JP3	TISA - SCHOFIELD	BLDG 2071, LYMAN RD	SCHOFIELD BKS
WX3JN9	TRIPLER ARMY MEDICAL CENTER	FOOD SERVICE DIVISION	HONOLULU
Z11409	USCGC RUSH WHEC 723	SAND ISLAND ACCESS ROAD	HONOLULU

Z11411	USCGC JARVIS WHEC 725	SAND ISLAND ACCESS ROAD	HONOLULU
Z15243	USCG KUKUI	AREA 4 SAND ISLAND ACCESS ROAD	HONOLULU
Z15245	USCGC WALNUT WLB205	400 SAND ISLAND PARKWAY	HONOLULU
Z20255	BP COAST GUARD AIR STATION	ONE CORAL SEA ROAD	KAPOLEI
Z47810	USCG INTEGRATED SUPPORT COMMAND	400 SAND ISLAND PARKWAY	HONOLULU
RTISA	BRANCH-TISA-PTA	BLDG T-83 (ARMY)	POHAKULOA TRAINING AREA

2. Zone 2 – Hawaii Navy Ships Customers:

DODAAC	SHIP
R23155	USS CHAFEE
R21625	USS CHOSIN
R23146	USS CHUNG-HOON
R21104	USS CROMMELIN
R21944	USS HOPPER
R21827	USS LAKE ERIE
R21951	USS O'KANE
R21822	USS PAUL HAMILTON
R21830	USS PORT ROYAL
R21351	USS REUBEN JAMES
R21821	USS RUSSELL

DODAAC	SUBMARINE
R20882	USS BREMERTON
R21763	USS CHARLOTTE
R21832	USS CHEYENNE
R21100	USS CHICAGO
R21817	USS COLUMBIA
R21692	USS COLUMBUS
R21831	USS GREENEVILLE
R21101	USS KEY WEST
R20826	USS LA JOLLA
R20202	USS LOS ANGELES
R21302	USS LOUISVILLE
R20884	USS MINNEAPOLIS-ST PAUL
R21024	USS OLYMPIA
R21413	USS PASADENA
R21693	USS SANTA FE
R21816	USS TUCSON

i. **For ship customers,** the Prime Vendor will be responsible for delivery to a pier location that will be designated on the delivery order. All product must be off loaded on the pier at the brow of the ship or in a designated sequence/location as stated on the delivery order or by ship's personnel. Lift

gates that adequately support a full size pallet are required. Fork lifts and pallet jacks must be made available at no cost to the Government, when required.

ii. The PV shall provide pallet counts to customers within 90 – 100% accuracy at least 48 hours prior to RDD, where applicable. If an order is submitted 3 days before RDD, then the PV shall provide the pallet counts 24 hours prior to RDD. The breakdown shall be by dry, chill, FF&V and freeze.

iii. **Fill Rate** – The PV shall provide fill rate to the FISC STORES Operator within 48 hours of EDI, when applicable, to include a list of NIS lines.

iv. **Missing CLIN from Delivery Ticket –** The PV shall notify the FISC STORES Operator of all rejected CLIN's within 24 hours of EDI. All lines ordered by the customers must be listed on the fill rate reports and an explanation provided if there is a special circumstance for exclusion.

v. **Delivery Ticket –** The PV shall provide signed electronic or hard copy delivery tickets to the FISC STORES Operator within 48 hours after RDD.

vi. All orders shall be accompanied with three copies of the invoice/documents.

vii. DELIVERY TO SHIPS AT ANCHORAGE:

Due to special circumstances associated with anchorage deliveries for Aircraft Carriers, ESF platforms, all foods will be delivered in dry/refrigerated containers. For deliveries other than Aircraft Carriers and ESF platform load-outs, the PV is responsible to ensure that foods requiring refrigeration are delivered without affecting shelf life of the products. Use of gel packs and/or dry ice inside tri-walls is an acceptable method to maintain temperature control.

O. All orders shall be accompanied with three copies of the invoice/documents.

P. DELIVERY TIME- Applicable to both zones: To be mutually coordinated between the vendor and the customers.

Delivery schedules and times will be defined after contract award. However, DLA Troop Support anticipates a minimum of 3 deliveries per week to shore locations and delivery windows between 5:00 a.m. and 12:00 p.m. Due to unscheduled ship movement, the Prime Vendor must be prepared to be able to deliver outside the normal time frames as needed. Due to the high security posture in the areas involved under this solicitation, the Prime Vendor may be required to arrive several hours prior to the actual delivery time in order to clear security. Unless properly coordinated with respective military base security, it should be noted that changes in delivery vehicles or drivers during the contract period could cause major delays accessing the base. This is for informational purposes only. The Prime Vendor is responsible for meeting all delivery schedule times and must conform to all base/pier security procedures. Security posture in the area is subject to change. All other security orders that are issued by the Commander must also be adhered to. All drivers will be responsible to carry proper company picture identification and cell phones, use registered vehicles, and provide the customers with 24 hour notice of anticipated deliveries, for security reasons, in addition to observing any other security measures required by the individual bases.

Q. Customers may cancel orders up to 8 hours prior to delivery. No restocking charges apply.

R. Fitting Out and Supply Support Assistance Center (FOSSAC):

With respect to the Prime Vendor support to United States Navy ships, the Prime Vendor contract includes the loading and stowage of ships stores aboard ship. The actual loading and stowage of

such products will be undertaken by FOSSAC through its contracts with private parties. The Prime Vendor's responsibility and liability ends upon delivery to the "brow of the ship" where the Government accepts the products delivered. The duties and responsibilities of the Prime Vendor are unaffected by the FOSSAC role. In pricing its offer, the Prime Vendor should not include any cost or charge related to this requirement. The coordination and scheduling of deliveries by the Prime Vendor to the ships, as described in this Solicitation, remains unchanged.

IV. FILL RATE/SUBSTITUTIONS

A. Order fill rates shall be calculated on an on-time, per order basis and tracked for monthly submission to the Contracting Officer/Acquisition Specialist. The fill rate shall be calculated as follows and shall not include substitutions, mis-picks, damaged cases, etc.:

(Cases accepted/cases ordered) X 100 = Fill Rate %

B. Definitions:

1. Cases accepted: The product that the customer has received and receipted not including damaged cases, mis-picks, and product substitutions.

2. Cases ordered: The product requested by a customer.

C. The contractor will submit a monthly report by customer to the DLA Troop Support Contracting Officer with the following information:

1. Fill rate.

2. List of all items that were not-in-stock (NIS), returned, damaged, mis-picks, etc.

D. All orders placed by the customer are made on a "fill or kill" basis. If an item cannot be delivered at the required delivery date of the original order, the item is considered Not in Stock (NIS). If the customer chooses to have a replacement item delivered, they must place a new order in the STORES system for this item and a delivery will be made within the required 48 hour delivery window.

E. The awardee must maintain a minimum fill rate of 98% or above as part of their contractual requirement.

VI. HOLIDAYS

All orders are to be delivered on the specified delivery date, expect for Federal holidays, as outlined below. When a scheduled delivery day falls on one of these days, or one designated by your firm, delivery should occur on the next business day, unless otherwise agreed to by the customer,

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

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

VII. EMERGENCY ORDERS

A. The Contractor must be able to receive and process purchase orders on any day of the week to include all Federal and Local Holidays. Delivery days and times are not restricted and may be every day of the week. The Prime Vendor will provide a minimum of two "emergency" orders (excluding mobilization actions) per month per customer at no additional charge. Emergency orders are those that are required outside normal delivery schedules. All emergency orders for supplies must be same day service. Expeditious fulfillment of the emergency requirements is imperative. Not-In-Stock replacement fills by the Prime Vendor with alternate items to the customer on day of delivery will not be considered an emergency order.

B. The Prime Vendor is responsible for providing the ordering facilities with the name of the contractor representative responsible for notification of receipt and handling of such emergency service and his/her phone number and/or pager number.

VIII. AUTHORIZED RETURNS

A. The contractor shall accept returns under the following conditions:

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

B. Any other condition not specified above that is deemed by the contracting officer to be a valid reason for return.

IX. SHORT SHIPMENTS AND SHIPPING ERRORS

A. The receiving official will annotate short shipment(s) on the delivery ticket/invoice(s) that accompany the delivery.

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

X. SURGE AND SUSTAINMENT

52.217-9006 SURGE AND SUSTAINMENT (S&S) REQUIREMENTS (JUN 2009) ALTERNATE I DLAD

This solicitation includes items that are critical to support the Department of Defense's ability to conduct contingency operations. These items are designated as the S&S requirements, including the Services' go-to-war requirements. S&S requirements are identified as "Surge Quantity Option" expressed in a percent or exact quantity in this solicitation, and are in addition to peacetime quantities. The objective of this requirement is to obtain contractual coverage to meet the S&S quantities and sustainable accelerated delivery specified in this solicitation. S&S coverage includes access to production capability as well as vendor owned or managed inventory/safety stocks. Offerors will be evaluated on their ability to meet the terms and conditions of the S&S requirements. S&S requirements are defined as follows:

a. Surge and Sustainment Capability means the ability of the supplier to meet the increased quantity and/or accelerated delivery requirements, using production and/or supplier base capabilities, in support of DOD contingencies and/or emergency peacetime requirements. This capability includes both the ability to ramp-up to meet early delivery or increased requirements (i.e., Surge), as well as to sustain an increased production and delivery pace throughout the contingency (i.e., Sustainment). The spectrum of possible contingencies ranges from major theater wars to smaller-scale military operations.

b. S&S Quantity and Accelerated Delivery Schedule are identified on an individual item basis, based on the Services wartime planning requirements. The surge quantity option is expressed as a percent or an exact number with a sustainable accelerated delivery. The S&S quantity and delivery requirements are above and beyond the peacetime requirements in the schedule of supplies.

c. S&S Capability Assessment Plan (CAP), (previously known as the "Surge Plan"). The CAP provides the offeror's method of covering the S&S quantity and delivery requirements, identification of competing priorities for the same resources, and date the contractor can provide the required S&S capability. If any of the S&S quantity and delivery requirements cannot be met, the offeror must identify the shortfall and provide the best value solutions to include a proposed investment strategy to offset the shortfall. For example, the CAP may include, but is not limited to, one of the following scenarios to address wartime delivery requirements:

(1) The S&S quantity and delivery requirements can be fully covered within the supplier's resources.

(2) The S&S delivery schedule can be fully covered with early deliveries due to unit pack shipping.

(3) The total S&S quantity and delivery requirements can be met but at a different delivery rate, and the supplier has no cost-effective investment strategy that would improve the capability to deliver according to the quantity and delivery requirements.

(4) The total S&S quantity and delivery requirements can be met but at a different delivery rate, and includes an investment strategy that would improve the supplier's capability to deliver according to the surge quantity option (e.g., the surge quantity option calls for 50% of estimated annual demand quantity or an exact quantity of 20 boxes) every 10 days, and the vendor can meet the schedule starting in the third ordering period but needs Government investment to become capable of meeting deliveries in the first two months).

(5) The S&S quantity and delivery requirements can be partially covered (the supplier can only provide a fraction of the total quantities specified); however, the supplier has no cost-effective investment strategy that would improve the capability to deliver at the surge quantity option.

(6) The S&S quantity and delivery requirements can be partially covered (the supplier can only provide a portion of the surge quantity option specified), and includes an investment strategy that would improve the supplier's capability to deliver at the surge quantity option.

d. Government Investments. Use of Government investment may be considered to address S&S coverage shortfalls as specified under (c)(3) to (7) above <u>only</u> when it is in the Government's best interest. Use of Government investment is limited per clause 52.217-9010. Contracting Officer (CO) approval is required for any Government investment requests and any investment costs incurred by the supplier without the explicit written approval of the CO are the sole responsibility of the supplier.

e. Agreement to Participate in S&S Validation/Testing. By submission of an offer, the supplier agrees to participate in S&S validation/testing as required by the Government to verify the stated S&S capability.

Testing/Validation may include any methodology that can validate the supplier's S&S capability. Validations will be conducted on randomly selected items by the Industrial Specialist after contract award and throughout the contract period. Validations include, but are not limited to, verification that the supplier and any subcontractor(s) have sufficient equipment, facilities, personnel, stock, pre-positioned raw material, production capabilities, visibility of supplier base resources and agreements, networks and plans for distribution (receiving, storing, packaging and issuing) and transportation services to accommodate the S&S requirements in the contract. This validation includes examination of any in-house work, review of the stock rotation plan (if applicable), and other contracts that impact the production of any added or accelerated quantities. The Government reserves the right to require validation using other methodologies when deemed appropriate. The language in this clause does not limit the Government's right, at any time after award, to perform inspections or validate the supplier's S&S capability.

f. Supplier Notification of S&S Capability Changes. The supplier agrees to maintain S&S capability to produce and/or deliver the S&S quantity identified in the Schedule of Supplies in accordance with the approved CAP and S&S terms and conditions throughout the life of the contract. Changes that negatively impact S&S capability must be reported in writing to the CO within ten (10) working days after the supplier becomes aware of such an impact. Such notification must include a revised S&S CAP with the supplier's proposed corrective action(s) and date when the supplier can attain the required S&S capability. Refer to 52.217-9007(a) for instructions on submitting changes to the CAP.

g. Government Changes, Additions and Deletions to S&S Requirements. The identification of new S&S items in the peacetime schedule or increases in quantities of items already in the S&S schedule will be done through bilateral contract modifications. Deletion of S&S requirements or decreases in quantities will be made by the Government through unilateral contract modifications. The government reserves the right to obtain S&S requirements from other sources without liability to the supplier. This language does not relieve the supplier of the responsibility to provide, in accordance with the applicable delivery schedule, non-S&S and S&S quantities agreed to in the Schedule and CAP during the contingency.

h. Early or Unexpected S&S Requirements. The supplier shall support S&S requirements to the maximum extent practical (1) prior to the supplier achieving full S&S capability agreed to in the Schedule and the CAP, and (2) for requirements exceeding those agreed upon in the Schedule and the CAP, if agreed to by the contractor and not exceeding any applicable contract maximum dollar value or quantity. The Government reserves the right to obtain S&S requirements from other sources without liability to the supplier.

52.219-9003 DLA MENTORING BUSINESS AGREEMENTS (MBA) PERFORMANCE (DEC 1997) DLAD

(a) The contractor's proposed MBA plan shall become part of this contract upon award. The contractor is hereby obligated, as part of its contractual undertaking, to enter into a written, binding mentoring business agreement with a protégé based on and reflective of this plan. Performance under the MBA plan shall be evaluated by the Contracting Officer, and may become a consideration prior to option exercise for the follow-on years of long-term contracts. MBA plan implementation may also become an independent evaluation factor and/or part of the overall past performance evaluation factor in future source-selection decisions.

(b) The contractor-mentor and its protégé(s) shall meet semi-annually with the DLA Contracting Officer and the small business specialist(s) from the buying activity and/or the DCMA component to review progress/accomplishments under applicable MBA proposals. The contractor is also required to submit periodic progress reports (no less frequently than annually) to the Contracting Officer regarding proposal fulfillment. Any MBA with a protégé that has voluntarily been submitted to the Government shall be compared by the Contracting Officer to the contractor's proposed plan, hereby incorporated into this contract, to ensure that it adequately reflects the mentor's obligations expressed therein.

CONTRACT ADMINISTRATION DATA

I. CONTRACTING AUTHORITY

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

B. In the event the vendor effects any change at the direction of any person other than the DSCP Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made. The Contracting Officer must authorize any modification or costs associated with a change.

C. Requests for information on matters related to this contract, such as an explanation of terms or contract interpretation, shall be submitted to the DLA Troop Support Contracting Officer.

II. INVOICING

A. Each delivery will be accompanied by the contractor's delivery ticket/invoice. Three (3) copies (an original plus two) shall accompany the shipment. The customer shall sign all copies of the delivery ticket/invoice, keep one (1) copy and return original copy to the vendor. **Any changes must be made on the face of the invoice; attachments are not acceptable.**

B. All invoicing for payment is to be filed electronically using EDI transaction set 810 (Attachment 3) No paper invoices shall be submitted to DFAS for payment. **All invoices submitted by Prime Vendor must be "clean", i.e. all debits and/or credits must be reflected on the invoice prior to submission.**

C. **Invoice transactions may be submitted to** DLA Troop Support **daily; however, it cannot be stressed enough that all internal debit/credit transactions must be completed prior to the submission of the invoice.** Invoice lines that do not contain the correct invoice data and/or contain incorrect quantities delivered or prices charged will be rejected. The vendor will be responsible for correction and re-submission.

D. The same invoice cannot be submitted with different dollar amounts.

E. Vendors will be required to submit test 810 transactions sets 30 days prior to the first order.

F. Invoices may not be submitted as "LIVE DATA" until a test transaction set has been cleared.

G. **For catch weight items, standard rounding methods must be observed, i.e. less than 5: rounded down; 5 or greater: rounded up. All weights must be rounded to whole pounds using standard rounding methods.** Any line submitted for other than whole numbers will be rejected and require correction and re-submission by the vendor.

H. Unit prices and extended prices must be formatted not more than two (2) decimal places to the right of the decimal point. STORES will not accommodate positions of 3 and above beyond the decimal point.

I. 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
Attn: JAQBAB (EBS Entitlements)
P.O. Box 369031
Columbus, OH 43236-9031

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

1 Contract Number, Call or Delivery Order Number, and Purchase Order Number;
2 DoDAAC;
3 Contract line listed in numeric sequence (also referred to as CLIN order);
4 Item nomenclature
5 LSN or NSN;
6 Quantity purchased per item in DLA Troop Support's unit of issue;
7 Clean invoices must be submitted; and
8 Total dollar value on each invoice (reflecting changes to the shipment, if applicable).

K. Vendors are required to use the DLA Troop Support STORES Reconciliation Tool 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.

L. The supplier is required to include the following statement on their invoice:
"The DLA Troop Support surcharge is not included in the cost of goods."

III. PAYMENTS

A. DFAS Columbus Center is the payment office for this acquisition.

B. Payment of delivery orders will be made in accordance with the terms and conditions of Paragraph (i) of Clause 52.212-4 "Contract Term and Conditions – Commercial items" and any addendum.

C. Payment is subject to the terms and conditions of the Prompt Payment Act (31 U.S.C. 3903). All 810 electronic invoices must be submitted with accurate, sufficient, clean data before any payment can be made.

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

E. Vendor Reconciliation Tool: In an effort to improve the payment process, vendors will have availability to view what the customer has or has not receipted, via the BSM website. The Prime Vendor 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 on the BSM website by the Prime Vendor. While the vendor will not have the capability to update customer receipt information, update capability will be available for unreconciled invoice information for approximately 30 days.

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

IV. ADMINISTRATION

A. The DLA Troop Support Prime Vendor Supplier Operations Office will perform administration of the contract.

B. A designated representative at the ordering activity will perform administration of the individual delivery order. This includes approving product substitutions and delivery changes.

C. The DLA Troop Support Contracting Officer must approve any changes to the contract.

SPECIAL CONTRACT REQUIREMENTS

I. NOTICE TO OFFERORS

Prospective offerors are hereby advised that although there is a guaranteed minimum of 25% on this contract, DLA Troop Support cannot guarantee that any or all of the customers will order all of their subsistence and related non-food requirements from the successful Prime Vendor. Once the guaranteed minimum has been met, the customer may or may not choose to continue ordering from the contract. To a large extent, their decision to continue ordering will be based on the performance of the Prime Vendor.

The prime vendor will be required to hold prices the week prior to the Government's Fiscal Year change (October 1). No catalog adjustments will be made the week prior to the start of a new fiscal year.

II. MANAGEMENT REPORTS

The contractor shall provide the Small Business Subcontracting Report, to include names and dollar value of contractors, including JWOD (Report (F) below), the Fill Rate Report (H), Rebate Reports (J) and Financial Status Report (K) to the DLA Troop Support Contracting Officer on a monthly basis (Electronically transmitted reports are acceptable). The Descending Dollar Value and Descending Case Volume, *for Army customers*, should also be included monthly. All of these reports shall be cumulative for a one (1) month period and submitted no later than the seventh day of the following month. (E.G., reporting period of January 1 through January 31, the reports must be received by February 7.). Unless otherwise identified below, all other reports are to be submitted on a monthly basis.

A. Descending Dollar Value Report – Sorted by line item; each line to contain at a minimum: DLA Troop Support stock number, Item Description, pack or size, brand description, quantity, and total dollar value of units shipped. Dollar amounts will be totaled.

B. Descending Case Volume Purchases Report - Sorted by line item; each line to

contain at a minimum: DLA Troop Support stock number, Item Description, pack or size, brand description, quantity, and total dollar value of units shipped. Dollar amounts will be subtotaled by product category as well as overall total.

C. Product Line Item, Stock Number Order Report – Sorted by DLA Troop Support Stock Number. List all information including DLA Troop Support Stock Number, quantity purchased, dollar value, Vendor Part Number, Item Description and DLA Troop Support Unit of Issue.

D. Product Line Item Rejection Report – Sorted by line item, number of units received, number of units rejected, total dollar amount of units received, and the total dollar amount of units rejected. Dollar amounts should be subtotaled by product category and totaled overall.

E. Product Line Item Not-In-Stock Report – Sorted by date order was placed, line item, number of units ordered, number of units received, total dollar amount of units ordered and total dollar amount of units not received. Dollar amounts will be subtotaled by product category and total overall.

