

**Statement of Work**  
**Subsistence**  
**Blanket Purchase Agreement**

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## 1. Introduction

The United States Property and Fiscal Office for Arkansas (USPFO-AR) proposes to establish Subsistence Blanket Purchase Agreements (BPA) for the Arkansas National Guard (AR NG). The Arkansas National Guard is comprised of over 100 Units throughout Arkansas. The approximate total of personnel supported for weekend training is 5,000 (Friday, Saturday, Sunday; two to five meals per person) and 8,000 persons for Annual Training periods for (15 to 21 continuous days; 15 to 30 meals per person). Annual Training periods are May through July and primarily located in Fort Smith and North Little Rock, AR.

### 1.1 Abbreviations

Arkansas Army National Guard	AR ARNG
United States Property and Fiscal Office	USPFO
Contracting Officer's Representative	COR
Point of Contact	POC
Annual Training	AT
Inactive Duty Training	IDT
United States Department of Agriculture	USDA
United States Department of Commerce	USDC
Code of Federal Regulations	CFR
Technical Bulletin - Medical	TB Med 530
Performance Work Statement	PWS
Directorate of Logistics	DOL
Meal Ready to eat	MRE
Army Food Information System	AFMIS
Required Delivery date	RDD
Camp J T Robinson	CJTR
Fort Chaffee Joint Maneuver Training Center	FMTC

### 1.2 Scope

1.2.1. This requirement is for deliveries of subsistence items to multiple training locations of the Arkansas National Guard. The anticipated period of the (BPA) will begin on 01 July 2023 and run for a period of five years or until the one-million-dollar purchase agreement limit is met.

1.2.2. The contractor shall acquire, store, and complete deliveries of subsistence items requested by the AR NG from the consolidated price list to Army Units and Air Wings throughout Arkansas.

1.2.3. The contractor shall be capable of acquiring, storing, and delivering the following categories of items: chilled products; frozen fish, meat, poultry; semi-perishable food items (e.g. canned foods, condiments, sauces, spices, seasonings, fats, oils, confectionery, nuts, sugars, etc.); frozen foods, (e.g. fruits, vegetables, prepared foods

other than fish, meat, and poultry); fresh fruits and vegetables; cereals (hot and cold); eggs; dairy and ice cream products; beverage and juices; and bakery products.

1.2.4. All subsistence items, including the acquiring, storing, and delivering, shall meet health / sanitation standards required by United States Department of Agriculture (USDA), the Food and Drug Administration (FDA), the Department of Health, and Army Regulations. A requirement, regulation or statute that is more stringent than another is superseding.

1.2.5. Contractor must have available at least ninety-five percent (95%) of the items and quantities ordered. The Contractor shall provide a minimum ninety-eight percent (98%) fill-rate per month. The fill-rate will be calculated by dividing the number of units received on the due date by the number of units ordered. Food products ordered and shipped will be in accordance with the submitted order and will be the same item as in order, or better to include brand name of product. Substitutions are authorized when meeting the following criteria: Contractor must get approval of substitute items from the Contracting Officer (KO) or the Contracting Officer's Representative (COR) prior to the required delivery date/time (RDD).

## **2. General Requirements**

### **2.1 Incidental Non-Personal Services**

This is a supply acquisition for subsistence items. The Government shall neither supervise nor control the method by which the contractor performs its requirements.

### **2.2 Business Relations**

The contractor shall coordinate all activity needed to successfully execute delivery orders. The contractor shall manage the timeliness, completeness, and quality of performance. The contractor will ensure its employees act safely, professionally, and ethically during the performance of this contract.

### **2.3 Communications between Contractor and Government**

The contractor shall designate a single point of contact for communication between the contractor and the Government. This person shall be designated when submitting an offer. All communications with the Government shall be conducted through the Contracting Officer's Representative (COR), the Contract Specialist (CS), or the Contracting Officer (KO).

### **2.4 Subcontract Management**

The contractor may add subcontractors to their team after notification and written approval by the Contracting Officer. The contractor shall be responsible and accountable for all subcontract management and performance of this requirement.

## **2.5 Contractor Availability**

The contractor shall be available and responsive to Government communications at a minimum of Monday through Friday, except US Federal Holidays, between the hours of 0900 to 1600 Central Standard Time.