F. Small Business Subcontracting Report -

1. List products manufactured and/or supplied by small business, small disadvantaged businesses, minority-owned small business, National Institute for the Blind/National Institute for the Severely Handicapped (NIB/NISH), women-owned small businesses, women owned small disadvantaged businesses and Hub zones. This should be sorted by manufacturer/supplier and include quantity and dollar value. Note: This report is for direct subcontracts for products supplied to customers. This report is not to include indirect costs.
   NOTE: the SBA must certify SDB and HUB Zone businesses.
2. A summary page of the report shall also be submitted which 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 to the Defense Logistics Agency (DLA). Also requested, but not required since DLA does not mandate that these goals be reported, is a listing of products supplied and/or manufactured by UNICOR, Service Disabled Veteran Own Businesses (SDVOB), Labor Surplus Areas, Historically Black Colleges or Universities and Minority Institutions.

G. Product Line Manufacturer/Supplier Listing Report- this report shall list all items purchased along with quantity and dollar value. It shall be sorted by Manufacturer/Supplier and annotate whether the manufacturer/supplier is a large business, or small business. All Small Businesses are to be broken in the sub-categories as listed above.

H. Fill Rate Report –

1. Monthly Fill Rate Report –The fill-rate is calculated by dividing the number of cases accepted by the customer by the number of cases ordered. Mispicks and damaged cases should not be included in this calculation, however all items Not-In-Stock, returned, damaged, miss-picks, etc., should be listed. The report should specify fill rates per customer/dining facility and an overall average for the month. (SEE ATTACHMENT 9 FOR FILL RATE REPORT LAYOUT)

2. Weekly Fill Rate Report – In addition to the Monthly Fill Rate Report, the Prime Vendor will also submit a weekly report reflecting the previous weeks business, by customer and overall, to DLA Troop Support Contracting Officer.
This weekly report will follow the exact same format as the monthly fill rate report. (SEE ATTACHEMENT 9 FOR FILL RATE REPORT LAYOUT)

3. The Prime Vendor may make an adjustment to their fill rate reports for **only** the following reasons:

   a. Purchase Order lead time was _____days which is less than contract requirement of _____days.

   b. The item is being permanently deleted from catalog (insufficient or no stock available).

   c. The **Customer** initiated a cancellation. There will be no reorder.

   d. The **Customer** did not order in accordance with catalog packaging.

   e. Average Weight – The **Customer** did not order in accordance with average weights and quantity had to be rounded down.

   The actual and adjusted fill rate reports must be provided to the Contracting Officer.

I. Customer Service Report - The contractor shall develop and provide a report summarizing all discrepancies, complaints and all positive feedback from ordering activities and the respective resolutions by providing a summary from customer visits.

J. Rebate Reports –

General Rebates – The contractor shall provide a monthly report identifying any and all discounts, rebates, allowances or other similar economic incentives or benefits given to any other customer, and the amount passed on to the Government.

1. NAPA Report - This report should summarize the savings passed along to the customers in the form of deviated allowances realized as a result of utilizing the NAPA's. List each customer, the NAPA amount, the manufacturer/broker name, and quantity ordered. NAPA figures should be listed per customer, per contract and per manufacturer.

2. Food Show Rebates Report- This report should show a detailed break out of all savings received at your Food Show. This report is not a monthly requirement, but is based on the timing of your Food Show. List each customer, the Food Show amount, the manufacturer/broker name, and quantity ordered. Food Show Rebates should be listed per customer, per contract, and per manufacturer. The total should be per customer and per contract.

K. Financial Status Report - In order to ensure timely payments, a summarized accounts receivable and/or a "days of outstanding sales" shall be submitted on a monthly basis. The report should 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.

L. Asset Visibility Report- Every month, the vendor should submit a report of assets on hand, anticipated usage, average monthly demand and assets on order. The vendor needs to be able to present real time asset visibility of their entire inventory. At a minimum the vendor will be required to submit this report once a month, but there maybe instances when the vendor will be required to submit this report on a weekly or daily basis.

M. Monthly Slow Moving Item Report - The report should list under performing (items not meeting monthly 10 case order minimum) or inactive items by NSN, name, customer ordering the item, quantity on-hand and remaining shelf life. This report must include all items with 30, 60, and 90 days of remaining shelf life.

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

O. Bi-Weekly Vendor Catalog Report – (to be submitted with each catalog update) – Sorted by Item Description; each line to contain at a minimum: DLA Troop Support stock number, item description, product price, distribution price, total combined distribution price, purchase ration factor numerator, unit of issue, item category, item category unit of measure.

III. CATALOG ORDER GUIDE

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

II. **SITE VISITS**

A. The purpose of a site visit is to view the offeror's facility(ies) and business operations to verify what is presented in the Technical Proposal, as well ensure the offeror has the ability to meet the requirements of the Solicitation. You will be notified of the date of your site visit(s) approximately one week prior to the actual visit.

Note: The Technical Evaluation Panel may take pictures during the site visit. The offeror will refrain from the use of picture taking while the site visit is being conducted.

B. At the time of the closing of offers, the offeror shall submit detailed directions/maps to its facility from the closest major airport. The information will be used for future site visits. If the offeror will be utilizing warehouses/facilities that are in addition to, or separate from its primary place of business, then separate directions must be submitted for the additional location(s). It is also requested that Offerors send recommendations and directions for lodging convenient to the warehouse/facilities.

II. **FORCE PROTECTION**

1. Offeror will discuss their quality control procedures as it relates to ensuring that product entering, holding at and departing their facility is safe for customer consumption. Offerors will discuss how they ensure that cases, bags, etc. are intact and demonstrate no evidence of tampering.

2. Offeror will discuss how they ensure that all incoming truck drivers provide adequate identification upon request, how they ensure that drivers and visitors are properly identified and only have access to appropriate areas. Offeror will discuss how procedures for storing product adequately control access to eliminate any possibility of product adulteration. Offeror will discuss their procedure regarding security seals. Offeror will discuss their procedure regarding communication devices for drivers.

3. Offeror will discuss the lighting, security camera conditions, fencing and locking devices at their facility. Offerors will discuss their security personnel procedures to include use of check-lists, logs and reports. Offeror will discuss how they ensure that employee background checks are up to date.

4. Offeror will discuss their overall organizational corporate security plan and whether private security firms are required to assess or reduce risk.

III. **SURGE AND SUSTAINMENT**

Surge and Sustainment (S&S) Instructions to Offerors (Mar 2008) – DLAD

The offeror must provide a detailed approach for covering S&S requirements in the Capability Assessment Plan and, if required, a Validation/Test Plan.

(a) Capability Assessment Plan (CAP):

Offeror must submit a CAP that describes the method and capability to meet the surge requirements identified in the Schedule of this solicitation. The CAP must also include the supplier's investment plan, stock rotation plan, and an exit strategy to support the S&S requirement.

Offeror must complete the CAP online and print the CAP or questionnaire summary for submittal as part of the proposal or the offer. Additionally, any attachments cited in the online CAP must be submitted as part of the offer. Any changes to the CAP before solicitation closing date or after contract award to identify changes in coverage must be done using these websites. Instructions, examples and points of contact for the CAP are available on the website. The online sites for completing the CAP are:

(1) The CAP must be completed using the eCAP at https://www.dla.mil/wicap/.

(2) For subsistence, and C&T items, use the industrial capability questionnaire tool through the SPIDERS website at https://spiders.dla.mil/spiders/home.asp.

(3) For medical items, use the Industrial Preparedness

System (IPSYS) industrial capability survey tool through the DMMonline Directorate of Medical Materiel, Single Signon Application website at
https://dmmonline. DLA Troop Support.dla.mil/registration/SiteLogin.aspx

(b) Validation/Test Plan

The offeror must submit a Validation/Test Plan upon government request. The plan must address the most cost effective way and best industry practices for evaluating the stated capability. If required, any cost associated with performing a validation/test (test plan development, testing, and testing report) will be separately priced. When possible, use statistical methods based on simulations, limited production runs, or other methods that do not require full production of the S&S requirements to conduct the validation/test. The following must be included in the Validation/Test Plan: methodology, rating criteria (e.g. how offeror determines the stated coverage in the CAP), labor cost, material cost, and time required to conduct validation/test.

IV. **DISTRIBUTION SYSTEM/ QUALITY ASSURANCE**

A. Distribution Resources

1. Offeror must provide total warehouse capacity (dry, chill and freeze) and firm's open warehouse capacity (include pick slot and reserve slot) and facility design capacity on annual basis by dollar value as it relates to the volume of this contract. The offeror's capability to ship and receive simultaneously should be discussed. Related temperature and/or humidity controls should be discussed/ demonstrated.

2. Offeror will discuss as it relates to this contract, distribution equipment/resources (i.e. number and type of trucks, owned/leased, etc.). Offeror will discuss if additional equipment/resources will be required to handle the proposed contract with associated lead-time to acquire additional equipment as applicable.

3. Offeror must discuss performance methodologies used to ensure on time deliveries and include your current operating performance level (fill rates) for on time deliveries. Discuss procedures to be employed to ensure that orders will be filled accurately and completely in order to meet the finalized delivery schedule. The current performance levels for damage, mis-picks, "short on truck", returned and "other" should be discussed.

B. Quality Control and Assurance Procedures

1. Offeror will discuss the quality control procedures to be used under proposed contract. Include in your discussion procedures used during receipt, storage and out bound movement of product. Include a discussion on your inventory control systems and level of automation. Include in the discussion your reserve inventory and/or let down control procedures and the level of automation. Discuss the inventory rotation methods used by your firm, your monitoring procedures, the methodology followed in identification and correction of discrepancies in inventory management and order preparation. Identify key personnel responsible for ensuring quality procedures are monitored.

2. Offeror will provide inventory turnover rate information for overall warehouse, by category, as a minimum, for the last year. Discuss average time from date of product manufacture to receipt in your primary warehouse location. Include in the discussion the procedures used to control shelf life and proper shelf life dating for normally inventoried items. Discuss the procedures

and methods used to ensure the correct open "Date of Pack" is used on case labels. Discuss what procedures will be used to meet the "minimum shelf-life remaining" requirements of the various items.

3. Offeror will display a plan of action with examples to prevent shelf-life expirations in accordance with known substantial fluctuations in demand. The primary focus of this plan of action should concentrate on periodic deployment of Navy and Marine Battle Groups. Your response will be reviewed and maybe considered an enhancement to your proposal. Failure to address this will not have a negative effect on your overall evaluation.

C. Inspection and Sanitation Procedures

1. Offeror must discuss the inspection procedures employed to guarantee the movement of quality products. Include the frequency, type, and amount of inspection; product characteristics to be inspected (include standards used to inspect, e.g. temperatures); criteria for approving and rejecting products; criteria for removal of product from inventory; record for documenting inspection results; and the method for identifying the inspection status of approved and rejected product.

2. Offeror will describe the Sanitary Control Procedures and Stored Products Pest Management Program used by your firm to ensure that sanitation and warehousing practices are in accordance with acceptable industry standards. Offeror will describe their in-house program, scheduling of duties and inspection certification. For Contract Services/third party audits include the frequency of service, service provided and monitoring procedures. Offerors will furnish copies of the most recent inspection reports (partnership/teaming effort requires report for each individual site).

D. Supplier Selection Procedures

1. Offeror will discuss your firm's policies, procedures and criteria used for selecting quality suppliers and the processes used by your firm to purchase products of consistent high quality with minimal variation on product appearance, grade, yield, taste, texture. Include how potential suppliers are evaluated, what criteria is used, how the results of the evaluation are documented, and if suppliers are evaluated differently. Is the evaluation process formal or informal? Discuss the methods used by your firm to ensure that standardized product quality will be maintained when products are acquired from various suppliers. Note: This information is required to be supplied even if the function is performed at the corporate level.

2. If applicable, offeror will discuss your firm's strategic long term supplier relationship, whereby both parties share the risks and benefits and both parties make decisions. If so, please describe this relationship and provide examples. Your response will be reviewed and maybe considered an enhancement to your proposal. Failure to address this will not have a negative effect on your overall evaluation.

V. **CUSTOMER SUPPORT**

A. Customer Service Approach

5. Offeror will explain their customer service strategy and explain their customer service function and focus. Does your firm chart your company's customer satisfaction? If so, how? Offeror will explain how their customer service representative will ensure that all the customers' needs are accommodated. Also, indicate the number of sales visits planned, and what value added

services the sales representative will perform. Discuss the procedures (and authority, if applicable) followed by the customer service representative regarding the identification and correction of discrepancies and resolution of customer complaints at the customers level (i.e. not-in-house quality control).

6. Offeror will discuss how deviation from the electronic order, such cancellations or manually placed orders will be handled and any charges associated, if applicable. Include time lines in which deviation to orders and cancellations will be accepted.

B. Ordering System

1. The Offeror will be required to submit a list of up to five (5) company names, P.O.C. and telephone numbers that the offeror is currently supporting through the electronic data interchange (EDI). If offerors are not currently supporting customers through EDI, their plan to become EDI compliant before time of award will be evaluated for whether it appears realistic. The Government will review this information to determine whether the offerors have the capability to support the required EDI transaction sets.

C. Product Availability/ Technical Descriptions

1. Offeror is expected to be able to provide all of the items in the most current catalog which consists of the "Schedule of Items" (Market Basket), Attachment # 1. The inability to furnish all items may affect the offeror's overall rating. Offeror also must discuss how they will ensure that all items supplied will be Berry Amendment compliant.

2. For all items in the "schedule of Items" (Market Basket) that are an identical match, offeror must so state. If a product priced in the business proposal is not an "identical match" to the item we requested, the product technical description (specification) of the item the firm is offering must be provided. The technical description must contain sufficient detail to determine the product's salient characteristics for comparison to that solicited in the schedule of items. Offeror shall label the technical description with the market basket item number and its corresponding NSN/LSN, for identification purposes. "Pack size" changes must be identified for customer acceptance and price evaluation purposes only.

3. The Offeror will discuss time frame needed to bring in new items from both current and new suppliers. Your response will reviewed and maybe considered an enhancement to your proposal. Failure to address this will not have a negative effect on your overall evaluation.

VI. **SOCIOECONOMIC CONSIDERATIONS**

Both large and small business offerors must indicate what portion of the proposal will be subcontracted to Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), and HUBZone Small Business (HZSB)
concerns in terms of percentages and total dollars. The percentage shall be formulated using the total to be subcontracted as the divisor. The offeror must describe the proposed SB, SDB, WOSB, VOSB, SDVOSB, and HZSB concerns' participation in the performance of this contract at the contractor, subcontractor, and product supplier levels. These figures shall pertain to the proposed acquisition only. These figures shall represent what percentage/dollar value of products to be supplied under this contract by a SB, SDB, WOSB, VOSB, SDVOSB, and HZSB manufacturer or distributor. A goal for the Prime Vendor may be to obtain at least 30% of the supplies for proposed contract from SB firms, 5% from WOSB, 5% from SDB firms, 2% from VOSB firms, 1% from SDVOSB firms, and 2% from HZSB firms.

Socioeconomic Definitions:

1. Small Business Concern: a firm, including its affiliates, that is organized for profit, independently owned and operated, not dominant in the field of operation in which it is competing, and can further qualify under the criteria concerning the number of employees, average annual receipts and other criteria as described by the Small Business Administration.
2. HUBZone Small Business Concern: a concern located in a "historically underutilized business zone"; is owned and controlled by one or more U.S. citizens; and at least 35% of its employees reside in the HUBZone. A HUBZone is a historically underutilized business zone, which is an area located in within one or more qualified census tracts, qualified non-metropolitan counties, or lands within the external boundaries of an Indian Reservation.
3. Small Disadvantaged Business Concern: a firm (1) that is at least 51% owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals and (2) whose management and daily operations are controlled by one or more such individuals. The term "socially disadvantaged" means individuals who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of groups without regard to their individual qualities. The following individuals are presumed to be socially disadvantage: Black Americans, Hispanic Americans, Native Americans (Indians), Asian-Pacific Americans, and Subcontinent Asian Americans. The term "economically disadvantaged" means socially disadvantaged individuals whose ability to compete is impaired due to diminish capital and credit opportunities. Generally, a socially disadvantaged individual whose personal net worth does not exceed $750,000 ($250,000 for SBA 8(a) Program certification) excluding ownership interest in the company and equity in a primary residence is considered to be economically disadvantaged.
4. Women Owned Small Business Concern: a small business concern that is at least 51% owned by one or more women; or in the case of any publicly owned business, at least 51% of the stock is owned by one or more women and whose management and daily business operations are controlled by one or more women.
5. Veteran Owned Small Business Concern: a small business concern that is not less than 51% of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in any case of any publicly owned business, not less than 51% of the stock of which is owned by one or more veterans; and the management and daily operations of which are controlled by one or more veterans.
6. Service Disabled Veteran Owned Small Business Concern: a small business concern that is not less than 51% of which is owned by one or more service disabled veterans or, in the case of any publicly owned business, not less than 51% of the stock of which are controlled by one or more service disabled veterans; and the management and daily business operations of which are controlled by one or more service disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran. Service disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).
7. Subcontract: any agreement (other than one involving an employee-employer relationship) entered into by a Government Prime Contractor or subcontractor calling for supplies and/or services (direct costs only) required for contract performance, contract modification or subcontracts.

A. * Socioeconomic Goals

1. Under socioeconomic goals, and subsequent management reports, offerors are to submit figures based on direct subcontracts for items that would be supplied under contract. No direct costs for equipment or services are to be included.

2. The offeror shall describe the proposed extent of SB, SDB, VOSB, SDVOSB, and HZSB participation in the performance of the contract at the contractor, subcontractor and product supplier level. In addition, firms shall also state whether they are a LARGE or SMALL food service distributor. A small firm is defined as having less than an average of 500 employees and must not be a subsidiary or division of a large company/corporation.

3. * The following is the preferred format for the submission of socioeconomic data. Separate subcontracting goals must be submitted for each proposed contract.

	Dollar	Percent
1. Total Contract Price	$_____	100%
2. Total to be Subcontracted:		
a. To Large Business:	$_____	_____
b. To Small Business: (Total Small)	$_____	_____
1. SDB	$_____	_____
2. WOSB	$_____	_____
3. VOSB	$_____	_____
4. SDVOSB	$_____	_____
5. HZSB	$_____	_____
6. OTHER SB	$_____	_____

Notes: 1) When calculating figures for socioeconomic goals, the business size of the manufacturer is to be considered, NOT the business size of the broker/agent that may have supplied the product to the distributor. 2) If the offeror is a Small, Small Disadvantaged, Veteran Owned, Small Service Disable Veteran Owned, Small Women Owned Small or HUBZone Small Business, the offeror may NOT include its "cost of doing business" as part of the subcontracting goals proposed for this acquisition. 3) Offerors that are Small Business will receive additional credit under this factor for evaluation purposes. 4) Performance on prior contracts in subcontracting with and assisting Small, Small Disadvantaged, Women Owned Small and HUBZone Small Business will be part of past performance evaluation.

B. Organizational Efforts

1. The offeror shall describe the efforts it will make to ensure that SB, SDB, WOSB, VOSB, SDVOSB, and HZSB concerns will have an equitable opportunity to compete for subcontracts or as product suppliers on this acquisition.
2. The offeror shall describe its willingness and any plans it has to develop additional opportunities for SB, SDB, WOSB, VOSB, SDVOSB, and HZSB concerns. The offeror must furthermore identify the employee(s) responsible for ensuring that an equitable opportunity is afforded to the SB, SDB, WOSB, VOSB, SDVOSB, and HZSB firms to compete for contracts or supplier selection.
3. The offeror must indicate what percentage of its available subcontracting (or supplier utilization) dollars is allocated to small business concerns. Included in

this percentage range is an estimated total subcontracting allocation to SB, SDB, WOSB, VOSB, SDVOSB, and HZSB concerns.

4. The offeror shall be required to cooperate in studies or surveys in order to allow the Government to determine the extent of subcontracting opportunities identified for this acquisition.
5. The offeror is to demonstrate knowledge of, and more preferably a working relationship with local, state, and/or federal organizations whose mission it is to promote Small Business, Small Disadvantaged Business, Women Owned Small Business, Veteran Owned Small Business, Service Disabled Veteran Owned Small Business and HUBZone Small Business.

   Note: Large business offerors are required to submit the Small, HUBZone Small, Small Disadvantaged Business, Veteran Owned Small Business, Service Disable Veteran Owned Small Business, and Women Owned Small Business Subcontracting plan information as required by Clause 52.219-9, "Small Business Subcontracting Plan" in addition to the information that is a requirement of this section of the proposal. The subcontracting plan required by the FAR clause can incorporate all costs, direct and indirect, associated with this proposal. If an individual contract Subcontracting Plan is submitted, the plan must contain separate Small, HUBZone Small, Small Disadvantaged, Veteran Owned Small Business, Service Disabled Veteran Owned Small Business and Women Owned Small Business subcontracting percentages and dollar levels for the base period as well as each option period.

A. VII. **ABILITY ONE ENTITY SUPPORT**The offeror must provide the following:

1. A description of the efforts your company will make to assure that Javits-Wagner-O'Day Act (JWOD) qualified nonprofit agencies for the blind or other severely disabled will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and proposed range of services, supplies, and any other support that will be provided to you by JWOD concerns. Include specific names of such subcontractors, to the extent they are known.
2. Describe any future plans your company has for developing additional subcontracting possibilities for JWOD entities, or ways in which these entities could be partnered with other business and agencies in opportunities to diversify revenue production during the contract period.
3. *Specify what portion of your proposal, **as a percentage of dollars**, will be subcontracted to JWOD entities.
4. Progress reports in reference to your subcontracting efforts with JWOD activities will be submitted to the Contracting Officer as part of your monthly socioeconomic report. Provide the name and title of the individual principally responsible for ensuring company support to such entities (generally, this is the individual responsible for subcontracting with Small, Small Disadvantaged, and Women Owned Small business, etc.).