## **2.6 Travel Costs**

No payments or adjustments shall be made for any travel-related costs incurred during performance of this agreement.

## **2.7 Pricing**

2.7.1. Pricing will be as low or lower than those charged to the Contractor's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment. Prices will not include any Federal, State, or local taxes from which this agency of the Government is exempt.

2.7.2 Contract pricing will be based on delivered product categories to each Arkansas National Guard established location. There are generally two (2) meals provided each weekend (one weekend per month) for each unit. However, it is possible that some units will require only one meal per weekend, or more than two per weekend. Vendors shall consider this accordingly.

2.7.3. Food items not yet listed on the requested food items list, which will be required during the resulting period, will be based on the vendor price list in effect until changed by market conditions.

## **2.8 Completion of the BPA**

The BPA will terminate once the agreement ceiling is reached or five years from the date of issuance; whichever occurs first. All quantities included in the solicitation are estimates. The estimates do not obligate the Government beyond the guaranteed minimum over the life of the agreement.

## **2.9 Required Reports**

2.9.1 The Contractor will provide the FDA and Arkansas Health Dept. annual inspection reports to the COR upon request.

## **2.10. Invoicing**

2.10.1. After completion of a Delivery Order (DO), the contractor shall invoice through Wide Area Workflow (WAWF) at <https://wawf.eb.mil>. After acceptance of the invoice, payment will be made via electronic funds transfer (EFT) directly into the contractor's

bank account identified in the System for Award Management (SAM). It is the contractor's responsibility to ensure their registration and account information is current in SAM.

2.10.2. The contractor agrees to accept the government purchase card (GPC) for external orders or occasional emergency orders.

### **3. Ordering System / Order Placement / Delivery Orders**

3.1. A Contracting Officer in coordination with Deputy Chief of Staff Logistics Food Service Manager will be the ordering activity. However, at a future date the COR may require more ordering activities or delivery locations be brought online. The Government reserves the right to issue more or less than one DO each week. The contractor shall be capable of adapting and responding to ARNG emergency situations for unspecified requirements.

3.2. Contractor shall not be required to split subsistence cases lower than industry standards.

3.3. The Arkansas National Guard uses the Army Food Management System (AFMIS) to generate and account for food. A copy of the approved Grocery Support Form will be emailed to the contractor with a delivery location and required delivery date (RDD). The Contracting Officer or the Food Service Manager is the only person authorized to approve and send orders to the vendor. These estimates do not obligate the Arkansas National Guard. Only the Contracting Officer is authorized to issue a delivery order, negotiate changes to the delivery order, or otherwise modify, substitute, adjust or terminate or cancel the delivery order.

3.4. The Contractor will appoint, in writing, a single Point of Contact (and one alternate) for administration and problem resolution to the Contracting Officer at the time of award. Contractor will provide documentation of new appointments within ten (10) calendar days of any changes

### **4. Required Security Training**

4.1. Access and General Protection: Contractor and all associated sub-contractors' personnel shall provide all information required for background checks to meet installation access requirements to be accomplished by installation provost marshal office, director of emergency services, or security office. Contractor workforce must comply with all personal identification verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by the Department of Defense, (DoD), Headquarters Department of the Army (HQDA), and / or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation

change, the Government may require changes in contractor security matters or processes.

4.2. National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB): For contractors that do not require CAC, but require access to a DoD facility or installation, the contractor, subcontractor, and all employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05 / AR 190-13), applicable installation, facility, and area commander installation / facility access, and local security policies and procedures, provided by government representative, or at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

## **5. Government Furnished Property (GFP)**

No GFP shall be provided in performance of this Blanket Purchase Agreement.

## **6. Quality**

### **6.1 Food Items.**

6.1.1 The government project manager will conduct random product quality audits at the customer level for items for the purpose of verifying whether an item's quality and characteristics meet or exceed the contractually specified criteria.

6.2. Contractor Quality Control Plan (QCP): The contractor shall develop and maintain a QCP to ensure acquiring, storing, delivery, and subsistence provided, meet the applicable statutes, regulations, and standards set forth in this SOW. The Contractor's QCP is how he assures himself that his work complies with the requirement of the contract. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective product and services.