VIII. **DLA MENTORING BUSINESS AGREEMENT (MBA)**

The DLA MBA Program was designed for prime contractors to provide developmental assistance to Small Business, Small Disadvantaged Business and Women Owned Small Business concerns for value added services and/or products. Prime contractors may also mentor Javits-Wagner-O'Day (JWOD) qualified nonprofit agencies for the blind and other severely disabled that have been approved by the Committee for Purchase from People Who Are Blind or Severely Disabled under the JWOD Act.

DLA MBA's encourage participation and growth opportunities for Small, Small Disadvantaged, Women Owned Small Business concerns or JWOD workshop that will

participate in carrying out the requirements of the prime contract. The opportunities must constitute real business growth, which is measurable and meaningful.

An MBA shall be a written agreement between the prime contractor and the Small, Small Disadvantaged, Women Owned Small Business, or other applicable business, involved. The mentor will be required to submit periodic progress reports on its agreements. An MBA shall include, at a minimum, the elements listed below:

* Participants: Cite the criteria in selecting a firm or firms with whom to mentor. Include the following information with all submissions:

b. Name, address, and plant location for contract holder and potential or actual SB/SDB/WOSB or JWOD participant(s).
c. Point of contact, job title, and phone number of all personnel involved in the development and oversight of any agreement from both parties.

3. The number of people employed by the Small Business, Small Disadvantaged Business, or Women Owned Small Business concern. If the firm is in the service sector, specify its annual average gross revenue for the last three (3) fiscal years.

A. Agreement Type

1. Describe the type of agreement executed by the contract holder and the Small business, Small Disadvantaged Business, Women Owned Small Business or JWOD entity. The agreement should state the benefits of the plan for both parties. Criteria in selecting firm(s) shall be included as previously stated. The Contracting Officer will review the plan to ensure that the agreement will not jeopardize future contract performance. The agreements should clearly define the roles and responsibilities of each party. Plans that identify new business ventures rather than expansion of existing agreements are preferred. Indicate whether or not signed mentoring agreements exist or are in the planning/development stage.
2. DLA MBA Agreements shall specifically identify the areas of developmental assistance (i.e. management/technical) that will be provided. The offeror should provide a discussion of the areas chosen for development/enhancement. Describe the scope of the plan, i.e. whether the plan will be specifically related to
the requirements contained in the solicitation or if the plan will cover other Government and commercial customers.
3. Offerors shall identify and describe the management control techniques that would be used to insure that contract requirements are met. This should include the record keeping and communication techniques and the methods to be used to control track performance.

B. Measurements and Reporting

1. Provide milestones for program implementation.
2. Discuss and describe the measurement/yardsticks that will be utilized to determine if the program objectives have been met. Projections of successful measurements should result in:
    a. An increase in the dollar value of subcontracts awarded to SB/SDB/WOSB and JWOD workshops under DLA contracts.
    b. An improvement in the participation in DoD, other Federal agencies and commercial contracting opportunities.
    c. Mentors will be required to submit periodic progress reports on their agreements.
    d. * Copies of signed MBA's that are currently in place (and will apply to the proposed contract) are required to be submitted.

DLAD 52.233-9000 AGENCY PROTESTS (SEP 1999)

Companies protesting this procurement may file a protest 1) with the contracting officer, 2) with the General Accounting Office, or 3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (Note: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

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

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

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

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

FAR 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, __ intends, _X_ 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
_____	_____
_____	_____

52.216-1 -- Type of Contract.

(Apr 1984)

The Government contemplates award of a firm fixed price, indefinite delivery/indefinite quantity type contract resulting from this solicitation.

ATTACHMENT 1 SCHEDULE OF ITEMS (Hawaii)

SPREADSHEET COLUMN HEADINGS

1. **Item: Item number**
2. **Stock Number**
3. **Item Description**
4. **Unit of Issue: Self explanatory. Note: Unit of Issue must be the same as the Government's listed in the Schedule of Items;**
5. **Brand Name**
6. **Estimated Quantity: Quantity given;**
7. **Product Price per U/I**
8. **Distribution price per U/I**
9. **Total Unit Price: Product Price + Distribution price**
10. **Aggregate Price: Estimated Quantity x Total Unit Price**
11. **Can you supply this item? (Yes or No)**
12. **Is this item a NAPA? (Yes or No)**
13. **Product Price Based on Invoice (Yes or No)**
14. **Distribution Category: Identify by number, the distribution category each item falls under for purposes of establishing the distribution price. For example, if the item is ground beef patties, #4 would be inserted;**

ATTACHMENT 2 STARTS ON THE FOLLOWING PAGE

PRIME VENDOR HAWAII– ATTACHMENT 2

Agreement Number	Vendor	Brands
0353	ACH Food Companies, Inc. 7171 Goodlett Farms Parkway Memphis, TN 38016	• Frymax • Whirl
0157	Advance Food Company 13800 Wireless Way Oklahoma City, OK 73134	Click Here
0367	Alder Foods 1 Foxhill Drive Walpole, MA 02081	• Alder Foods • Farmland • Parmalat
0317	American Bounty 12624 Daphne Avenue Hawthorne, CA 90250	• American Bounty
0296	American Coffee Federation 1100 17th St SW Washington, DC 20036	• Del Pais Coffee
0196	American Pride Seafoods Hwy 69 N. P.O. Box 436 Greensboro, AL 36744	• Southern Pride
0382	Amy Food Inc. 3324 S. Richey Street Houston, TX 77017	• Amy Food
0160	Atkins Elegant Desserts, Inc. 15510 Stoney Creek Way Noblesville, IN 46060	• Atkins Elegant Desserts
0388	Authentic Speciality Foods 4340 Ecalyptus Ave Chino, CA 91710-9705	• Authentic Speciality
0068	Awrey Bakery Food Service 12301 Farmington Road Livonia, MI 48150	• Awrey Bakery
0312	Azar Food Service 1800 Northwestern Dr El Paso, TX 79912	• Azar
0081	B&G Foods 4 Gatehall Drive Suite 110 Parsippany, NJ 07054	Click Here
0400	B.C. Bundt, Inc. P. O. Box 271848 Tampa, FL 33688-1848	• B. C. Bundt
0339	Balliro Corporation 3110 Henson Road Knoxville, TN 37921	• Balliro
0221	Baltimore Spice, Inc. 9740 Reisterstown Rd Owings Mills, MD 21117	• Baltimore Spice • Culinary Choice

PRIME VENDOR HAWAII– ATTACHMENT 2

0061	Barber Foods P.O. Box 4821 Portland, ME 04112	• Barber Foods
0152	Basic American Foods 2999 Oak Road Walnut Creek, CA 94596-2016	Click Here
0256	Baumer Foods 4301 Tulane Ave New Orleans, LA 70119	• Crystal
0286	BD & K Foods, Inc. 312 Alabama St. Auburn, AL 36830	• BD&K Foods
0140	Berks Packing Co., Inc. 307-323 Bingaman Street Reading, PA 19610-5919	• Berks
0397	Blue Bunny Ice Cream 1 Blue Bunny Dr Le Mars, IA 51031	• Blue Bunny • Premium • Health Smart
0257	Boja's Foods, Inc. P.O. Box 602 Bayou La Batre, AL 36509	• Boja's
0040	Brakebush Brothers Inc. N4993 6th Drive Westfield, WI 54964-9511	• Brakebush Brothers
0127	Bridgford Foods Corporation 1707 S. Good-Latimer Expwy Dallas, TX 75226	• Bridgford
0279	Buena Vista Food Products, Inc. 823 West 8th St. Azusa, CA 91702	• Buena Vista • Linda's Cookies
0017	Bunge Oil 3701 Algonquin Road Rolling Meadow, IL 60008	• Bunge Food • R&H
0394	Burger Maker 666 16th St Carlstadt, NJ 11433	• Burger Maker
0301	Butter Buds Foodservice 2330 Chicory Rd Racine, WI 53403	• Butter Buds
0273	C&R Foods, Inc./Eyas Inc. 105 Red Maple Ct Ponte Verda Beach, FL 32082-4605	• Dole • Ready Pac
0173	C.H. Guenther & Sons P.O. Box 118 San Antonio, TX 78291	• Pioneer Flour
0008	Campbell Soup Co. 3010 Pleasantree Ct Oak Hill, VA 20171	Click Here

PRIME VENDOR HAWAII– ATTACHMENT 2

0180	Cargill Inc./Sunny Fresh 206 West 4th St Monticello, MN 55362	Click Here
0336	Carl Buddig and Company 950 West 175th St Homewood, IL 60430	• Carl Buddig • Old Wisconsin Co
0370	Carla's Pasta 50 Talbot Lane South Windor, CT 30007	• Carla's Pasta
0150	Castleberry/Snow's Brands P.O. Box 1010 Augusta, GA 30903	Click Here
0265	Chattanooga Bakery/Moonpie 900 Manufacturers Rd Chattanooga, TN 37405	• Moonpie • Lookout
0241	Chicagoland Foods 9049 Heathwood Circle Niles, IL 60714	• Chicagoland Foods
0164	Chicken Of The Sea International 221 E. Main Street Milford, MA 01757	• Chicken Of The Sea
0309	Clabber Girl Corp. 900 Wabash Ave Terre Haute, IN 47807	• Clabber Girl • Rumford • Fleischmann
0329	Clear Springs Foods, Inc. 1500 E 4424 N Clear Lakes Rd Buhl, ID 83316	• Clear Spring Fds • X-Stream • Treasures
0249	Clement Pappas Co, Inc. 10 N Parsonage Rd Seabrook, NJ 08302	• Clement Pappas • Ruby Kist
0282	Clement's Pastry Shop, Inc. 3355 B 52nd Ave Hyattsville, MD 20781	• Clement's Pastry Shop
0147	Clovervale Foods, Inc. 226 Connecticut Ave Lorain, OH 44052	• Chef's Pantry
0217	Coffee Express P.O. Box 1998 Slidell, LA 70459	• Coffee Express • tropi-Rich
0010	Con Agra Foods Culinary Products 7224 Greenbank Road Baltimore, MD 21220	Click Here
0072	Continental Mills, Inc. & MultiFoods Hilton Head Plantation 114 Headlands Drive Hilton Head, SC 29926	• Krusteaz • Pillsbury Bakery Mixes
0012	Country Home Bakers, Inc. 361 Benigno Blvd Bellmawr, NJ 08031	• Country Home Bakers

PRIME VENDOR HAWAII– ATTACHMENT 2

0125	Country Pure Foods, Inc. Foodservice Division 681 West Waterloo Road Akron, OH 44314	• Ardmore Farms
0271	Cuisine Solutions 85 S Bragg St Suite 600 Alexandria, VA 22312	• Cuisine Solutions
0087	Custom Food Products 5145 W. 123rd Street Alsip, IL 60803-3495	Click Here
0098	Daily Foods, Inc. 3535 S. 500 W. Salt Lake City, UT 84115	• Daily's
0380	Dakota Gourmet/Sun Opta Companies 896 22nd Ave. N. Wahpeton, ND 58075	• Dakota Gourmet • Sunrich • Kettle Valley
0404	D'Andrea Brothers, LLC 6399 Wilshaire Blvd PH1 Los Angeles, CA 90048	• HOOAH
0026	Dannon Company Inc. Food Service Division 1501 Knoll Ridge Circle Corinth, TX 76205	• Dannon Yogurt
0347	Dan's Prize 226 Main St Gainesville, GA 30501	• Dan's prize
0272	Darlington Farms	• Darlington Farms
0402	Dawn Food Products 3333 Sargent Road Jackson, Michigan 49201	• Dawn Food
0133	Dean Foods/Morning Star 17380 Railroad Street City of Industry, CA 91748	• Rod's
0114	Del Monte Foods P.O. Box 193575 San Francisco, CA 94119-3575	Click Here
0091	Devault Foods One Devault Ln. P.O.Box 587 Devault, PA 19432	Click Here
0330	Diamond Crystal Brands, Inc. 3000 Tremont Road Savannah, GA 31412	• Diamond Crystal
0343	Diversified Foodservice Manufacturing Company 4305 Lynburn Drive Tucker, GA 30084	• Diversified
0284	Dole Packaged Foods	• Dole

PRIME VENDOR HAWAII– ATTACHMENT 2

	1 Dole Dr. Westlake Village, CA 91362	
0328	Don's Food Products 4461 Township Line Rd Schwenksville, PA 19473	• Don's Salad
0381	Duerson Foods 8922 102nd St. Pleasant Prairie, WI 53158	• Duerson Foods
0090	Eastside Entrees 20 Crossway Park N Suite 100 Woodbury, NY 11797	• East Side Entrees
0315	El Cid Mexican Food Products, Inc. 731 E Angeleno Ave Burbank, CA 91501	• El Cid Mexican
0359	El Pinto Foods 10500 4th Street Albuquerque, NM 87114	• El Pinto
0240	Escalon Premier Brands 1905 McHenry Ave Escalon, CA 95320	Click Here
0047	Ferrante Brothers/Nick's Sausage P. O Box 368 5226 Monroe Place Hyattsville, MD 20781	• Nick's Sausage
0338	Fishery Products International 18 Electronics Ave Danvers, MA 01923	• Ocean Cuisine
0169	Fontanini Italian Meats and Sausages 911 West 37th Place Chicago, IL 60609	Click Here
0364	Foodnet Branded Products 4101 Cox Road Suite 120 Glen Allen, VA 23060	• Foodnet Branded Products • Papa Felico • Domenic's of NY
0337	Freedom Coffee Company 4344 Alabama Highway 41 South Selma, AL 36701	• Freedom Coffee
0049	French's Foodservice 4343 E. Mustard Way Springfield, MO 65803	Click Here
0354	Fruitful Juice Products 822 Packer Way Sparks, NV 89431	• Fruitful Juice Products
0305	Furman Foods Inc. 770 Cannery Rd Northumberland, PA 17857	• Furmano's
0058	G & A Food Service 12200 32nd Court North	Click Here

PRIME VENDOR HAWAII– ATTACHMENT 2

	St. Petersburg, FL 33716	
0307	Gardenburger 15615 Alton Pkwy Suite 350 Irvine, CA 92618	• Gardenburger
0011	General Mills Bakeries & Food Service Inc. #1 G.M. Blvd P.O. Box 1113 Minneapolis, MN 55440	Click Here
0210	GFF Inc. (Girard's Foodservice) 1520 E. Adams Blvd. Los Angeles, CA 90011	• Girard's
0379	Giorgio Foods 1161 Park Road Reading, PA 19605	• Giorgio
0346	Good Harbor Fillet Co 21 Great Republic Drive Gloucester, MA 01930	• Good Harbor Fillet • Midship
0299	Good Humor-Breyers Ice Cream P.O. Box 19007 Green Bay, WI 54307-9007	Click Here
0287	Grand Brand/True Lemon	• Grand Brand/True Lemon
0356	Grecian Delight Foods, Inc. 1201 Tonne Road Elk Grove Village, IL 60007	• Grecian Delight
0211	Hatfield Quality Meats 2700 Funks Rd. Hatfield, PA 19440	• Hatfield
0290	Hawaii Coffee Company, Inc. 1555 Kalani St Honolulu, HI 96817	• Royal Kona Coffee • Lion Coffee
0144	Hebrew National P.O. Box 709 Hudson, WI	• Hebrew National
0032	Heinz & Lea & Perrins, Inc. (merged) 1062 Progress Street Pittsburgh, PA 15212	Click Here
0018	Hillshire Farm & Kahn's 324l Spring Grove Ave. Cincinnati, OH 45225	• Hillshire • Kahn
0248	Hope's Country Fresh Cookies 221 King Manor Drive King of Prussia, PA 19406	• Hope's Country Fresh Cookies
0233	Hormel Foods #1 Hormel Place Austin, MN 55912	Click Here
0355	Imperial Food Services, Inc.	• Imperial Food

PRIME VENDOR HAWAII– ATTACHMENT 2

	740 Schneider Drive South Elgin, Illinois 60177	• Betty's Kitchen
0340	Imperial Sales Company & Truitt Brothers, Inc. P. O. Box 966 Watsonville, CA 95077	• Imperial Sales • Mexi-Frost • Truitt Brothers • Saver Pak
0366	Independence Food Group 225 Donna Drive Plymouth Meeting, PA 19462	• Independence Food Group • A Esposito
0200	Insta-Cook, Inc. 5400 Opportunity Court Minnetonka, MN 55343	• Terry's Comfort Foods
0075	J & J Snack 6000 Central Highway Pennsauken, NJ 08109	Click Here
0034	J.M. Smuckers Co. 1 Strawberry Lane Orrville, OH 44667-0280	• Smuckers
0204	J.O.Y. Foods, Inc. 6940 Marvin D. Love Fwy. Dallas, TX 75237	Click Here
0175	J.T.M. Provisions Co 200 Sales Drive Harrison, OH 45030	• J.T.M. Food Group
0384	Jack Link's Beef Jerky 1 Snack Food Lane Minong, WI 54859	• Jack Link's
0371	Jean-Batiste Foods 920 W. Pinhook Suite 240 Lafayette, LA 70503	• Jean-Batiste Foods • Barras
0375	Jennie-O Turkey 205 Willmar Ave Willmar, MN 56201	• Jennie-O
0003	Jimmy Dean & Bryan Foods 8000 Centerview Pkwy Suite 400 Cordova, TN 38018	• Jimmy Dean • Rudy's Farm
0285	Johnsonville Sausage P.O. Box 906 Sheboygan Falls, WI 53085	• Johnsonville
0002	Kellogg Sales Company One Kellogg Square P.O. Box 3599 Battle Creek, MI 49016-3599	Click Here
0122	Ken's Foods Inc. 501 Silverside Road Wilmington, DE 19809	• Ken's
0391	Kerry Food & Beverage	• Kerry Food

PRIME VENDOR HAWAII– ATTACHMENT 2

	100 East Grand Ave Beloit, WI 53511	• Golden Dipt
0297	Kikkoman International 50 California St Suite 3600 San Francisco, CA 94111	• Kikkoman
0283	King & Prince Seafood Corp. 1 King & Prince Blvd Brunswick, GA 31521	• King & Prince • KP Custom
0276	Kings Delight 2063 Memorial Park Rd Gainesville, GA 30504	• Kings Delight • Premium Gold • King Zing
0294	Klement's Foodservice 207 E Lincoln Ave Milwaukee, WI 53207	• Klement's
0318	Koch Foods, Inc. 4404 West Berteau Chicago, IL 60641	• Koch Foods
0001	Kraft, Nabisco, & VeryFine (merged) One Kraft Court Glenview, IL 60025	Click Here
0113	Kronos Products, Inc. 4501 West District Blvd. Chicago, IL 60632	• Kronos
0215	Kunzler & Company 652 Manor Street Lancaster, PA 17604	• Kunzler
0109	Lamb-Weston, Inc. 8701 West Gage Blvd. P.O. Box 1900 Tri Cities, WA 99302	Click Here
0045	Land O' Lakes P.O. Box 64101 St. Paul, MN 55164-0101	Click Here
0254	Larsen Farms 2379 E 2300 N Hamer, ID 83425	• Larsen Farms • Idaho's
0154	Lemon X 168 Railroad St P.O. Box 20800 Huntington Station, NY 11746	Click Here
0385	Little Lady Foods 2323 Pratt Blvd. Elk Grove Village, IL 60007	• Little Lady Foods • Primerro
0342	Love & Quiches Desserts 178 Hanse Avenue Freeport, NY 11520	• Love & Quiches
0056	Lyons Magnus 1636 South Second Street	Click Here

PRIME VENDOR HAWAII– ATTACHMENT 2

	Fresno, CA 93702	
0020	M&M Mars Uncle Ben's Foodservice 800 High Street Hackettstown, NJ 07840	Click Here
0368	M.C.I. Foods 12835 Atlantic Ave. Compton, CA 90221	• Foodnet Branded Products • Papa Felico • Domenic's of NY
0392	Magic Seasoning Blends 720 Distributor Row Harahan, LA 70123	• Magic Seasoning • Chef Paul
0372	Major Products, Co. 66 Industrial Ave Little Ferry, NJ 07643	• Major Products
0228	Malt-O-Meal P.O. Box 631 Northfield, MN 55057	• Malt-O-Meal
0161	Martha Olson's P.O. Box 66 Sutter Creek, CA 95685	• Martha Olson
0396	Mc Greevy's Mid West Meat Co. 230 N. West St Wichita, KS 67203-1203	• Mc Greevy's Mid West
0043	McCain 2905 Butterfield Road Oakbrook, IL 60520-1106	Click Here
0038	McCormick & Company Food Service Division B 226 Schilling Circle Hunt Valley, MD 21031	Click Here
0014	McIlhenny Inc. 601 Poydras St. Suite 1815 New Orleans, LA 70130	• McIlhenny Hot Sauce
0184	Michael Angelo's Italian Gourmet 200 Michael Angelo Way Austin, TX 78728	• Michael Angelo's
0057	Michael Foods, Inc. Northern Star Co. 3171 5th Street South East Minneapolis, MN 55414-3374	Click Here
0387	Michael's Cookies 10635 Scripps Ranch Blvd. Suite D San Diego, CA 92131	• Michael's Cookie
0227	Military Food & Beverage Specialists 6885 Beach Drive, SW Ocean Isle Beach, NC 28469	• General's Best • General's Sport Ice

PRIME VENDOR HAWAII– ATTACHMENT 2

0406	MNM Foods Inc. P. O. Box 471077 Forth Worth, TX 76116	• MNM Foods
0389	Montana's Pioneer Products 100 N. 27th St Suite 750 Billings, MT 59101	• Montana's Pioneer
0268	Monterey Mushrooms, Inc. 2 Hazel St P.O. Box 250 Bonne Terre, MO 63628-0250	• Monterey Mushrooms • Red Label • Silver Label • Green Label
0230	Mott's Inc. 6 High Ridge Office Park Stamford, CT 06905	• Mott's • Holland House • Hawaiian Punch
0126	Mrs. T's Pierogies 600 East Center St P.O. Box 606 Shenandoah, PA 17976-0606	• Mrs. T's
0401	Nana Services, LLC 1010 S. 336th Street Suite 205 Federal Way, WA 98003	• Nana Services
0360	Nardone Bros Baking Co. 420 New Commerce Blvd Wilkes Barre, PA 18706	• Nardone Bros
0374	National Steak & Poultry 301 East Fifth Avenue Owasso, OK 45879	• National Steak & Poultry And Steakhouse
0308	Needham Inc. 1204 Jones St Omaha, NE 68102	• Needham
0015	Nestle Brands Foodservice Co. & Chef America (merged) 607 William Street Suite 205 Fredericksburg, VA 22405	Click Here
0395	Nestle/Powerbar 800 North Brand Blvd Glendale, CA 90505	• Nestle • Powerbar
0344	N'Genuity 15333 North Pima Road Suite 120 Scottsdale, AZ 85260	• N'Genuity • Bo Jackson Signature Foods
0302	Nicolet Forest Bottling/Water Concepts 39 S Barrington Rd South Barrington, IL 60010	• Water Joe
0326	Nish	• Nish
0399	Nong Shim America, Inc.	• Nong Shim Foods

PRIME VENDOR HAWAII– ATTACHMENT 2

	12155 Sixth Street Rancho Cucamonga, CA 91730	
0332	Northwest Packing Co. 1701 West 16th St Vancouver, WA 98660	• Northwest Packing • Old California • Oregon Trail
0405	NuChoice Foods, Inc. 4553 South Westmoreland Road Dallas, TX 75237	• Nu Choice
0334	Nutriom, LLC 3145 Hogum Bay Road, NE Lacey, WA 98516	• Nutriom • Ova Easy
0300	Ocean Direct 12624 Daphne Ave Hawthorne, CA 90250	• Ocean Direct • Channel Marker
0139	Ocean Spray 1001 Warrenville Rd #100 Lisle, IL 60532	• Ocean Spray
0333	Ochoa Foods 910 W Main St Suite 248 Boise, ID 83702	• Ochoa Foods • Quincy Platinum
0349	Odyssey 150 Nickerson St Suite 300 Seattle, WA 98109-1634	• Odyssey Seafood • Treasures from the Sea
0325	Ole' Mexican Foods, Inc. 6585 Crescent Drive Norcross, GA 30071	• Ole Mexican Foods • La Banderita • Verole
0390	Omni Custom Meats, Inc. 151 Vanderbilt Court Bowling Green, KY 42103	• Omni Custom Meats
0331	Oscar Robertson Foods 1 Greentree Center Marlton, NJ 08053	• Oscar Robertson • Signature Products
0029	Otis Spunkmeyer & Chippery (merged) 14490 Catalina Street San Leandro, CA 94577-5516	• Otis Spunkmeyer • Chippery
0107	Par-Way/Tryson Co. 107 Bolte Lane St. Clair, MO 63077	• Vegalene • Bak-Klene
0255	Pepe's Incorporated 1325 W 15th St Chicago, IL 60608	• Pepe's
0070	Pepsico Foodservice & Vending 321 N. Clark Street Chicago, IL 60610	Click Here
0060	Perdue Farms, Inc. P.O. Box 1537	• Perdue Brands

PRIME VENDOR HAWAII– ATTACHMENT 2

	Salisbury, MD 21802-1537	
0112	Pierre Foods 9990 Princeton Road Cincinnati, OH 45246	• Pierre Foods
0096	Pilgrims Pride & Con Agra Poultry (merged) P.O. Box 7275 Broadway, VA 22815	Click Here
0048	Pinnacle Foods 1000 St Louis Union Station Suite 400 St Louis, MO 63103	Click Here
0063	Portion Pac, Inc. 7325 Snider Road Mason, OH 45040	Click Here
0108	Precision Foods, Inc. 11457 Olde Cabin Road St. Louis, MO 63141	Click Here
0341	Premium Protein Products 4611 West Adams Lincoln, NE 68524	• Premium Protein Products
0313	Premium Quality Foods 1903A N Broadway Red Oak, IA 51566	• Premium Quality • Red Oak Farms
0383	Premium Standard Farms 805 Pennsylvania Ave Kansas City, MO 64105	• Premium Standard Farms
0261	Quantum Culinary, LLC 750 South Schmidt Rd Bolingbrook, IL 60440	• Quantum Culinary • Simply Gourmet
0179	Quantum Foods 750 South Schmidt Road Bolingbrook, IL 60440	• Quantum Foods
0216	Ralcorp Frozen Bakery 999 Oakmont Plaza Drive West Mont, IL 60559	• Bakery Chef • Krusteaz
0386	Randolph Packing Company 275 Roma Jean Parkway Streamwood, IL 60107	• Randloph Packing Co
0252	Rastelli Fine Food 300 Heron Drive Swedesboro NJ 08085	• Rastelli Fine Food
0274	RDV Ventures, Inc. P.O. Box 7 Watkinsville, GA 30677	• RDV Ventures • Ramblin Roostr
0159	Reily Foods Company 3434 Mynatt Ave. Knoxville, TN 37919	Click Here
0363	Ribs on Wheels, Incorp.	• Ribs on Wheels

PRIME VENDOR HAWAII– ATTACHMENT 2

	626 May Street Jacksonville, FL 32204	
0191	Richmond Peak Quality 2920 Regatta Blvd Richmond, CA 94804-0013	Click Here
0262	Rich's Food Service Division 1 Robert Rich Way Buffalo, NY 14240	• Rich Products • Bahama Blast • Byron's
0142	Rich-Sea Pak Group 127 Airport Rd St Simons Island, GA 31522-0270	Click Here
0077	Rose Packing Co. 65 South Barrington Road Barringron, IL 60010	Click Here
0324	Rotella's Italian Bakery, Inc. 6949 South 108th St La Vista, NE 68128	• Rotella's
0259	Ruiz Food Products, Inc. 501 South Alta Drive Dinuba, CA 93618	• Ruiz
0369	RWI Resources P.O. Box 72800 Marietta, GA 30007	• RWI • Vital Fruit • Riptide
0214	S & K Industries, Inc./Abuelita Mexican Foods Products 9209 Enterprise Court Manassas Park, VA 20111	• Abuelita
0289	S&D Coffee, Inc 300 Concord Parkway South Concord, NC 28027	• S&D Coffee • American Select
0104	Samband of Iceland 190 Enterprise Drive Newport News, VA 23603	• Iceland • Seaside
0022	Sara Lee Bakery 900 N. North Branch St Chicago, IL 60622	• Sara Lee Bakery • Bistro Collection • Chef Pierre • Oven Fresh • Turano Old World Bakers
0234	Sara Lee Dressing & Sauces 1325 Chase Avenue Elk Grove Village, IL 60007	• Superior • Bonne Chere
0004	Sara Lee Refrigerated Foods 900 N North Branch St Chicago, IL 60622	• Sara Lee Carvers Collection • Briar Street • Ball Park Franks • Springbrook Farms
0403	Schreiber Foods, Inc. 425 Pine St.	• Schrieber and Raskas

PRIME VENDOR HAWAII– ATTACHMENT 2

	Green Bay Wisconsin 54307-19010	
0006	Schwan's Food Service Company 115 West College Drive Marshall, MN 56258	Click Here
0288	Shasta Sales Incorporated 1343 Garner Lane Suite 205 Columbia, SC 29210	• Shasta • Everfresh
0007	Simplot 6360 South Federal Way P. O. Box 9386 Boise, ID 83707	• Simplot
0055	Simply Fresh Fruit 472 Ridge Meade Dr Lewisville, TX 75067	• Simply Fresh Fruit
0348	Six Points, Inc. 1227 Lincoln Mall Lincoln, NE 68508	• Six Points
0025	Smithfield Foods Corp & Farmland Foods (merged) 805 East Kemper Road Cincinnati, OH 45246	Click Here
0270	Snyder's of Hanover 1250 York St Hanover, Pennsylvania 17331	• Snyder's of Hanover
0281	SouthStream Seafoods, Inc. P.O. Box 6010 Warwick, RI 02887	• SouthStream Seafoods • Frostmark
0376	Spartanburg Meat Processing Co. Inc. 3003 N. Blackstock P.O. Box 170069 Spartanburg, SC 29301	• Spartanburg
0295	Starbucks Coffee 2401 Utah Ave South MS 5-BA8 Seattle, WA 98134	• Starbucks
0238	State Fair Foods, Inc. 3900 Meacham Blvd Haltom City, TX 76117	• State Fair Foods
0393	Steuben Foods, Inc. 155-04 Liberty Ave Jamaica, NY 11433	• Steuben Foods • Whitney's Foods
0105	Sugar Foods Corp. P.O. Box 548 Broomall, PA 19008	• Sweet-Low
0320	Sun Rayz Products, Inc. 334 S Hyde Park Avenue Tampa, FL 33606	• Sun Rayz
0345	Sunrise Foods, Inc. 3120 Vallyview Drive Columbus, OH 43204	• Sunrise Foods

PRIME VENDOR HAWAII– ATTACHMENT 2

0218	Super Bakery, Inc. 5700 Corporate Dr Suite 455 Pittsburgh, PA 15237	• Super Bakery
0398	Supherb Farms 300 Diane Dr Turlock, CA 95381	• Supherb Farms
0311	Sweet Productions Limited 5100 New Horizons Blvd Amityville, NY 11701	• Hooah Bar
0253	Sweet Streets Desserts, Inc. 722 Hiesters Lane Reading, PA 19605	Click Here
0378	T.W. Garner Food Company P.O. Box 4329 Winston-Salem, NC 27115-4329	• T.W. Garner • Texas Pete
0239	Tampa Maid Foods, Inc. 1600 Kathleen Road Lakeland, FL 33805	• Tampa Maid
0316	The Carriage House Companies 59 Pebble Hill Rd Fairport, NY 14450	• The Carriage House
0181	The Citrus Group, Inc 5321 Cleveland St, Suite 205 Virginia Beach, VA 23462	• The Citrus Group • Main Squeeze Juice
0102	The Minute Maid Co. P.O. Drawer 1734 Atlanta, GA 30301	Click Here
0358	The Pizza Company 400 Gerona Ave Miami, FL 33146	• The Pizza Co.
0361	The Wornick Company 10825 Kenwood Road Cincinnati, OH 45242	• The Wornick Company • A La Smart
0036	Tones Brothers, Inc. 2301 SE Tones Drive Ankery, IA 50021-8888	Click Here
0357	Tony Dorsett Food Products, Inc. 450 Clay Ave Piscataway, NJ 08854-1413	• Tony Dorsett
0178	Total Ultimate Foods Inc. 683 Manor Park Dr Columbus, OH 43228	Click Here
0100	Trident Seafoods Corp. 5202 Shilshole Ave. NW Seattle, WA 98107	Click Here
0013	Tyson Foods, Inc. P.O. Box 2020 Springdale, AZ 72765-2020	• Tyson • Holly Farms • Weaver

PRIME VENDOR HAWAII– ATTACHMENT 2

		• Lady Aster
0095	Unilever Best Foods 2200 Cabot Drive Lisle, IL 60532	Click Here
0362	Valley Foods Incorp. 335 E Boardman Street Youngstown, OH 44503	• Valley Foods
0197	Vanee Foods Company 5418 McDermott Dr. Berkeley, IL 60163	• Vanee Foods
0231	Victoria Packing Corp 43 East 100 St Brooklyn, NY 11236	• Victoria Packing
0245	Viking Seafoods, Inc. 50 Crystal Street Malden, MA 02148	• Viking Seafoods
0042	Vitality Foodservice, Inc. 400 N Tampa St Suite 1700 Tampa, FL 33602	Click Here
0277	W M Leahy/Carbotrol 2900 Shermer Rd Northbrook, IL 60062	• Leahy • IFP • Carbotrol
0314	Wanchese Fish Co. 2000 Northgate Commerce Pkwy Suffolk, VA 23435	• Wanchese Fish Co
0319	Welch's 1 Tara Dr Suite 302 Nashua, NJ 03062-2809	• Welch's
0373	Werling & Sons 7909 Broughton Pike Paulding, OH 45879	• ADJR
0351	Westminster 207 Randbury Road Rutland, VT 05701	• Westminster Cracker
0377	Whole Harvest 376 Westpack Drive Warsaw, NC 28398	•Whole Harvest • Smart Fry
0187	Windsor Foods Company & Speciality Brand 3355 West Alabama #730 Houston, TX 77098	Click Here
0232	Yo Cream 5858 NE 87th Ave Portland, OK 97220	• Yo Cream
0124	Zartic, Inc. 438 Lavender Drive Rome, GA 30165	• Zartic

ATTACHMENT 3 STARTS ON THE FOLLOWING PAGE

PART A

EDI Implementation Guidelines for Subsistence Prime Vendor (STORES)

SECTION 1.0 GENERAL INFORMATION .....

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

SECTION 2.0 TRADING PARTNER TESTS .....

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

SECTION 3.0 PRODUCTION PROCEDURES.....

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

Section 1.0 General Information

1.1 Contacts

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

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

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

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

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

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

1.3 Transaction Sets

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

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

1.4 Software

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

1.5 Networks

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

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

Section 2.0 Trading Partner Tests

2.1 General Testing Procedures

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

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

Section 3.0 Production Procedures

3.1 Transmission Schedules

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

3.2 Problem Recovery During Production

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

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

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

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

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

810 INVOICE VERSION 3050 FUNCTION GROUP=IN

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

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

TABLE 1

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

The following information applies to PRIME VENDORS only!!

Baseline Item Data (IT1):

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

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

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

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

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

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

a) SP030098D1234 063A = CLIN # 9999AA
063A = CLIN # 9999AB
063A = CLIN # 9999AC

b) SP030098D1234 064T = CLIN # 9999AA
064T = CLIN # 9999AB
064T = CLIN # 9999AC

SEG ID ST Transaction Set Header
POS NO010
REQ DES Mandatory
MAX USE 1

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

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
ST01	143	Transaction Set Identifier Code Code uniquely identifying a Transaction set. 810 X12.2 Invoice	M/Z	ID	3/3
ST02	329	Transaction Set Control Number Identifying control number that must be unique within the Transaction set functional group assigned by the originator For a transaction set	M	AN	4/9

NOTE:

The transaction set identifier (ST01) used by the translation routine of interchange partners to select the appropriate transaction set definition.
(e.g. 810 selects the invoice transaction set)

EXAMPLE

```
ST*810*000004110
```

SEG ID	BIG Beginning Segment for Invoice
POS No	020
REQ DES	Mandatory
MAX USE	1

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

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
BIG01	373	Invoice Date (YYMMDD) * Date of the invoice	M/Z	DT	6/6
BIG02	76	Invoice Number Identifying number assigned by issuer	M	AN	1/8
BIG04	324	Contract Number (PIIN) SP030098D1234 0 = numeric zero	M	AN	13/13
BIG05	328	Release Number/Call (e.g. 063A)	M	AN	4/4
BIG07	640	Transaction Type Code DI= Debit Invoice	M	ID	2/2
BIG08	353	Transaction Set Purpose Code ZZ = Mutually Defined	M	ID	2/2

NOTE:

BIG04 - Do not transmit dashes or slashes

BIG08 – Applied to Invoices for "PRIME VENDORS ONLY"

** Non-Prime Vendors do not use BIG08

EXAMPLE

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

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

Loop Repeat 200

SEG ID N1 Loop ID
POS NO070
REQ DES Optional (Mandatory for DSCP)
MAX USE 1

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

DATA ELEMENT SUMMARY

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

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

EXAMPLE

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

SEG ID REF Reference Number
POS NO 110
REQ DES Optional (Mandatory for DSCP)
MAX USE 12

PURPOSE Specify identifying numbers (DSCP-Purchase Order Number)

DATA ELEMENT SUMMARY

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

EXAMPLE

REF*RQ*FT906880631234

SEG ID ITD Terms of Sale
POS NO 130
REQ DES Optional ** See Note Below
MAX USE >1

PURPOSE To specify terms of sale

DATA ELEMENT SUMMARY

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

ITD04	370	Terms Discount Due Date (YYMMDD)	O	DT	6/6
ITD05	351	Terms Discount Days Due Number of days in the terms discount period By which payment is due if terms discount is earned (e.g. 15 = 015)	X	N	3/3

NOTE:
Use only "IF" Contract Terms are better than current Contract Terms and Conditions in DSCP Contracts

EXAMPLE

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

SEG ID DTM Date/Time Reference
POS NO 140
REQ DES Optional (Mandatory for DSCP)
MAX USE 10

PURPOSE To specify pertinent dates and times

DATA ELEMENT SUMMARY

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

EXAMPLE

DTM*011*980301

PRIME VENDORS ONLY!!!

Loop Repeat 200000

SEG ID IT1 Baseline Item Data (Invoice)
POS NO 010
REQ DES Optional (Mandatory for DSCP)**See Note Below
MAX USE 1

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

DATA ELEMENT SUMMARY

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

NOTE: PRIME VENDORS ONLY::: Data required in all segments.

EXAMPLE

IT1*0001 *10*CA**0000025.50**FS*891500E210123*ZZ*PV

Refer to page 1A "IF" CLIN was NOT shipped- (e.g. **zero fill** quantity and price field)

NON-PRIME VENDORS ONLY!!!

Loop Repeat 200000

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

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

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH

IT101	350	Assigned Identification Contract Line Item Number (CLIN) (e.g. 0001)	O/Z	AN	4/6
IT102	358	Quantity Invoiced (e.g. 10 = 000000010)	X	N	1/9
IT103	355	Unit or Basic Measurement	X	ID	2/2
IT104	212	Unit Price Amount	X	R2	1/10
		*decimal uses one position length (e.g. 2.50 = 0000002.50)			
IT106	235	Product/Service I.D. Qualifier FS = National Stock Number	X	ID	2/2
IT107	234	Product/Service I.D. (e.g. 891500E210123)	X	AN	13/13

NOTE: NON PRIME VENDORS ONLY:::: Data required in all of the above segments. EXAMPLE

IT1*0001 *10*CA*0000002.50*FS*891500E210123

SEG ID TDS Total Monetary Value Summary
POS NO010
REQ DES Mandatory
MAX USE 1

PURPOSE Specify the total dollar amount of the invoice

DATA ELEMENT SUMMARY

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

EXAMPLE

TDS*0000012345

Loop Repeat 25

SEG ID SAC Service, Promotion, Allowance, or Charge Information
POS NO040
REQ DES Optional
MAX USE 1

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

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH

SAC01	248	Allowance or Charge Indicator C = Charge	M/Z	ID	1/1
SAC05	610	Total Amount of Service (e.g. 30.50 = 0000003050)	O/Z	N2	1/10

EXAMPLE

SAC*C****0000003050

SEG ID CTT Transaction Totals
POS NO 070
REQ DES Optional (Mandatory for DSCP)
MAX USE 1

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

DATA ELEMENT SUMMARY

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

EXAMPLE

CTT*125

SEG ID SE Transaction Set Trailer
POS NO 080
REQ DES Mandatory
MAX USE 1

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

DATA ELEMENT SUMMARY

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

EXAMPLE

SE*30*000004110

832 Catalog (Vendor to DPSC)

Description:

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

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

Segment	*Element*	*Value*	*Size*
ST Transaction Set Header	**ST01**	"832"	
	ST02	n/a	
BCT Beginning Segment for Price/sales Catalog	**BCT01**	"PC" - price catalog	
	BCT02	contract-number	13 AN
DTM Date/Time Reference	**DTM01**	"152" - effective date of change	
	DTM02	update-date	date
	DTM03	update-time (HHMMSS)	time
LIN Item Identification	**LIN01**	line-number	4 UI
	LIN02	"SW" - stock number	
	LIN03	stock-number	13 AN
	LIN04	"VP" - vendor part	
	LIN05	part-number	25 AN
	LIN06	"ZZ" - mutually defined to indicate the type of change	
	LIN07	update-indicator	1 AN
	LIN08	"ZZ" - mutually defined to indicate economic indicator	
	LIN09	economic indicator	2 AN
PID Product/Item Description	**PID01**	"F" - free form	
	PID02	"GEN" - general	
	PID03	n/a	
	PID04	n/a	
	PID05	DSCP item-description	80 AN
P04 Item Physical Detail	**PO401**	units-per-purchase-pack	4 UI
	PO402	package-size	8 explicit decimal 2 "12345.78"
	PO403	package-unit-of-measure	2 AN
	PO404	packaging-code	5 AN
	PO406 (New elements -	Gross Weight	9,2 decimal

Segment	*Element*	*Value*	*Size*
	Currently not used)		
	PO407	Gross Weight Unit	2 ID
	PO408	Gross Volume	9,2 decimal
	PO409	Gross Volume Unit	2 ID
ITD Terms of Sale	**ITD01**	"16" - Prompt Payment Act	
	ITD02	n/a	
	ITD03	n/a	
	ITD04	n/a	
	ITD05	n/a	
	ITD06	n/a	
	ITD07	n/a	
	ITD08	n/a	
	ITD09	n/a	
	ITD10	n/a	
	ITD11	n/a	
	ITD12	Brand Name	40 AN
LDT Lead Time	**(New segment - Currently not used)**		
	LDT01	Lead time code – "AU" = Shelf life (Mutually defined)	2 ID
	LDT02	Shelf life (# of months or days)	3 Integer
	LDT03	Shelf life Unit - "MO" = Month "DY" = Day	2 ID
SAC Service, Promotion, Allowance, or Charge Information	**(New segment - Currently not used)**		
	SAC01	"A" = Allowance	1 ID
	SAC02	"C260" – Discount – Incentive (NAPA)	4 ID
	SAC05	NAPA Allowance ($)	10,2 decimal
	SAC01	"A" = Allowance	1 ID
	SAC02	"C300" – Discount – Special (Food Show)	4 ID
	SAC05	Food Show Allowance ($)	10,2 decimal
	SAC01	"A" = Allowance	1 ID
	SAC02	"C310" – Discount – (Promotional)	4 ID
	SAC05	Promotional Allowance ($)	10,2 decimal
	SAC01	"C" = Charge	1 ID
	SAC02	"C330" – Distribution price	4 ID
	SAC04	Distribution price category code	4 AN

Segment	*Element*	*Value*	*Size*
	SAC05	Distribution price for Unit of Measure	10,2 decimal
CTP Pricing Information	**CTP01**	n/a	
	CTP02	"STA" - standard price	
	CTP03	vendor-price	10 explicit decimal 2
	CTP04 (Currently "NA")	Catch weight multiple Number of units (in LB units) that must be ordered to purchase 1 case of product	6 Integer (entered for catch weight items only) otherwise blank
	CTP05	unit-of-measure	2 AN
	CTP06	"SEL" Price Multiplier Qualifier	3
	CTP07	ratio-numerator	4 UI
	CTP08	ratio-denominator	4 UI
CTT Transaction Totals	**CTT01**	total number of line items	4 UI
SE Transaction Set Trailer	**SE01**	number of included segments	
	SE02	transaction set control number	

Example of 832:

Below is an example of a typical 832 catalog.
Please note: the first item is an example of a non-catch eight item, while the second is an example of a catch weight item.