6.2.1. A draft QCP is required at the time of quote submission. The finalized QCP will be accepted by the Government at the time of the award of the BPA. The Contracting Officer may notify the Contractor of required modifications to the plan during the period of performance. Any modifications to the program during the period of performance shall be provided to the Contracting Officer for review no later than 10 working days prior to effective date of the change.

6.2.2. The QCP shall be subject to the Government's review and approval. The Government may find the QCP "unacceptable" whenever the Contractor's procedures

do not accomplish quality control objective(s). The Contractor shall revise the QCP within 5 working days from receipt of notice that QCP is found "unacceptable."

6.3 Specific Guidelines for Labeling, Packaging, Shipping, and Delivery: All subsistence items, including the acquiring, storing, and delivering, shall meet health and sanitation standards required by United States Department of Agriculture (USDA), the Food and Drug Administration (FDA), the Department of Health, and Army Regulations. A requirement, regulation, or statute that is more stringent than another is superseding.

6.3.1. Labeling: Labeling shall be in accordance with commercial labeling requirements complying with the Federal Food, Drug and Cosmetic Act and regulations promulgated thereunder. All products must include readable dates, (e.g., use by date, date of production, date of processing/pasteurization, etc.) according to industry standards, State and Federal statutes, and Army Regulation.

6.3.1.1. Dairy products shall have at least 50% shelf life remaining, and at a minimum, milk products shall be delivered within 72 hours after pasteurization.

6.3.1.2. Sour cream shall be delivered within 7 days after pasteurization.

6.3.1.3. All cheeses must have 50% shelf life remaining.

6.3.1.4. Butter shall be delivered within 30 days after pasteurization.

6.3.2. Fresh Fruits and Vegetables: Fresh fruit and vegetables shall be free from decay, well colored, and possess characteristics normally associated with U.S. No. 1 quality or better.

6.3.2.1. It is recognized that fresh produce is in short supply during certain seasons of the year. When requested quantities of fresh food stuffs are not available, the contractor may substitute canned or frozen produce after written notice to the COR. Canned and frozen vegetables and fruit should be Grade B standard or better (water pack or IQF if available).

6.3.3. Meat and Poultry: All meat and poultry items shall meet the minimum requirements of Table I-1, DA Pam 30-22; Operating Procedures for the Army Food Program.

6.3.3.1. Ground beef shall be no less than 85% lean, 15% fat.

6.3.4. Packaging: All packaging shall be in accordance with good commercial practice.

6.3.4.1. Non-perishable items requiring protection from heat shall be shipped and stored in temperatures below 70 degrees Fahrenheit. Items requiring chilled conditions shall be shipped and stored under refrigeration of 34-40 degrees Fahrenheit.

6.3.4.2. Beef, veal, lamb, and pork products shall be packaged in a vacuum process or individually wrapped in plastic food wrapping.

6.3.4.3. To assure that the receiving unit may properly handle and store items, standard commercial precautionary markings, (e.g., "KEEP FROZEN", "KEEP REFRIGERATED", etc.) shall be used on the shipping box when appropriate.

6.4 Sanitation & Warehousing: The contractor shall maintain a sanitary program which complies with, at a minimum, the Code of Federal Regulations (CFR, ref. Appendix A.), Title 21, part 110, to ensure sanitation and warehousing practices for food are monitored and evaluated in accordance with current industry standards.

6.4.1. Contractor will provide the Contracting Officer a copy of their food sanitation inspection reports that have been conducted by the supporting local, state, or government supporting activity within fifteen days of award. The reports must have been completed within the preceding six-months. The most recent inspection report shall be due to the COR within fifteen days after request.

6.4.2. Without prior notice, contractor shall allow Government inspectors on site to inspect delivery trucks, buildings, and food storage locations.

6.4.3. The contractor shall maintain a stored products pest management program that assures pest management practices for food and other co-located non-food items are monitored and evaluated in accordance with current industry standards. These standards shall include, but are not limited to, 21 CFR part 110, ref., Good Manufacturing Practices; the Federal Insecticide, Fungicide and Rodenticide Act (as amended), and pertinent State and local laws and regulations. This Stored Products Pest Management Program shall be incorporated into the vendors QCP.