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

CTP**STA*0000001.68*40*LB*SEL*0040*0001
ITD*16**********MAUI
CTT*0002
SE*26*0753

850 Purchase Order

Outbound X12 850 Transaction, Version 3040

Description:

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

ISA – Interchange Control Header

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

GS – Functional Group Header

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	479	Functional Identifier	“PO” = Purchase	M	ID	2/2

		Code	Order			
02	142	Application Sender's Code	LAP DoDAAC	M	AN	2/15
03	124	Application Receiver's Code	Vendor ID	M	AN	2/15
04	373	Date	Date of transmission	M	DT	6/6
05	337	Time	Time of transmission	M	TM	4/8
06	28	Group Control Number	Control Number (matches GE below)	M	N0	1/9
07	455	Responsible Agency Code	"X" = X12	M	ID	1/2
08	480	Version/Release/ Industry/Identifier Code	EDI X12 Version (003040)	M	AN	1/12

ST – Transaction Set Header

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

BEG – Beginning Segment for Purchase Order

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

DTM – Date/Time Reference

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

N1 – Name

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	98	Entity Identifier Code	"ST" = Ship To	M	ID	2/2
02	93	Name	NA	M	AN	1/35
03	66	Identification Code	"10" = DODAAC	M	ID	2/2

		Qualifier				
04	67	Identification Code	Ship to DODAAC	M	AN	2/17

N2 – Additional Name Information

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	93	Name	Facility	M	AN	1/35
02	93	Name	Building	O	AN	1/35

N3 – Address Information

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	166	Address Information	Address Line 1	M	AN	1/35
02	166	Address Information	Address Line 2	M	AN	1/35

N4 – Geographic Location

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	19	City Name	City	O	AN	2/30
02	156	State or Province Code	State	O	ID	2/2
03	116	Postal Code	Zip	O	ID	3/11

PO1 – Baseline Item Data

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	350	Assigned Identification	Line number	O	AN	1/11
02	330	Quantity Ordered	Quantity Ordered	M	R	1/9
03	355	Unit or Basis for Measurement Code	Unit of shipment	M	ID	2/2
04	212	Unit Price	Vendor Price	X	R	1/17
05	639	Basis of Unit Price Code	Not used	O	ID	2/2
06	235	Product/Service ID Qualifier	“VP” = Vendor’s (Seller’s) Part Number	M	ID	2/2
07	234	Product/Service ID	Part number	X	AN	1/40
08	235	Product/Service ID Qualifier	“SW” = Stock Number	M	ID	2/2
09	234	Product/Service ID	Part number	X	AN	1/40
10	235	Product/Service ID Qualifier	“ZZ” = Mutually Defined	M	ID	2/2
11	234	Product/Service ID	fic	X	AN	1/40

PID – Product/Item Description

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	349	Item Description Type	“F” = free-form	M	ID	1/1
02	750	Product/Process Characteristic Code	Not used	O	ID	2/3

03	559	Agency Qualifier Code	Not used	X	ID	2/2
04	751	Product Description Code	Not used	X	AN	1/12
05	352	Description	Item description	X	AN	1/80

N9 – Reference Number (Segment only written if the order meets UGR-A definition listed in the MSG which follows.)

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	**128**	**Reference Number Qualifier**	**WF = Locally Assigned Control Number**	**M**	**ID**	**2/2**
02	**127**	**Reference Number**	**Not used**	**X**	**AN**	**1/30**
03	**369**	**Free Form Description**	**UGR-A Exception Data**	**X**	**AN**	**1/45**

MSG – Message Text

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	**933**	**Free Form Message Text**	**Exception data (Sent only on UGR-A orders**	**M**	**AN**	**1/264**

CTT – Transaction Totals

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	354	Number of Line Items	Total items per PO	M	N0	1/6
02	347	Hash Total	Total dollar value per PO	O	R	1/10

SE- Transaction Set Trailer

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	96	Number of Included Segments	Number of Segments	M	N0	1/10
02	329	Transaction Set Control Number	Control Number (matches ST above)	M	AN	4/9

GE – Functional Group Trailer

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	97	Number of Transaction Sets Included	Number of Transaction Sets	M	N0	1/6
02	28	Group Control Number	Control Number (matches GS above)	M	N0	1/9

IEA – Interchange Control Trailer

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	I16	Number of Included Functional Groups	Number of Groups	M	N0	1/5
02	I12	Interchange Control Number	Control Number (matches ISA above)	M	N0	9/9

Explanation of the Example:

The following example illustrates how an 850 would be formatted when sent to a vendor.

Please note: Vendors should be prepared to accept multiple orders from the same customer on any given day.

ISA~00~ ~00~ ~ZZ~M0026A **~ZZ~**Vendor ID
~010907~1036~U~00200~000456789~0~P~>
GS~PO~M0026A~Vendor ID**~010907~1036~123456789~X~003040**
ST~850~0001
BEG~00~NE~purchase_order_number~call_number~purchase_order_date~contract_number
DTM~002~required_delivery_date
N1~**ST~~10~**ship_to_dodaac
N2~facility~building
N3~address_line_1~address_line_2
N4~city~state~zip
PO1~line_number~quantity_ordered~unit_of_shipment~vendor_price**~~VP~**part_number**~SW~**st
ock_number**~ZZ~**fic
PID~F~~~~item_description
N9~WF~~UGR-A Exception Data
MSG~exception_text
CTT~total_items_per_po~total_dollars_per_po
SE~13~0001
GE~1~123456789
IEA~1~000456789

ATTACHMENT 4 STARTS ON THE FOLLOWING PAGE

The following is hereby submitted as a Subcontracting Plan to satisfy the applicable requirements of the solicitation:

Navy Ships	Base	Option 1	Total	Percent
	24 Months	12 Months	3 Years	%
1. Contract Value	16,000,000	8,000,000	24,000,000	100%
2. To Be Contracted				
a. To Large Businesses	11,200,000	5,600,000	16,800,000	70%
b. To Small Businesses	4,800,000	2,400,000	7,200,000	30%
1. SDB	352,000	176,000	528,000	2.2%
2. WOSB	1,440,000	720,000	2,160,000	9.0%
3. VOSB	256,000	128,000	384,000	1.6%
4. SDVOSB				
5. HZSB	144,000	72,000	216,000	0.9%
6. Other SB	2,560,000	1,280,000	3,840,000	16%

Land Based	Base	Option 1	Total	Percent
	24 Months	12 Months	3 Years	%
1. Contract Value	16,000,000	8,000,000	24,000,000	100%
2. To Be Contracted				
a. To Large Businesses	11,920,000	5,960,000	17,880,000	74.5%
b. To Small Businesses	4,080,000	2,040,000	6,120,000	25.5%
1. SDB	112,000	56,000	168,000	0.7%
2. WOSB	896,000	448,000	1,344,000	5.6%
3. VOSB	352,000	176,000	528,000	2.2%
4. SDVOSB				
5. HZSB	160,000	80,000	240,000	1.0%
6. Other SB	2,560,000	1,280,000	3,840,000	16%

E

WITH THE REQUIREMENTS OF PUBLIC LAW 95-507. THE GUIDE ADDRESSES THE SIX MANDATORY ELEMENTS OF A SUBCONTRACTING PLAN AS SET FORTH IN FAR CLAUSE 52.219-9(D) AND SUPPLEMENTAL INFORMATION REQUIRED BY SECTION 1207 OF P.L. 99-661,

CONTRACT GOAL FOR MINORITIES. IT IS INTENDED AS A TOOL TO ASSIST CONTRACTORS IN THE DEVELOPMENT OF AN ACCEPTABLE SUBCONTRACTING PLAN AND TO FACILITATE THE REVIEW BY THE CONTRACTING OFFICER, THE DLA Troop Support AND DEFENSE CONTRACT MANAGEMENT AGENCY (DCMA) SMALL BUSINESS SPECIALISTS AND THE SMALL BUSINESS ADMINISTRATION PROCUREMENT CENTER REPRESENTATIVE.

Notes: 1) Vendor Representations for Hub Zone Small Business and Small Disadvantaged Business requires SBA certification.

2) The features of the former SBA PRO-Net site are now available only via the Department of Defense (DoD) Central Contractor Registration (CCR). The CCR "Dynamic Small Business" function performs the same searches as PRO-Net, and the "Supplemental Pages" will register/update the associated SBA profile if the firm is a small business.

<u>THIS HANDOUT IS TO BE USED ONLY AS A REFERENCE TOOL IN PREPARING A SUBCONTRACTING PLAN</u>.

SUBCONTRACTING PLANS

The Federal Acquisition Regulation, Clause 52-219.9 cites the six elements that each Subcontracting Plan must contain, i.e., goals; name and duties of the individual who will administer the plan; a description of efforts; flow down clause; reports and records.

Goals: expressed in terms of percentages and dollars of the total contract value that are planned to be subcontracted to small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business and women-owned small business concerns that are realistic.

Administration: Name, title, and position within the corporate structure; duties and responsibilities of the individual who will administer the subcontracting program.

Description of Efforts: Describe steps to be taken to ensure equitable opportunities to small, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business and women-owned small business concerns.

Flow down Clause: Requirement for subcontracts that offer further subcontracting opportunities and for subcontracts in excess of $500,000.

Reports: Requirement to submit periodic reports

Records: Requirement to maintain records on adopted procedures to comply with requirements and goals in the plan.

The following information will assist you in determining what type of plan would be most beneficial for your company to submit.

INDIVIDUAL SUBCONTRACTING PLAN:

This type of plan covers the entire contract period (including option years however separate goals are required for the base period and each option year); applies to a specific acquisition; and has goals based on planned subcontracting for the specific contract except indirect costs, incurred for common or joint purposes, may be allocated on a prorated basis to the contract. The plan shall address all six elements as cited above. The plan when approved and incorporated into the contract will remain in effect until the contract has been completed.

MASTER SUBCONTRACTING PLAN:

This type of plan contains all the required elements of an individual plan, except goals. It can be submitted on a plant-wide or division-wide basis with no specific acquisition identified. The subcontracting goals and any deviations from the approved plan shall be identified by the offeror as an addendum to the approved Master Plan. The offeror will be required to provide the Procuring Contracting Officer (PCO) with copies of the approved Master Plan along with the addendum which cites the goals and deviations, if any. The approved master plan and the addendum are formulated into an individual subcontracting plan, which can be identified with a specific acquisition. A master plan is effective for a three-year period after approval by the Administrative Contracting Officer (ACO). The master plan, when incorporated in an individual plan, applies throughout the life of the contract.

COMMERCIAL PRODUCTS SUBCONTRACTING PLAN:

This type of plan is submitted on a plant-wide or division-wide basis with no specific acquisition identified. A commercial product means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the opinion of the Contracting Officer, differs only insignificantly from the contractor's commercial product. The plan addresses all six elements as cited above. If a commercial product is offered, the subcontracting plan covers the company's production generally, both for government contracts and for regular commercial sales. The plan will remain in effect for the entire fiscal year for all government contracts in effect during the period. It is preferred that the plan coincide with the government's fiscal year since the activity under this type of plan is reported once a year on the SF 295. The contractor is required to submit a new commercial plan, 30 working days before the end of the fiscal year to the contracting officer. It is the contractor's responsibility to insure that it has an approved commercial plan on file for each year of contract performance.

DEFINITIONS

SMALL BUSINESS CONCERN: A small business is a concern, including its affiliates, which is organized for profit; independently owned and operated; not dominant in the field of operation in which it is competing; and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration.

HUB Zone: A historically underutilized business zone is an area located within one or more qualified census tracts, qualified non-metropolitan counties, or lands within the external boundaries of an Indian reservation.

HUB ZONE SMALL BUSINESS CONCERN: A small business concern that is located in an "historically underutilized business zone;" is owned and controlled by one or more U. S. Citizens; and at least 35% of its employees reside in the HUB Zone. Status as a qualified HUB Zone small business concern is determined by the Small Business Administration (SBA). If the SBA determines that a concern is a qualified HUB Zone small business, it will issue a certification to that effect and will add the company to the List of Qualified HUB Zone Small Business Concerns on its Internet site at www.sba.gov\hubzone. The concern must be listed to be considered a HUB Zone small business concern. The HUB Zone application can be obtained from the same web site. HUB Zone certification will also appear in the company's profile listed in the DoD Central Contractor Registration (CCR) database at www.ccr.gov "Dynamic Small Business Search."

SMALL DISADVANTAGED BUSINESS CONCERN (SDB): A small business concern (1) which is at least 51% owned by one or more socially and economically disadvantaged individuals: or, in the case of any publicly owned business, at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more such individuals. The term "socially disadvantaged" means individuals who have been subjected to racial or ethnic prejudice or cultural bias because of identity as a member of groups without regard to their individual qualities. The following individuals are presumed to be socially disadvantaged: Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Subcontinent Asian Americans. The term "economically disadvantaged" means socially disadvantaged individuals whose ability to compete in the free enterprise systems is impaired due to diminished capital and credit as compared to others in the same/similar line of business and, as a result, have been or are likely to be precluded from successfully competing in the open market. A socially disadvantaged individual whose personal net worth does not exceed $750,000 ($250,000 for certification under the SBA Section 8 (a) Program), excluding his/her ownership interest in the company and equity in his/her personal residence is considered to be economically disadvantaged.

Application for SDB certification can be obtained at www.sba.gov\sdb. SDB certification will appear in the company's profile listed in the DoD Central Contractor Registration (CCR) database at www.ccr.gov "Dynamic Small Business Search."

WOMAN-OWNED SMALL BUSINESS CONCERN: A small business concern that is at least 51% owned by one or more women; or in the case of any publicly owned business, at least 51% of the stock is owned by one or more women AND whose management and daily business operations are controlled by one or more women.

SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERN

(1) A small business concern –

(i) not less than 51% of which is owned by one or more service-disabled veterans or, in the case of any publicity owned business, not less than 51% of the stock of which is owned or one or more service-disabled veterans; and

(ii) the management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

VETERAN-OWNED SMALL BUSINESS CONCERN

A small business concern –

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

(ii) the management and daily operations of which are controlled by one or more veterans.

SUBCONTRACT: Means any agreement (other than one involving an employee-employer relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies and/or services required for performance of the contract or subcontract.

SUBCONTRACTING PLAN

Date: _____

CONTRACTOR: _____

ADDRESS: _____

_____

SOLICITATION #: _____

END ITEM/SERVICE _____

Fill in Applicable Section:

Type of Plan

1. Master Subcontracting Plan

   _____ Plant/Distribution Site

   _____ Division

2. Commercial Subcontracting Plan

   _____ Plant/Distribution Site

   _____ Division

3. _____Individual Contract Plan Total Contract Dollar Value _____

Complete the following if submitting a Commercial Subcontracting Plan.

Company/Division's Fiscal Year

FROM: _____ TO: _____
(Month/Year) (Month/Year)

Total Estimated FY Dollar Value: $ _____

PRIME VENDOR HAWAII– ATTACHMENT 4

In accordance with FAR Clause 52.219-9 – The offeror's subcontracting plan shall include, at a minimum, the following:

1. Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged and women owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. For individual contract plans, the total dollars to be subcontracted are stated. For commercial plans, the total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales are stated.

2. The suggested format for percentage and dollar goals follows:

	DOLLARS	PERCENT
Total To Be Subcontracted	$ _____	_____%
A. To Large Business	$ _____	_____%*
B. To Small Business	$ _____	_____%*
1. To Veteran-Owned Small Business**	$ _____	_____%*
2. To Service-Disabled Veteran-Owned Small Business**	$ _____	_____%*
3. To HUB Zone Small Business**	$ _____	_____%*
4. To Small Disadvantaged Business**	$ _____	_____%*
5. To Women-Owned Small Business**	$ _____	_____%*

* Divided into Total to be Subcontracted
**Subset of B

3. A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, and women-owned small business concerns. (Note: Identify all supplies and services to be subcontracted. Further identify which of those supplies and services will be provided by (a) small business(SB), (b) veteran-owned small business(VOSB), (c) service-disabled veteran-owned small business(SDVOSB); (d) HUB Zone small business(HBZSB), (e) small disadvantaged business(SDB)and (f) and women owned small business(WOSB).

4. A description of the method used to develop the subcontracting goals in item 2 above.

5. A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, SBA PRO-Net information accessed at the DoD Central Contractor Registration www.ccr.gov "Dynamic Small Business Search", veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUB Zone small business, small disadvantaged business and women-owned small business concern trade associations). Information referenced in the supplemental pages to the CCR's "Dynamic Small Business Search" can be relied upon as an accurate representation of a concern's size and ownership for the purposes of maintaining a small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business and women-owned small business source list. Use of the CCR "Dynamic Small Business Search" as its source lists does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

6. A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged, and women-owned small business concerns.

7. The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

8. A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business and women owned small business concerns have an equitable opportunity to complete for subcontracts. (This element shall include, but shall not be limited to, the following:)

   In order to effectively implement this plan to the extent consistent with efficient contract performance, the contractor shall perform the following functions:

   a. Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged, and women owned small business concerns by arranging solicitations, time for preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

   b. Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged, and women owned small business concerns in all "make or buy" decisions.

   c. Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged and women owned business concerns.

   d. Provide notice to subcontractors regarding penalties and remedies for misrepresentations of business status as small business, veteran-owned small business, HUB Zone small business, small disadvantaged business or women-owned small business for the purpose of obtaining a subcontract.

9. Assurances that the offeror (I) will include the clause in this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and (ii) will require all subcontractors (except small business concerns) that receive subcontracts in the excess of $500,000 ($1,000,000 for construction of any public facility), to adopt a plan similar to the plan agreed to by the offeror.

10. Assurances that the offeror will (I) cooperate in any studies or surveys as may be required; (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan; iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms. The reports shall provide information on subcontract awards to small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, woman-owned small business, and when applicable, Historically Black

Colleges and Universities and Minority Institutions. The offeror also must ensure that its subcontactors agree to submit Standard Forms 294 and 295.

11. Recitation of the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of its efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

a. Source lists (i.e., CCR "Dynamic Small Business Search), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, and women-owned small business concerns.

b. Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, and women-owned small business concerns.

c. Records on each subcontract solicitation resulting in an award of more than $100,000, indicating whether (A) small business concerns were solicited and if not, why not, (B)Veteran-owned small business were solicited and if not, why not, (C) service-disabled veteran-owned small business were solicited and if not, why not, (D) HUB Zone small business concerns were solicited and if not, why not, (E) small disadvantaged business concerns were solicited and if not, why not, (F) women-owned small business concerns were solicited and if not, why not, and (G) if applicable, the reason award was not made to a small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, or women-owned small business concern.

d. Records of any outreach efforts to contact (A) trade associations; (B) business development organizations; (C) conferences and trade fairs to locate small, HUB Zone small business, small disadvantaged and women owned small business concerns and (D) veterans service organizations.

e. Records of internal guidance and encouragement provided to buyers through (A) workshops, seminars, training, etc. and (B) monitoring performance to evaluate compliance with the program's requirements.

f. On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address and business size of each subcontractor. Contractors having company or division-wide annual commercial plans need not comply with this requirement.

g. SUPPLEMENTAL INFORMATION

Section 1207 of Public Law 99-661, Contract Goal for Minorities, supplements FAR Clause 52.219-9. Offerors are required to:

a. Establish a subcontracting goal of 5% for small disadvantaged businesses.

b. Identify efforts to provide technical assistance to SDB's.

c. Include a statement that Historically Black Colleges and Universities (HBCU's) and other Minority Institutions (MI's) will be considered when developing SDB goals, when applicable.

PRIME VENDOR HAWAII– ATTACHMENT 4

SIGNATURE: _____
(EXECUTIVE OF COMPANY *)
TYPED NAME: _____
TITLE: _____
COMPANY: _____
DATE: _____

PLAN ACCEPTED BY: _____ DATE: _____
(CONTRACTING OFFICER)

AGENCY: _____

* THE INDIVIDUAL SIGNING THE PLAN SHOULD BE AN EXECUTIVE OF THE COMPANY AND NOT THE DESIGNATED PLAN ADMINISTRATOR.

NOTE TO CONTRACTING OFFICER: UPON INCORPORATION OF A PLAN INTO THE CONTRACT, INDICATE HEREIN THE DOLLAR VALUE OF THE CONTRACT
$_____

DATE THAT PLAN WAS FORWARDED TO COGNIZANT DCMA OFFICE. _____

ATTACHMENT 5 – CARGO LISTING

SPREADSHEET COLUMN HEADINGS

1. FIC CODE
2-5. STOCK NUMBER
6. ITEM DESCRIPTION
7. UNIT OF ISSUE
8. UNITS PER PACK
9. AVERAGE CASE WEIGHT
10. CASE CUBE
11. CASES PER PALLET

PRIME VENDOR HAWAII – ATTACHMENT 5

FIC	STOCK NUMBER				ITEM DESCRIPTION	UNIT ISSUE	UNITS / PACK	AVG CASE WGT	CASE CUBE	CS / PALLET
A32	8905	01	E19	2177	FISH, TUNA, LIGHT, 43 OZ FLEXIBLE PG, 6 PACKAGES PER CASE	PG	6	17		
A61	8910	01	E60	6007	EGGS, WHOLE, SHELF STABLE, CRYSTALS, 1.75 LB BG, 14 BAGS PER CASE	BG	14	24.5	1.1	32
A78	8910	01	E29	1735	MILK, DRY, NONFAT, GP, UNFORTIFIED, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
B10	8915	00	127	8272	FRUIT, APPLESAUCE, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
B34	8915	00	926	6793	VEG, BEANS, KIDNEY, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
B43	8915	01	E09	2580	VEG, BEANS, PINTO, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
B51	8915	01	E09	7235	VEG, BEANS, REFRIED, DEHYDRATED, 31 OZ BAG/POUCH, 12 BAGS PER CASE	BG	6	12	1.03	
B54	8915	00	184	5601	VEG, BEANS, WHITE, W/PORK, TOMATO SAUCE, #10 CN, 6 CANS PER CASE	CN	6	39	1.1	40
B80	8915	00	634	2436	VEG, CARROTS, #10 CN, 6 CANS PER CASE	CN	6	39	1.1	40
B95	8915	01	078	9271	FRUIT, CHERRIES, MARASCHINO, 16 OZ JR, 12 JARS PER CASE	JR	12	12	0.67	
B98	8915	01	E09	9537	VEG, COLLARD GREENS, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
C02	8915	00	465	1897	VEG, CORN, CREAM STYLE, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
C06	8915	00	257	3947	VEG, CORN, WHOLE GRAIN, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
C14	8915	00	851	6564	FRUIT, CRANBERRY SAUCE, JELLIED, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
C26	8915	00	286	5482	FRUIT, FRUIT COCKTAIL, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
C32	8915	00	584	1647	JUICE, APPLE, #3 CYL, 46 CANS OZ CAN, 12 CANS PER CASE	CN	12	35	1.04	45
C38	8915	00	281	1809	JUICE, GRAPE, #3 CYL, 46 CANS OZ CAN, 12 CANS PER CASE	CN	12	35	1.04	45
C52	8915	00	241	2800	JUICE, ORANGE, #3 CYL, 46 CANS OZ CAN, 12 CANS PER CASE	CN	12	35	1.04	45
C58	8915	00	634	2439	JUICE, PINEAPPLE, #3 CYL, 46 CANS OZ CAN, 12 CANS PER CASE	CN	12	35	1.04	45
C73	8915	00	935	6629	VEG, MUSHROOMS, SLICED, JUMBO, 16 OZ CAN, 24 CANS PER CASE	CN	24	24	1.01	42
C93	8915	00	577	4203	FRUIT, PEACHES, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
C99	8915	00	616	0223	FRUIT, PEARS, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
D08	8915	00	127	9282	VEG, PEAS, GREEN, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
D30	8915	00	127	7262	FRUIT, PINEAPPLE, CRUSHED, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
D43	8915	00	982	6036	VEG, POTATOES, SWEET, LIGHT, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
D48	8915	00	127	9677	VEG, POTATOES, WHITE, WHOLE, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
D49	8915	01	144	1931	VEG, POTATOES, HASHBROWNS, SHREDDED, DEHYDRATED, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
D51	8915	00	139	7426	VEG, POTATOES, WHITE, SLICES, DEHYDRATED, 5 LB BG, 4 BAGS PER CASE	BG	4	20	2.38	12
D53	8915	00	133	5903	VEG, POTATOES, WHITE, INSTANT, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
D63	8915	01	419	6695	FRUIT, RAISINS, 15 OZ BOX, 24 BOXES PER CASE	BX	24	23	0.45	
D72	8915	00	143	0931	VEG, SPINACH, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
D80	8915	01	E19	4843	VEG, TOMATO PASTE, #10 CAN, 6 CANS PER CASE	CN	6	39	1	40
D85	8915	01	373	4978	VEG, TOMATOES, DICED, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
E06	8920	00	926	6016	BISCUIT MIX, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
E10	8920	01	E19	3942	BROWNIE MIX, LOW FAT, 5 LB BX, 8 BOXES PER CASE	BX	8	40	1.82	22
E22	8920	01	E60	7747	CAKE MIX, DEVIL'S FOOD, ADD WATER ONLY, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
E34	8920	00	823	7229	CAKE MIX, YELLOW, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
E36	8920	00	127	8938	CEREAL, BRAN FLAKES, 70 INDIVIDUAL SERVINGS PER BX(CASE)	BX	70	7.1	0.88	
E58	8920	01	E59	5093	CEREAL, ASSORTMENT, SWEET, 0.84 OZ BX, 70 PER CASE, GENERAL MILLS	CS	70	7.1	0.88	

PRIME VENDOR HAWAII – ATTACHMENT 5

E66	8920	01	079	1582	CEREAL, ROLLED OATS, 18 OZ PACKAGE, 24 PACKAGES PER BX(CASE)	BX	1	27	1.76	
E67	8920	01	210	2774	CEREAL, ROLLED OATS, INSTANT, VARIETY PACK, 1 OZ PACKET, 64 PER BX(CASE)	BX	1	7	0.53	96
E80	8920	01	E59	8920	CEREAL, ASSORTED, 1.3-2.1 OZ CUPS, 60 PER CASE, KELLOGG'S	CS	1	4		
E83	8920	01	E60	0167	CEREAL, ASSORTED, HEALTHY, 1.25-2.2 OZ CUP, 60 PER CASE, KELLOGG'S	CS	1	4		
F11	8920	00	935	3264	COOKIE MIX, OATMEAL, #10 CAN, 6 CANS PER CASE	CN	6	27	1.1	40
F12	8920	00	175	0429	COOKIE MIX, SUGAR, #10 CAN, 6 CANS PER CASE	CN	6	30	1.1	40
F15	8920	00	435	4918	CORN BREAD MIX, #10 CAN, 6 CANS PER CASE	CN	6	30	1.1	40
F22	8920	01	E36	0152	CRACKERS, ASSORTED, 2 PER PACK, 400 PACKS PER CASE	CS	1	7	1.3	
F54	8920	01	E29	5316	FLOUR, WHEAT, TPK-2, GENERAL PURPOSE(NOT FOR BREAD), 10 LB BAG, 4 BAGS PER CASE	BG	4	40	0.9	new
F58	8920	01	439	4837	FLOUR, WHEAT, TPK-2, BREAD, 10 LB BAG, 4 PER CASE	BG	4	40	0.9	new
F66	8920	01	134	3703	HOMINY GRITS, INST, WHITE, 1.0 OZ PG, 12 PG PER BX, 12 BOXES PER CASE	BX	12	6	0.89	
F70	8920	01	E36	0144	PASTA, EGG NOODLES, 5 LB CONTAINER, 4 CONTAINERS PER CASE	CO	4	20	1.11	
F72	8920	01	E36	0134	PASTA, SPAGHETTI, QUICK COOKING, 10 LB CONTAINER, 4 CONTAINERS PER CASE	CO	4	40	1.23	30
F79	8920	01	E36	0136	PASTA, ELBOW MACARONI, 20 LB CONTAINER, 2 CONTAINERS PER CASE	CO	2	40	1.42	30
F82	8920	01	E36	0316	PASTA, PENNE, 10 LB CONTAINER, 2 CONTAINERS PER CASE	CO	2	20	1.11	30
G00	8920	01	E60	7850	PANCAKE MIX, BUTTERMILK, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
G10	8920	01	250	6557	RICE, WHITE, LONG GRAIN, TPK-2, 10 LB BAG, 6 BAGS PER CASE	BG	6	60	1.49	36
G12	8920	01	E19	5161	RICE, JASMINE, TPK-2, 10 LB CONTAINER, 6 CONTAINERS PER CASE	CO	6	60	1.19	
G21	8920	01	322	6826	RICE, BROWN, LONG GRAIN, TPK-2, PARBOILED, 5 LB BAG, 8 BAGS PER CASE	BG	8	40	1.82	22
G22	8920	01	E36	0145	STARCH, EDIBLE, CORNSTARCH,1 LB CO, 24 CONTAINERS PER CASE	CO	24	24	0.66	
G29	8920	00	043	5352	TACO SHELLS, CORN, PREFORMED, 200 PER CO(CASE)	CO	1			
G70	8925	00	782	3318	CHOCOLATE CHIPS, SEMISWEET, 12 OZ PACKAGE, 24 PACKAGES PER CASE	PG	24	24	1.14	
G92	8925	00	935	3260	ICING MIX, CHOCOLATE, #10 CAN, 6 CANS PER CASE	CN	6	40	1.1	40
G93	8925	01	419	7027	ICING MIX, VANILLA, 5 LB BG, 8 BAGS PER CASE	BG	8	40	1.82	22
H01	8925	00	128	0565	NUTS, MIXED, W/PEANUTS, #10 CAN, 6 CANS PER CASE	CN	6	24	1.1	40
H11	8925	00	682	6705	SYRUP, MAPLE, IMITATION, #10 CAN, 6 CANS PER CASE	CN	6	49	1.1	40
H17	8925	01	060	7500	SUGAR, BROWN, LIGHT, 2 LB PACKAGES, 12 PACKAGES PER CASE	BG	12	24	0.42	90
H23	8925	01	413	7811	SUGAR, WHITE, REFINED, GRANULATED, TPK-2, 10 LB PACKAGES, 4 PER CASE	BG	4	40	1.16	40
H27	8925	01	060	7496	SUGAR, CONFECTIONERS, REFINED, 2 LB PACKAGES, 12 PER CASE	BG	12	24	0.42	90
H52	8930	00	197	1917	JAM, STRAWBERRY, 2 LB JAR, 12 JARS PER CASE	JR	12	24	0.67	66
H61	8930	00	127	3079	JELLY, GRAPE, 2 LB JAR, 12 JARS PER CASE	JR	12	24	0.67	66
H71	8930	01	059	8399	PEANUT BUTTER, 28 OZ JAR, 12 JARS PER CASE	JR	12	21	0.78	55
H83	8935	00	480	4565	SOUP, MANHATTAN CLAM CHOWDER, CONDENSED, 50 OZ CAN, 12 CANS PER CASE	CN	12	38	1.04	45
H87	8935	00	480	4550	SOUP, BEAN W/BACON, CONDENSED, 50 OZ CAN, 12 CANS PER CASE	CN	12	38	1.04	45
H98	8935	00	480	4556	SOUP, CREAM OF MUSHROOM, CONDENSED, 50 OZ CAN, 12 CANS PER CASE	CN	12	38	1.04	45
I08	8905	01	E59	6189	BEEF, GROUND, BULK, PRECKD, FZN, 5 LB BAG, 8 BAGS PER CASE	LB	8	40		
I09	8905	01	E60	7304	CHICKEN BREAST FILLET, FZN, PRECKD, 5 OZ EA, 50 PER CASE	LB	50	17		
I10	8905	01	E59	9029	FISH, SALMON, FILLET PORTIONS, FZN, RAW, FZN, IQF, 7-9 OZ EA, 10 LB CASE	LB	10	10		
I12	8905	01	E59	6598	CHICKEN, CUT-UP, 8 PIECE, PRECKD, FZN, 50 LB CASE	LB	50	50		

	I15	8905	01	E60	5588	CHICKEN STRIPS, FZN, PRECKD, GRILLED, 3 OZ EA, 10 LB CASE	LB	10	10		
	I31	8940	01	E60	4877	ENTRÉE, FZN, LASAGNA W/VEG, V-8, 6 LB CONTAINER, 4 CONTAINERS PER CASE	C0	4	24		
	I32	8915	01	E59	3418	VEG, POTATOES, FZN, FRENCH FRIES, CRINKLE CUT, FAST COOK, 4.5 LB BAG, 6 BAGS PER CASE	BG	6	27		
	I49	8950	01	E60	5185	DRESSING, 1000 ISLAND, EZ POUR, 32 OZ CO, 6 CONTAINERS PER CASE	CO	6	12	1.05	30
	I54	8950	01	E60	5190	DRESSING, BLUE CHEESE, EZ POUR, 32 OZ CO, 6 CONTAINERS PER CASE	CO	6	12	1.05	30
	I60	8950	01	E60	5188	DRESSING, FRENCH, FAT FREE, EZ POUR, 32 OZ CO, 6 CONTAINERS PER CASE	CO	6	12	1.05	30
	I61	8950	01	E60	5189	DRESSING, FRENCH, SWEET, EZ POUR, 32 OZ CO, 6 CONTAINERS PER CASE	CO	6	12	1.05	30
	I62	8950	01	E60	5184	DRESSING, ITALIAN, EZ POUR, 32 OZ CO, 6 CONTAINERS PER CASE	CO	6	12	1.05	30
	I65	8950	01	E60	5194	DRESSING, ITALIAN, FAT FREE, EZ POUR, 32 OZ CO, 6 CONTAINERS PER CASE	CO	6	12	1.05	30
	I66	8950	01	E60	5192	DRESSING, RANCH, EZ POUR, 32 OZ CO, 6 CONTAINERS PER CASE	CO	6	12	1.05	30
	I67	8950	01	E60	5193	DRESSING, RANCH, FAT FREE, EZ POUR, 32 OZ CO, 6 CONTAINERS PER CASE	CO	6	12	1.05	30
	I68	8920	01	E60	2963	PASTRY, FRENCH, FZN, VARIETY PACK, MINI, 100 PER CASE	CS	1			
	I69	8940	01	E29	7065	GELATIN MIX, VARIETY PACK, 3 PEACH, 3 GRAPE, 3 WATERMELON, & 3 BERRY BLUE, 24 OZ	CS	1	18		
	I70	8940	01	E29	7066	GELATIN MIX,VARIETY PACK,CITRUS, 4 ORANGE,4LEMON, AND 4 LIME, 24 OZ CO, 12/CASE	CS	1	18		
	I71	8940	01	E29	7067	GELATIN MIX, VARIETY PACK, RED, 24 OZ CO, 12/CASE	CS	1	18		
	I76	8940	01	E59	9895	BREAKFAST SANDWICH, FZN, BAGEL, EGG, SAUSAGE & CHEESE, 6.1 OZ EA, 12 PER CASE	CS	1	5		
	I78	8940	01	E59	9894	BREAKFAST SANDWICH, FZN, ENGLISH MUFFIN, EGG, BACON & CHEESE, 4 OZ EA, 12 PER CASE	CS	1	3		
	I79	8940	01	E60	8878	BREAKFAST SANDWICH, FZN, MUFFIN, W/EGG, CHEESE & SAUSAGE, 4.8 OZ EA, 45 PER CASE	CS	1	14		
	I81	8940	01	E60	8879	BREAKFAST SANDWICH, FZN, MUFFIN, W/HAM, EGG & CHEESE, 3.55 OZ EA, 60 PER CASE	CS	1	14		
	I87	8920	01	E60	3965	PANCAKES, FZN, LARGE, 5 IN DIA, 1.7 OZ EA, 144 PER CASE	CS	1	14		
	I88	8920	01	E60	6460	BREAD, FZN, CINNAMON SWIRL, FOR FRENCH TOAST, 2.55 OZ EA, 72 PER CASE	CS	1	12		
	I89	8920	01	E60	8120	FRENCH TOAST STICKS, FZN, PRECKD,CINNAMON, 3/4 IN THK, 2.5 LB CONTAINER, 4 CONTAINERS PER CASE	CS	1	10		
	I90	8920	01	E59	1009	WAFFLES, FZN, BELGIAN STYLE, 2.4 OZ EA, 72 PER CONTAINER(CASE)	CO	1	11		
	J01	8935	00	480	4560	SOUP, MINESTRONE, CONDENSED, 50 OZ CAN, 12 CANS PER CASE	CN	12	38	1.04	45
	J03	8935	00	480	4559	SOUP, SPLIT PEA, CONDENSED, 50 OZ CAN, 12 CANS PER CASE	CN	12	38	1.04	45
	J06	8935	00	480	4561	SOUP, TOMATO, CONDENSED, 50 OZ CAN, 12 CANS PER CASE	CN	12	38	1.04	45
	J09	8935	00	480	4563	SOUP, VEGETABLE, CONDENSED, 50 OZ CAN, 12 CANS PER CASE	CN	12	38	1.04	45
	J11	8935	00	480	4564	SOUP, VEGETABLE W/BEEF, CONDENSED, 50 OZ CAN, 12 CANS PER CASE	CN	12	38	1.04	45
	J53	8935	00	234	6217	SOUP AND GRAVY BASE, BEEF, INSTANT, #2 1/2 CAN, 24 CANS PER CASE	CN	24			
	J61	8935	00	543	7789	SOUP AND GRAVY BASE, CHICKEN, INSTANT, #2 1/2 CAN, 24 CANS PER CASE	CN	24			
	J67	8940	01	113	8490	BACON BITS, IMITATION, 22 OZ CAN, 12 PER CASE	CN	12			
	J72	8940	01	E36	0324	CHILI CON CARNE, DEHY, QUICK START, 16-18 OZ BAG, 12 BAGS PER CASE	BG	12			
	J81	8940	01	E36	0317	CREAMER, NONDAIRY, PWD, 3 GM PG, 100 CT BOXES, 10 BOXES PER CASE	CS	10	13	1.56	
	J93	8940	01	E09	1386	PUDDING, VANILLA, RTU, #10 CAN, 6 CANS PER CASE	CN	6	30		
	J94	8940	01	E09	1385	PUDDING, CHOCOLATE, RTU, #10 CAN, 6 CANS PER CASE	CN	6	30		
	K01	8940	01	419	6701	TOPPING, DESSERT & BAKERY, DEHYDRATED, #2 1/2 CAN, 24 CANS PER CASE	BG	24	24	0.94	
	K04	8940	00	148	7142	CORNED BEEF HASH, #10 CAN, 6 CANS PER CASE	CN	6	41	1.1	
	K29	8940	00	616	0226	PIE FILLING, APPLE, PREPARED, #10 CAN, 6 CANS PER CASE	CN	6	42	1.1	

K31	8940	00	478	9073	PIE FILLING, BLUEBERRY, PREPARED, #10 CAN, 6 CANS PER CASE	CN	6	42	1.1	
K33	8940	00	616	0227	PIE FILLING, CHERRY, PREPARED, #10 CAN, 6 CANS PER CASE	CN	6	42	1.1	
K86	8945	01	364	7357	SALAD OIL, CANOLA, 1 GALLON CAN, 6 CANS PER CASE	CN	6	46	1.05	33
K89	8945	01	452	2000	SHORTENING, LIQUID, CANOLA OIL, DEEP FRY, 5 GALLON CAN, 1 CAN PER CASE	CN	1	35	0.81	40
K99	8945	01	066	8210	SHORTENING, SEMI-SOLID, GENERAL PURPOSE, VEGETABLE OIL, 3 LB CAN, 12 CANS PER CASE	CN	12	36	2.11	18
L13	8935	01	E09	1883	SOUP, CLAM CHOWDER, NEW ENGLAND, FZN, RTS, BOIL IN BAG, 8 LB BAG, 4 BAGS PER CASE	BG	4	36		
L59	8940	01	E19	2059	ENTREE, FZN, LASAGNA W/MEAT, MULTI SERV, 6 LB CONTAINER, 6 CONTAINERS PER CASE	CO	4	26	0.83	
L61	8940	01	E19	2498	ENTREE, CHICKEN CORDON BLUE, FZN, 7 OZ EA, 24 PER CASE	EA	24	10	0.45	
L62	8905	01	E19	5157	MEATBALLS, BEEF, FZN, PRECKD, W/O SAUCE, 5 LB AVG BAG, 4 BAGS PER CASE	LB	4	20	0.86	
L63	8905	01	E19	5155	BEEFSTEAK, SALISBURY, FZN, PRECKD, W/O GRAVY, 4 OZ EA, 40 LB CASE	LB	40	40	1.9	
L64	8905	01	E19	0304	FISH, POLLOCK, PORTIONS, FZN, BRD, PRECKD, US GR A EQUIV, 10 LB CONTAINER, 4 CONTAINERS PER CASE	LB	40	40	1.52	
L69	8905	01	E19	6550	BEEF, GROUND, PATTIES, FZN, CHARBROILED, PRECKD,CHOP HOUSE, 5-6 OZ EA, 40 LB CASE	LB	40	40	2.2	
L70	8920	01	E19	0924	BREAD DOUGH, WHITE, FZN, UNBKD, 18 OZ EACH, 24 PER BOX	BX	1	26	0.89	
L71	8920	01	E19	1148	BREAD DOUGH, WHEAT, FZN, UNBKD, 18 OZ EACH, 24 PER CONTAINER	CO	1	26	0.89	
L73	8905	01	E09	7386	CHICKEN WINGS, FZN, UNBRD, JUMBO, HOT PEPPER GLAZED, 10 LB CONTAINER, 1 CONTAINER PER CASE	LB	1	10	0.84	
L74	8905	01	E09	7116	CHICKEN, DICED, FZN, PRECKD, 10 LB CONTAINER, 1 CONTAINER PER CASE	LB	1	10		
M02	8950	01	E09	8874	BAKING POWDER, 12 OR 14 OZ CO, 24 CONTAINER PER CASE	C0	24	21	0.77	48
M20	8950	00	127	9790	CATSUP, TOMATO, 14 OZ GLASS BT, 24 BOTTLES PER CASE	BT	24	21	0.95	40
M21	8950	00	127	9789	CATSUP, TOMATO, #10 CAN, 6 CANS PER CASE	CN	6	43	1.1	40
M24	8950	01	E36	0116	MAYONNAISE, LITE, 7/16 OZ(12 GM) PACKAGE, 200 PACKAGES PER CASE	CS	1			
M25	8950	01	E19	2131	MAYONNAISE, LOW FAT, 32 OZ CONTAINER, 12 CONTAINERS PER CASE	JR	12	24	0.81	
M28	8950	00	127	8919	SALAD DRESSING, 1 GAL CONTAINER, 4 CONTAINERS PER CASE	JR	4	3	1.02	
M32	8950	01	074	4921	MUSTARD, YELLOW, PREPARED, 1 GAL PLASTIC CONTAINER, 4 PER CASE	JR	4	3	1.02	
M98	8950	01	E36	0118	OLIVES, GREEN, STUFFED W/PIMENTOS, 1 GAL PLASTIC CONTAINER, 4 CONTAINERS PER CASE	CO	4	3	1.02	
N01	8950	01	E09	2898	OLIVES, BLACK, SLICED, #10 CAN, 6 CANS PER CASE	CN	6	43	0.99	40
N12	8950	00	127	9295	RELISH, PICKLE, #10 CAN, 6 CANS PER CASE	CN	6	45	1.1	40
N16	8950	01	E09	4311	SALSA, MILD, 1 GAL PLASTIC CONTAINER, 4 PER CASE	CO	4	33	1.02	
N22	8950	01	244	4288	SAUCE, CHEESE, CHEDDAR, RTS, #10 CAN, 6 CANS PER CASE	CN	6	45	1.04	
N29	8950	01	389	3825	SAUCE, HOT, 12 OZ BOTTLE, 12 BOTTLES PER CASE	BT	12	9	0.39	
N30	8950	01	E19	0657	SAUCE, MARINARA, #10 CAN, 6 CANS PER CASE	CN	6	45	1.04	
N32	8950	01	389	7653	SAUCE, STEAK, 15 OZ BOTTLE, 12 BOTTLES PER CASE	BT	12	12	0.68	
N38	8950	01	E09	2311	SAUCE, SOY, LITE, FERMENTED, 20 OZ CONTAINER, 12 CONTAINERS PER CASE	CO	12	15	0.68	
N45	8950	01	389	3596	SAUCE, WORCESTERSHIRE, 15 OZ BOTTLE, 12 BOTTLES PER CASE	BT	12	12	0.68	
N77	8950	01	E60	7766	PEPPER, BLACK, 1 LB CONTAINER, 12 CONTAINERS PER CASE	CO	12	12	0.37	
N89	8950	01	E36	0342	SALT, TABLE, IODIZED, 5 LB BAG, TPK-2, 6 BAGS PER CASE	BG	12	60	1.02	40
O44	8920	01	E36	0024	PASTA, RAVIOLI, BEEF, FZN, W/O SAUCE, MEDIUM, INSTITUTIONAL SIZE CASE	CS	1			
O46	8920	01	E36	0027	PASTA, TORTELLINI, CHEESE, FZN, INSTITUTIONAL SIZE CASE	CS	1			

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	O63	8940	01	E36	0079	EGG ROLLS, CHINESE, PORK, 1.5-2.5 OZ EACH, 72 PER CASE	CS	1			
	P30	8955	01	E36	0131	COFFEE, ROASTED, UNIVIVERSAL GRIND, 39 OZ CAN, 6 CANS PER CASE	CN	6	19	0.93	
	P91	8960	01	E19	8101	WATER, DRINKING, SPRING, 16.9 OZ BOTTLE, 24 BOTTLES PER CASE	CS	1	26		
	P92	8960	00	216	6131	COCOA BEVERAGE POWDER, INSTANT, 1 OZ PG, 300 PACKAGES PER CASE	PG	300	14	1.68	14
	Q01	8905	01	E19	9962	BACON, SLICED, FZN, PRECOOKED, 200 SLICES PER PACKAGE, 6 PACKAGES PER CASE	LB	24	24		
	Q07	8905	01	E19	2660	BEEF LOIN, TOP SIRLOIN BUTT STEAK, CENTER-CUT, BNLS, FZN, portion-cut, min US Choice Gr, 10 oz ea, NAMP 1184B, 53 LB CASE	LB	53	53	1.44	
	Q11	8905	01	034	7547	BEEF LOIN, STRIP LOIN STEAK, FZN, BONELESS, CENTER-CUT, 7 OZ EA, MIN US CHOICE GRADE, NAMP 1184A, 40 LB CASE	LB	40	40		
	Q15	8905	01	388	1164	BEEF FAJITA STRIPS, FZN, RAW, SEASONED, 1/2" X 1/2" X 2", 10 LB PACKAGE, 5 PACKAGES PER CASE	LB	5	50	1.1	
	Q16	8905	01	E29	5081	BEEF RIB, FZN, COOKED, MIN US CHOICE GRADE, 9-11 LB AVG, 2 PER CASE, 20 LB AVERAGE CASE	LB	2	20	0.9	
	Q17	8905	00	133	5886	BEEF ROUND, OVEN ROAST, KNUCKLE, FZN, PEELED, MIN US CHOICE GRADE, NAMP 167A, 9 LB AVG, 6 PER CASE	LB	6	53	1.29	
	Q19	8905	00	133	5887	BEEF CHUCK, POT ROAST, FZN, US CHOICE, 10-14 LB AVG, NAMP 114B, 4 PER CASE, 48 LB AVERAGE CASE	LB	4	48		
	Q28	8905	00	177	5017	BEEF, DICED, FOR STEWING, FZN, US SELECT GRADE, NAMP 135A, 7-8 LB AVG PACKAGE, 56 LB CASE	LB	7	56	0.87	
	Q40	8905	00	582	1323	BEEF LOIN, TENDERLOIN, FULL, FZN, GRADED OR UNGRADED, MINIMUM WEIGHT 4 LB, NAMP 189, 50 LB CASE	LB	10	50	0.87	
	Q45	8905	01	420	5255	BEEF, GROUND, BULK, FZN, 90% LEAN, NAMP 136, 10 LB PACKAGE, 4 PACKAGES PER CASE	LB	4	40		
	Q51	8905	01	125	2288	FISH, CATFISH, FILLETS, IQF, RAW, SKNLS, TRIMMED, US GRADE A EQUIVALEN, 5-7 OZ EA, 15 LB PACKAGE, 3 PACKAGES PER CASE	LB	3	45	0.7	
	Q58	8905	01	388	1064	CHICKEN FAJITA STRIPS, FZN, RAW, MARININATED, 1/2" X 1/2" X 2", 10 LB PACKAGE, 5 PACKAGES PER CASE	LB	5	50	1.1	
	Q59	8905	01	066	1694	CHICKEN, FZN, PRECOOKED, DRUMSTIKS, THIGHS, BREAST HALVES, BREADED FOR OVEN, 10 LB PACKAGE, 4 PACKAGES PER CASE	LB	4	40		
	Q61	8905	01	114	1457	CHICKEN FILLET, FZN, CHUNKED AND FORMED, BREADED, PRECOOKED, 5 OZ EACH, 10 LB PACKAGE, 4 PACKAGES PER CASE	LB	4	41	1.82	22
	Q70	8905	01	419	3218	CHICKEN, 8 PIECE, FZN, READY TO COOK, BROILER/FRYER, US GRADE A EQUIVALENT, NAMP P1009, 10 LB PACKAGE, 4 PACKAGES PER CASE	LB	4	40	0.95	
	Q80	8905	00	267	1933	FISH, LOBSTER TAIL, SPINY, FZN, RAW, 4-10 OZ EA, 10 LB CO, 4 CONTAINERS PER CASE	LB	4	40		
	Q94	8905	01	323	2201	FISH, FLOUNDER/SOLE, FILLETS, FZN, FORMED, RAW, SKINLESS, US GRADE A EQUIVALENT, 5 OZ EA, 10 LB BAG, 2 BAGS PER CASE	LB	2	20		
	Q96	8905	01	E29	0338	FRANKFURTERS, FZN, ALL MEAT, 10:1, 10 LB PACKAGE, 4 PACKAGES PER CASE	LB	4	40		
	Q99	8905	00	127	8474	FISH, HADDOCK, FILLETS, FZN, RAW, SKINLESS, US GRADE A EQUIVALENT, 5 OZ EA, 10 LB BAG, 2 BAGS PER CASE	LB	2	20		
	R04	8905	00	682	6643	HAM, FZN, SMOKED, FULLY CKD, SHANKLESS, BNLS, CURED, w/ or w/o natural juices, 9 to 11 lb, 40 LB AVERAGE CASE	LB	4	40		CHECK
	R07	8905	00	080	5656	SAUSAGE, ITALIAN, SWEET, LINKS, FZN, EDIBLE CASING, 4 OZ EA, 10 LB PACKAGE, 4 PACKAGES PER CASE	LB	4	40		
	R08	8905	01	050	3656	FISH, CRAB LEGS & CLAWS, ALASKA KING, PRECKD, FZN, 25-35 CT, 1/20 LB CASE	LB	1	20		
	R37	8905	01	452	2656	PEPPERONI, FZN, SLICED, COOKED, 10 LB PACKAGE, 2 PACKAGES PER CASE	LB	20	20	0.78	
	R44	8905	00	753	6503	PORK, DICED, FZN, NAMP 435, 7 LB AVG PACKAGE, 8 PACKAGES PER CASE	LB	56	56	1.25	
	R51	8905	00	753	6568	PORK LOIN, BNLS, FZN, WHEAT GLUTEN ADDED, TIED, NETTED, 6 to 10 LB AVERAGE, 4 PER CASE, 32 LB AVERAGE CASE	LB	4	32		
	R53	8905	01	452	1999	PORK LOIN CHOPS, FZN, CENTER CUT, BONE IN, 5-7 OZ EA, NAMP 412, 55 LB AVERAGE CASE	LB	55	55	1.5	
	R56	8905	01	E36	0321	PORK RIBS, SPARERIBS, FZN, ST LOUIS STYLE, CKD, BOIL-IN-BAG, W/O SAUCE, MAX 2.25-2.5 LB EA, 30 LB AVERAGE CASE, NAMP 559A	LB	30	30		
	R67	8905	01	458	4204	SAUSAGE, PORK, PATTIES, FZN, ROUND, PRECOOKED, 1.5 TO 2.5 OZ EA, NAMP 802B, 10 LB PACKAGE, 4 PACKAGES PER CASE	LB	4	40	1.1	
	R70	8905	01	E60	5150	FISH, SHRIMP, WHOLE, FZN, PRECOOKED, 21-25 CT, 3 LB BOX, 10 BOXES PER CASE	LB	10	30		
	R81	8905	01	E09	5571	TURKEY BREAST, FZN, COOKED, MESQUITE/HONEY, SMOKED, 8-9 LB AVERAGE, 40 LB AVERAGE CASE	LB	40	40	1.25	
	R84	8905	00	582	4039	FISH, SHRIMP, WHOLE, FZN, RAW, PEELED & DEVEINED, IQF, US GRADE A EQUIVALENT, 25-35 CT, 3 LB BAG, 12 BAGS PER CASE	LB	12	36		

PRIME VENDOR HAWAII – ATTACHMENT 5

R89	8905	00	262	7274	TURKEY, BNLS, FZN, RAW, WHITE/DARK MEAT, W/SKIN, NETTED, 9-11 LB AVERAGE, 2 PER CASE, 20 LB AVERAGE CASE	LB	2	20		
R95	8905	00	543	7333	TURKEY, WHOLE, FZN, RTC, GRADE A, BASTED/UNBASTED, YOUNG HEN MIN 12 LB, NAMP P2201, YOUNG TOM 16-24 LB, 53 LB AVERAGE CASE, NAMP P2101, NOV/DEC	LB	53	53	2.04	
S01	8910	00	616	0038	BUTTER, SALTED, US GRADE AA, 1 LB PRINT, 36 PER CASE	LB	36	36		
S06	8910	00	926	9962	BUTTER, SALTED, US GRADE AA, 90 READY TO SERVE PATTIES PER LB, 15 LB CASE	LB		15		
S09	8910	01	414	1567	CHEESE BLEND, PIZZA, FZN, SHREDDED, 5 LB BAG, 4 BAGS PER CASE	BG	4	20	0.84	
S10	8910	01	210	4381	CREAM, CHEESE, INDIVIDUAL SERVING, 1 OZ CONTAINERS, 100 CONTAINERS PER CASE	HD	100			
S40	8915	00	404	6065	VEG, ASPARAGUS, FZN, ALL GREEN, CUTS & TIPS, 2.5 LB BAG, 12 BAGS PER CASE	LB	12	30		
S66	8915	00	129	0825	BROCCOLI, FZN, SPEARS, 6 IN MAX LENGTH, US GRADE A OR B, 2 LB PACKAGE, 12 PACKAGES PER CASE	LB	12	24	1.06	
S70	8915	00	127	7991	VEG, BRUSSEL SPROUTS, IQF, US GRADE A OR B, 2 LB PACKAGE, 12 PACKAGES PER CASE	LB	12	24	1.11	
S76	8915	00	160	6156	VEG, CAULIFLOWER, IQF, US GRADE A OR B, 2 LB PACKAGE, 12 PACKAGES PER CASE	LB	12	24	1.06	
S82	8915	01	135	5787	VEG, CORN, FZN, ON-THE-COB, 5 1/2 IN EARS, 48 EARS PER CASE	BX	1			
T17	8915	01	E59	8957	VEG, ONION RINGS, FZN, CRACKER CRUMB BREADED, OVEN BAKEABLE, 1/2 IN SLICES, 2.5 LB CONTAINER, 4 CONTAINERS PER CASE	CO	4	10		
T30	8915	01	E09	9453	VEG, POTATOES, WHITE, FZN, HASH BROWNS, SHREDDED, PATTIES, OVEN READY, 2.25 OZ EACH, 120 PER BOX	BX	17	17		
T34	8915	00	782	3508	VEG, POTATOES, WHITE, FZN, FRENCH FRIES, 6 LB BAG, 5 BAGS PER CASE	LB	5	30	1.17	
T52	8915	00	935	6620	VEG, MIXED VEGETABLES, FZN, green or wax beans, diced carrots, corn, green, w/or w/o lima beans, us gr a or b, 2.5 LB BAG, 12 BAGS PER CASE	LB	30	30	1.04	
T67	8920	00	080	9096	TORTILLAS, WHEAT FLOUR, FZN, 10 INCH, 12 COUNT BAG, 18 BAGS PER CASE	BG	18	6	0.35	
T68	8920	01	E60	0698	ROLLS, SWEET, CINNAMON TWIRL, FZN, UNBAKED, 5 OZ EA, 100 PER CASE	CS	1	32		
T73	8940	00	044	1629	BURRITOS, FZN, BEEF AND BEAN, 3-5 OZ EACH, IQF, 12 COUNT PACKAGE, 6 PACKAGES PER CASE	DZ	6	18	0.62	
T81	8940	01	E36	0323	PIZZA CRUST, RECTANGULAR, FZN, 1/2 SHEET, 24-36 SHEETS PER CASE	CS	1			
U17	8905	01	E29	6064	HAM, BNLS, CHILL, COOKED, PULLMAN, W/NATURAL JUICES, 4X6, VAC PAC, 10-13 LB AVERAGE, 4 PER CASE	LB	50	50	0.94	
U38	8910	00	656	0993	CHEESE, AMERICAN, PROCESSED, CHILL, 120 SLICES/PG, 5 LB PACKAGE, 4 PACKAGES PER CASE	LB	20	20	0.42	
U45	8910	01	418	7467	CHEESE, CHEDDAR, PROCESSED, CHILL, SHREDDED, REDUCED FAT, 5 LB PACKAGE, 4 PACKAGES PER CASE	LB	20	20	0.88	
U51	8910	01	E19	3941	CHEESE, MONTEREY JACK, CHILL, LOW FAT, SHREDDED, 5 LB PACKAGE, 4 PACKAGES PER CASE	PG	20	20	0.88	
U56	8910	00	782	3765	CHEESE, PARMESAN, CHILL, GRATED, 1 LB CONTAINER, 12 CONTAINERS PER CASE	CO	12	12	0.68	
U57	8910	01	E19	5160	CHEESE, CHEDDAR, CHILL, NATURAL, MILD, CUBED, 5 LB CONTAINER, 2 CONTAINERS PER CASE	LB	10	10	0.42	
U69	8910	00	926	6048	EGGS, SHELL, FRESH, CHILL, MEDIUM, US GRADE A, 30 DOZEN PER CASE	DZ	30	36	2.37	
W95	8920	01	E36	0148	WAFFLES, FZN, BROWN AND SERVE, 144 WAFFLES PER CASE	CS	1			
Y17	8930	01	E36	0020	JELLY, ASSORTMENT, CHILL, 1/2 OZ BOAT OR CUP, INSTITUTIONAL SIZE CASE	CS	1			
Y18	8930	01	E36	0021	PEANUT BUTTER, SMOOTH, CHILL, 1/2 OZ BOAT OR CUP, INSTITUTIONAL SIZE CASE	CS	1			
Y83	8950	01	057	1559	YEAST, BAKERS, CHILL, INSTANT, ACTIVE DRY, GRANULAR FORM, 2 LB BAG, 12 BAGS PER CASE	BG	12	24	0.86	

ATTACHMENT 6 – QCOG LISTING

PRIME VENDOR HAWAII – ATTACHMENT 6

					PART B: 1Q COG ITEMS CARRIED BY TAFS'S, FISC YOKOSUKA, AND				
					PRIME VENDOR'S GUAM, SINGAPORE AND EUROPE				
QIC	STOCK NUMBER				ITEM DESCRIPTION	UNIT ISS	CS PK	CS CUB	CS WGT
					CONFECTIONS AND FOOD PRODUCTS:				
					CHOCOLATE				
L0010	8925	01	E09	0892	CANDY BAR, BABY RUTH 2.1 OZ EA	EA	288	1.49	42.8
L0020	8925	01	E09	1925	CANDY BAR, BUTTERFINGER 2.1 OZ EA	EA	288	1.28	43.2
L0030	8925	01	E19	2088	CANDY BAR, HERSHEY MLK CHOC W/ALMOND, 1.55 OZ EA	EA	432	1.26	45.7
L0040	8925	01	E09	6796	CANDY BAR, KIT KAT BAR 1.5 OZ EA	EA	432	1.3	47.4
L0050	8925	01	E09	1303	CANDY BAR, MILKY WAY	EA	360	1.62	52.4
L0060	8925	01	E09	0891	CANDY BAR, NESTLE CRUNCH 1.55 OZ EA	EA	360	1.11	40
L0070	8925	01	E19	2090	CANDY BAR, REESES NUTRAGEOUS 2.8 OZ EA	EA	288	1.54	43.1
L0080	8925	01	E19	5948	CANDY BAR, REESES PEANUT BUTTER CUP	EA	432	2.36	52.3
L0090	8925	01	E09	1302	CANDY BAR, SNICKERS	EA	384	1.47	55
L0100	8925	01	E09	2565	CANDY BAR, THREE MUSKETEERS	PG	360	1.86	53.4
L0110	8925	01	E09	3661	CANDY BAR, TWIX CARAMEL 2.1 OZ EA	EA	360	1.7	51.4
L0120	8925	01	E19	5949	CANDY BAR, YORK PEPPERMINT PATTY	EA	432	1.51	46.2
					NON-CHOCOLATE				
L0200	8925	01	E19	2556	CANDY, PAYDAY 1.85 OZ EA	EA	288	1.37	37.5
L0210	8925	01	E19	2091	CANDY, TWIZZLERS, STRAWBERRY, 2 OZ EA	EA	288	1.7	54
					TROPICAL CLIMATE				
L0320	8925	01	E09	0867	CANDY, M & M PEANUT, 1.74 OZ EA	PG	384	1.82	49.2
L0330	8925	01	E09	1921	CANDY, M & M PLAIN, 1.7 OZ EA	PG	384	1.51	46.3
L0340	8925	01	E09	2653	CANDY, SKITTLES, ORIGINAL	PG	360	1.89	55.4
L0350	8925	01	E19	5952	CANDY, STARBURST FRUIT CHEWS	EA	360	1.27	54.3
L0370	8925	01	E29	2114	CANDY, LIFESAVERS, 5 FLAVORS	EA	300	0.61	26.5
L0380	8925	01	E29	5562	CANDY, JOLLY RANCHER, ASSORTED FLAVORS	PG	216	0.7	20
					NUTS				
L0420	8925	01	E09	1241	NUTS, PEANUTS, HONEY ROASTED 12 OZ CO	CO	12	0.46	10.9
					SNACKS				
L0510	8910	01	E19	2380	CHEDDAR CHEESE SPREAD 8 OZ	CN	12	0.29	8.2
L0550	8920	01	E19	5953	CHIPS AHOY COOKIES 6 OZ	CO	12	0.43	5.9
L0560	8940	01	E19	2677	COMBOS NACHO PRETZEL 1.8 OZ	PG	216	2.53	30.3
L0570	8940	01	E19	2679	COMBOS PEPPERONI PIZZA 1.8	PG	216	2.53	30.3
L0610	8935	01	E19	2249	INST. NOODLES, CHICKEN 2.25	CO	12	0.48	2.7
L0620	8935	01	E19	2248	INST. NOODLES, BEEF 2.25 OZ	CO	12	0.48	2.7
L0630	8935	01	E19	2246	INST. NOODLES, PORK 2.25 OZ	CO	12	0.48	2.7
L0640	8940	01	E09	7809	MICROWAVE, SPAG W/MT 7.5 OZ	EA	12	0.25	6.6
L0650	8940	01	E19	2834	MICROWAVE, CHILE W/BEAN 7.5	EA	12	0.25	6.6
L0660	8940	01	E09	7810	MICROWAVE, BEEF STEW 7.5 OZ	EA	12	0.28	6.6
L0670	8940	01	E09	0081	MICROWAVE POPCORN-1 PK-3 OZ	PG	156	1.97	45.2
L0680	8920	01	E19	5954	OREO COOKIES 5.25 OZ	CO	12	0.27	5
L0690	8920	01	E09	8029	POPTART, STRAWBERRY FROSTED	PG	72	0.85	19.5
L0700	8920	01	E59	4880	POPTART, BLUEBERRY FROSTED	PG	72	0.85	19.5
L0750	8920	01	E19	5955	RITZ CRACKERS 4 OZ	CO	12	0.32	4.1
L0810	8905	01	E19	5956	VIENNA SAUSAGE 5 OZ	CN	48	0.52	19
L0840	8920	01	E09	8189	OREO COOKIES 2 OZ	PG	48	0.54	8.8
L0850	8920	01	E59	4271	NUTTER BUTTER COOKIE 1.9 OZ	PG	48	0.39	7.7
L0860	8905	01	E19	7848	STARKIST CHUNK LT TUNA 4.5	EA	12	0.1	5.7

L0870	8940	01	E19	7812	PRINGLES CRISPS BBQ 5.75 OZ	EA	14	0.8	7.4
L0880	8940	01	E19	7813	PRINGLES CRISPS ORIGINAL 6	EA	14	0.8	7.8
L4020	8940	01	E29	0620	DORITOS NACHO, 1.125 OZ	EA	40	1.26	4
L4030	8940	01	E29	0621	RUFFLES REGULAR CHIPS, 1 OZ	EA	45	1.45	4.3
L4040	8940	01	E29	0622	LAY'S BBQ CHIPS, 1 OZ	EA	45	1.45	4.3
L4050	8905	01	E29	0623	BEEF JERKY, OLD FASHIONED 4	EA	30	1.55	11
L4070	8920	01	E29	5561	PASTRY, BROWN SGR CINN FRST	PG	72	0.85	19.5
L4080	8920	01	E29	5752	RITZ CRACKER-N-CHEEZ .95 OZ	PK	60	0.36	4.9
L4090	8920	01	E29	5753	CHEWY GRANOLA BAR, VARTY PK	EA	120	0.57	9.2
L5000	8905	01	E29	6776	BEEF SNACK, JERKY 1.8 OZ	EA	96	1.77	14
					TOBACCO PRODUCTS:				
					CIGARETTES				
L0950	8975	01	E08	0277	NEWPORT FILTER KING TAX PD	BX	30	1.32	17.7
L0960	8975	01	E08	0506	MARLBORO FILTER KING BOX TP	BX	60	2.7	39.2
L0970	8975	01	E08	0507	MARLBORO LT FLTR KING BX TP	BX	60	2.7	39.2
					TOBACCO, SMOKELESS				
L1000	8975	01	E08	0275	COPENHAGEN	CN	180	0.76	19.1
L1010	8975	01	E08	0494	SKOAL LONG CUT WINTERGREEN	CN	90	0.36	9.4
					TOILETRIES:				
					DEODORANTS				
L1430	8510	01	E08	0496	RIGHT GD SPT STK FRSH 2 OZ	EA	12	0.12	3.4
L1450	8510	01	E08	0508	SECRET WIDE SOLID REG. 1.7	EA	12	0.12	2.5
					LOTIONS/CREAMS				
L1610	6508	01	E08	0224	VASELINE INT. CARE 325 ML	EA	12	0.34	10
					MISCELLANEOUS				
L1730	6515	02	E08	0490	QTIPS COTTON SWABS (170 CT)	BX	144	2.25	35.5
L1770	8520	01	E08	2286	DESENEX A/F SPRAY PWDR 4 OZ	EA	12	0.27	5.4
					MOUTHWASH				
L1800	8520	01	E08	0230	LISTERINE REGULAR 250 ML	EA	12	0.28	8.3
L1810	8520	01	E08	0497	SCOPE ORIGINAL 250 ML	EA	12	0.36	8.4
					RAZORS				
L2120	8530	01	E08	1164	GILLETTE MACH3	EA	36	0.83	8
					RAZOR BLADES				
L2220	8530	01	E08	0510	GILLETTE MACH3 CART. (4 PK)	PG	72	0.33	5
					SHAVE CREAM				
L2320	8520	01	E08	0241	GILLETTE FOAMY REG 6.25 OZ	EA	12	0.21	6.9
					SHAMPOO				
L2410	8520	01	E08	0499	PERT PLUS, NORMAL 6.8 OZ	EA	12	0.2	7
L2420	8520	01	E08	0245	SUAVE BALSAM PROTEIN 15 OZ	EA	12	0.4	14
L2430	8520	01	E08	2285	HEAD & SHOULDERS, CLSC 14.2 OZ	EA	12	0.36	13.1
					SOAP				
L2500	8520	01	E08	0500	DIAL 4.5 OZ	EA	72	0.48	24.5
L2510	8520	01	E08	0247	DOVE, WHITE 3.5 OZ	EA	48	0.32	11.9
L2540	8520	01	E08	0501	LEVER 2000 (2 PK) 4.5 OZ	PG	24	0.49	15.3
L2560	8520	01	E08	0505	COAST BAR (3 PK) 5 OZ	PG	18	0.35	16
					TOOTHPASTE				
L2610	8520	01	E08	0253	COLGATE REGULAR 4.6 OZ	EA	24	0.3	8.6
L2630	8520	01	E08	0255	CREST REGULAR 4.6 OZ	EA	24	0.27	8.7
					TOOTHBRUSH				
L2710	8530	01	E08	0511	ORAL-B 40 CONTROL GRIP	EA	72	0.37	4.5
					SUNDRIES:				
					BATTERIES				
L2800	6135	01	E08	0257	BATTERY, AA ALK (4 PK)	PG	48	0.36	11.5
					MISCELLANEOUS				
L2920	7930	01	E08	0262	KIWI SHOE POLISH, BLK PASTE	CN	144	0.69	19.3

L2930	5340	01	E08	0263	MASTER PADLOCK, PIN TUMBLER	EA	24	0.37	11.8
L2980	7930	01	E08	0855	BOUNCE FABRIC SOFTENER, SINGLE SHEET (25 CT)	EA	15	0.45	4.8
			PART C: 1Q COG ITEMS CARRIED BY FISC YOKOSUKA, PRIME VENDOR GUAM, PRIME VENDOR EUROPE, AND LANTFLT OILERS The 1Q COG items listed in Part B and Part C of this Chapter are carried by the TAFS's, FISC Yokosuka, Prime Vendor Guam, Prime Vendor Singapore and Prime Vendor Europe. All items listed below are also available from LANTFLT oilers, but not from PACFLT oilers.						
					CANNED SODA, 12 OZ CAN				
L3200	8960	01	E12	2016	COCA COLA	BX	24	0.5	25
L3210	8960	01	E12	2018	DIET COCA COLA	BX	24	0.5	25
L3220	8960	01	E12	2017	DIET PEPSI COLA	BX	24	0.5	25
L3230	8960	01	E12	2020	DR. PEPPER	BX	24	0.5	25
L3240	8955	01	E09	7272	ICED TEA	CS	24	0.43	21
L3250	8960	01	E12	2019	MT. DEW	BX	24	0.5	25
L3260	8960	01	E12	2015	PEPSI COLA	BX	24	0.5	25
L3270	8960	01	E12	2014	ROOT BEER	BX	24	0.5	25
L3280	8960	01	E12	2013	SEVEN-UP	BX	24	0.5	25
L3290	8960	01	E12	2012	SPRITE	BX	24	0.5	25
					SPORT BEVERAGE, CAN				
L3500	8960	01	E09	1683	GATORADE LEMON LIME, 11.6	CS	24	0.51	20
L3510	8960	01	E29	0617	RED BULL ENERGY DRINK, 8.3	CS	24	0.34	15.4
					PREMIUM BEVERAGE, 11.5 OZ CAN				
L3600	8955	01	E09	1964	SNAPPLE LEMON ICED TEA	CS	24	0.47	21
L3610	8960	01	E19	1552	SNAPPLE KIWI STRAWBERRY	CS	24	0.47	21
					WATER, 20 OZ BOTTLE				
L3700	8960	01	E19	6669	AQUAFINA	CS	24	1.1	30

ATTACHMENT 7 – MONTHLY FILL RATE REPORT

PRIME VENDOR HAWAII – ATTACHMENT 7

Fill Reports for 01/18/XXXX - 01/18/XXXX											
			Ord	Cs	Cs		Fill	Extended			
Line	NSN	Description	Amt	Order	Ship	NIS	Rate	Price	Excl	Comment	Dept
N3704x MWR											
PO # N3704XXXXXXX		RDD : 01/18/07									
1		BREAD DOUGH, WHITE, FZN, UNBKD, 24/18.25 OZ BX, L7	5 CS	5	5	0	100	$145.20			
2		CHICKEN BREAST, FZN, SKNLS, BNLS, 5 OZ, 6/5 LB PG,	150 LB	5	5	0	100	$504.00			
3		CHICKEN, 8 PIECE, FZN, RTC, BROIL/FRY, 4/10 LB PG,	240 LB	6	6	0	100	$350.40			
4		VEG, CORN, GOLDEN, FZN, WHOLE KERNEL, 12/2.5 LB PG	4 CS	4	4	0	100	$127.20			
5		VEG, PEAS AND CARROTS, FZN, 12/2.5 LB PG	4 CS	4	4	0	100	$125.76			
		Totals for N37043		24	24	0	100	$1,252.56			
N6273x Galley											
PO # N6273570120412		RDD : 01/18/07									
1		VEG, BEANS, REFRIED, 6/NO. 10 CN, B50	1 CS	1	1	0	100	$28.14			
2		VEG, CORN, WHOLE KERNEL, GOLDEN, 6/NO. 10CN, C06	1 CS	1	1	0	100	$20.10			
3		VEG, MUSHROOMS, STEMS & PIECES, 24/16 OZ CN, C73	2 CS	2	2	0	100	$104.64			
4		FRUIT, PEARS, BARTLETT, HALVES, LT SYRUP, 6/NO. 10	1 CS	1	1	0	100	$26.28			
5		VEG, POTATOES, DEHY, SLICED, 4/5 LB BG, D51	1 CS	1	1	0	100	$40.96			
6		VEG, POTATOES, GRANULES, INST, DEHY, 6/NO. 10 CAN,	2 CS	2	2	0	100	$85.08			
7		VEG, TOMATOES, DICED, W/NAT JUICE, 6/NO. 10 CN, D8	2 CS	2	2	0	100	$41.04			
8		CEREAL, ASSORTED, MIL SPECIAL, INDIV SER, 1/72 CT	4 CS	4	4	0	100	$109.48			
9		CEREAL, ROLLED OATS, QUICK COOKING, 24/18 OZ BX, E	1 CS	1	1	0	100	$45.84			
10		FLOUR, WHITE, BREAD FLOUR, BLEACHED, 4/10 LB BG, F	2 CS	2	2	0	100	$40.64			
11		FLOUR, WHEAT, GENERAL PURPOSE (NOT FOR BREAD), 4/1	2 CS	2	2	0	100	$40.24			
12		RICE, PARBOILED, LONG GRAIN, 6/10 LB BG, G10	2 CS	2	2	0	100	$75.60			
13		RICE, JASMINE,6/10 LB CO, G12	2 CS	2	2	0	100	$76.92			
14		TACO SHELLS, CORN, PREFORMED, 1/200 CT CASE	1 CS	1	1	0	100	$16.89			
15		SOUP, CHICKEN W/RICE, CONDENSED, 12/50OZ CN	1 CS	1	1	0	100	$40.20			
16		DRESSING, RANCH, 6/32 OZ CO	4 CS	4	4	0	100	$93.60			
17		PUDDING, CHOCOLATE, RTU, 6/NO. 10 CN, J94	1 CS	1	1	0	100	$27.30			
18		SALAD OIL, VEGETABLE, 3/1 GAL CO	3 CS	3	3	0	100	$87.12			
19		CORN OIL, LIQUID, DEEP-FRY, 2/10 QT CO	3 CS	3	3	0	100	$119.52			
20		CATSUP, TOMATO, 24/14 OZ GLASS BT, M20	2 CS	2	2	0	100	$48.48			
21		CATSUP, TOMATO, 6/NO. 10 CN, M21	2 CS	2	2	0	100	$39.84			
22		OLIVES, GREEN, PITTED, 12/1 QT JR, M97	1 CS	1	1	0	100	$40.44			
23		MAYONNAISE, REGULAR, 12/32 OZ JR	2 CS	2	2	0	100	$87.36			
24		SUGAR, WHITE, REFINED, GRANULATED, 1/8 OZ PG, 12/1	2 CS	2	2	0	100	$32.88			

PRIME VENDOR HAWAII – ATTACHMENT 7

25		BEEF FAJITA STRIPS, FZN, RAW, SEASONED, 5/10 LB PG	1 CS	1	0	1	0	$0.00	1	Exceeds 300%, AMD 18, sold 127 MTD	
26		BEEF CHUCK, POT ROAST, FZN, US CHOICE, 5/10-14 LB	55 LB	1	1	0	100	$240.35			
27		BEEF, DRIED, SLICED, FZN, 1/5 LB PG	10 LB	2	2	0	100	$64.40			
28		CHICKEN, 8 PIECE, FZN, RTC, BROIL/FRY, 4/10 LB PG,	160 LB	4	4	0	100	$233.60			
29		FISH, COD, FILLETS, FZN, SKINLESS, GRADE A EQUIV,	45 LB	1	1	0	100	$261.00			
30		TURKEY, BNLS, FZN, RAW, WHITE/DARK MEAT, W/SKIN, N	41 LB	1	1	0	100	$112.75			
31		HAM, BNLS, CHL, CKD, PULLMAN, W/NAT JUICES, 4X6, V	126 LB	3	3	0	100	$501.48			
32		CHEESE, CHEDDAR, PROCESSED, SHRD, MILD, SHREDDED,	40 LB	2	2	0	100	$117.20			
33		EGGS, SHELL, FRESH, MEDIUM, US GRADE A, 30 DZ/CO,	6 CS	6	6	0	100	$196.20			
34		VEG, ASPARAGUS, FZN, ALL GREEN, CUTS & TIPS, 6/2.5	2 CS	2	2	0	100	$76.44			
35		VEG, BROCCOLI FLORETS, FZN, 12/2 LB PG, S66	2 CS	2	2	0	100	$69.12			
36		VEG, CAULIFLOWER, IQF, W/O SAUCE, 12/2 LB PG, S76	1 CS	1	1	0	100	$33.36			
37		VEG, CORN, GOLDEN, FZN, WHOLE KERNEL, 12/2.5 LB PG	1 CS	1	1	0	100	$31.80			
38		VEG, ONION RINGS, PREFORMED, BRD, FZN, 8/2 LB PG,	3 CS	3	3	0	100	$122.16			
39		VEG, POTATOES, FZN, FRENCH FRIES, 6/5 LB BG, T34	3 CS	3	3	0	100	$70.38			
40		VEG, SUCCOTASH, FZN, 12/2.5 LB PG	1 CS	1	1	0	100	$38.40			
41		VEG, MIXED, FZN, 12/2.5 LB PG, T52	1 CS	1	1	0	100	$33.00			
42		TORTILLAS, WHEAT FLOUR, FZN, 10 INCH, 18/12 CT BG,	1 CS	1	1	0	100	$39.96			
43		BURRITOS, FZN, BEEF AND BEAN, 4 OZ EA,6/12 CT PG,	1 CS	1	1	0	100	$25.26			
44		YEAST, BAKERS, CHILL, INSTANT, ACTIVE, 12/2 LB BG,	1 CS	1	1	0	100	$36.60			
		Totals for N62735		83	82	1	98.8	$3,672.05			
W9CZY? - US ARMY											
PO # W9CZYS70150019		RDD : 01/18/07									
1		ARMY ONLY, MEAL KIT W/DRINK, CHICKEN SALAD/RAVIOLI	26 CS	26	26	0	100	$3,205.02			
2		ARMY ONLY, MEAL KIT W/DRINK, BEEF BARBECUE/MACARON	25 CS	25	25	0	100	$3,081.75			
		Totals for W9CZYS		51	51	0	100	$6,286.77			
		Report Totals		316	314	2	98.13	22422.76	1		
				1							
		Revised Total		315	314		99.68				

ATTATCHMENT 8 – EXPERIENCE/PAST PERFORMANCE CHART

EXPERIENCE

OPERATING COMPANY

INFORMATION	LOCAL BRANCH INFORMATION
Number of year's experience as a Prime Vendor/regular dealer	
Number of accounts serviced as a prime Vendor/regular dealer similar in complexity to the proposed contract	
The total number of customers/accounts currently serviced under a prime vendor/ regular dealer arrangement	
The total number of delivery points currently serviced under the prime vendor/regular dealer arrangement cited above.	
Prime Vendor/regular dealer sales dollar volume for the latest yearly reporting period for the above accounts.	
Total orders processed on a weekly basis, on average, for your largest account based on latest yearly reporting period.	

THE FOLLOWING PAST PERFOMANCE INFORMATION APPLIES TO THE OPERATING COMPANY – NOT THE CORPORATION

PRIME VENDOR HAWAII – ATTACHMENT 8

PLEASE PROVIDE THE APPROPRIATE INFORMATION BELOW FOR YOUR 5 HIGHEST DOLLAR VALUE CONTRACTS, FOR THE PAST 3 YEARS. If you have Government contracts that are not included with the five highest dollar value contracts, then use blocks 4 and 5 for your Government contracts regardless of their dollar value.

	Account 1	**Account 2**	**Account 3**	**Account 4**	**Account 5**
Customer Name **Delivery Location** **City & State**					
Customer's point of Contact and phone number					
Annual dollar value					
Fill rate/Without substitutions*					
Fill rate/With substitutions*					
Number of deliveries per week					
Number of delivery Locations supported Per week					
Average number ofline items per location per week					
Past Performance Continued	**Account 1**	**Account 2**	**Account 3**	**Account 4**	**Account 5**

PRIME VENDOR HAWAII – ATTACHMENT 8

Length of time this account has been serviced					
Contracting Agency (if applicable)					
Contract Number					
Contracting Officer's Name and Phone Number					

***The fill rate shall be calculated as follows:**

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

PLEASE INDICATE THE AMOUNT OF SUPPLIES/SERVICES SUBCONTRACTED TO THE BELOW GROUPS, AS

A PERCENTAGE OF THE TOTAL CONTRACT DOLLAR VALUE:

	Account 1	Account 2	Account 3	Account 4	Account 5
Small Business	%	%	%	%	%
Small Disadvantaged Business	%	%	%	%	%
Women Owned Business	%	%	%	%	%

MENTORING BUSINESS AGREEMENT (MBA'S)

	Agreement 1	Agreement 2	Agreement 3	Agreement 4	Agreement 5
Name of Company Mentored/P.O.C./ Telephone Number					
Areas of Developmental Assistance (Mgmt./Technical)					
Time Period of Agreement					

PRIME VENDOR HAWAII – ATTACHMENT 8