## **7. Delivery**

### **7.1. Delivery Vehicles**

7.1.1. Delivery shall be made by the prime contractor or by a subcontractor who has prior approval from the Contracting Officer to make deliveries.

7.1.2. Delivery vehicles used to deliver items under this agreement shall be subject to inspection for sanitation.

7.1.3. Delivery vehicles shall be clean and closed and covered under an insurance plan.

## 7.2. Delivery Schedules

7.2.1. Date of delivery will be provided with each individual order. Delivery shall follow a standard delivery schedule: Monday – consumption for Tuesday and Wednesday, Wednesday - consumption for Thursday and Friday, Friday- consumption for Saturday, Sunday, and Monday. Occasional Saturday deliveries may be required. Acceptable delivery time is 7:00 a.m. to 4:00 p.m. Any deliveries outside these times must be coordinated with the COR.

7.2.2. Deliveries will not be made on Federal holidays: New Year's Day, Dr. Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day, unless approved by the Contracting Officer.

7.2.3. The Vendor will be responsible to deliver subsistence items to unit armories no earlier than three days prior to the consumption date.

7.2.4. Each subsistence order at the unit/armory level must be delivered in one delivery. Incomplete deliveries are not acceptable.

## 7.3. Transportation / Inspection / Acceptance

7.3.1. When transporting subsistence items, vehicles shall be maintained in good sanitary condition to prevent contamination and be set at appropriate temperatures. Supplies transported in vehicles that are not sanitary, or that are not equipped to maintain prescribed temperatures, may be rejected without further inspection.

7.3.2. Items not meeting the standards shall be replaced within a reasonable amount of time (not to exceed 24 hours), which at a minimum, will allow the item to be properly prepared in time for the appropriate meal. Replacement will be at no cost to the Government.

7.3.3. A Government representative will inspect all items upon delivery. An itemized delivery document shall be delivered with each shipment listing date of order; itemized list of food and nonfood supplies; quantity ordered; quantity delivered/issued, and total price of the order. A unit representative will sign the Vendor's itemized delivery document acknowledging acceptance of those items. Unit representative and Vendor will each keep a signed copy.

## **8. Safety**

8.1. The contractor and its subcontractors shall comply with Public Law 91-596 (Occupational Safety and Health Act (OSHA)) and the Environmental, Safety, and Occupational Health (ESOH) (DODD 4715.1E).

8.2. The contractor shall promptly report mishaps involving damage to Government property injury to Government personnel and to cooperate in any resulting safety investigation.

## **9. References**

Armed Forces Recipe Card:

<https://quartermaster.army.mil/jccoe/publications/recipes/cover.pdf>

Army Regulation 40-25,

[https://armypubs.army.mil/ProductMaps/PubForm/Details.aspx?PUB\\_ID=1002833](https://armypubs.army.mil/ProductMaps/PubForm/Details.aspx?PUB_ID=1002833)

DA Pam 30-22; Operating Procedures for the Army Food Program

Code of Federal Regulation Title 21,

<http://uscode.house.gov/browse/prelim@title21&edition=prelim>

Directory of Sanitary Approved Food Establishments for Armed Forces Procurement, HSC Circular 40-1

Food and Drug Administration Cosmetic Act

<https://www.fda.gov/regulatoryinformation/lawsenforcedbyfda/federalfooddrugandcosmeticticactfdact/default.htm>

[http://www.quartermaster.army.mil/jccoe/Operations\\_Directorate/QUAD/Meal\\_Kits\\_Policy.pdf](http://www.quartermaster.army.mil/jccoe/Operations_Directorate/QUAD/Meal_Kits_Policy.pdf)

Tri-Service Food Code,

[https://armypubs.army.mil/epubs/DR\\_pubs/DR\\_a/pdf/web/ARN15052\\_TB\\_MED\\_530\\_FINAL.pdf](https://armypubs.army.mil/epubs/DR_pubs/DR_a/pdf/web/ARN15052_TB_MED_530_FINAL.pdf)

United States Department of Agriculture, <https://www.usda.gov>

Public Law 91-596 (Occupational Safety and Health Act (OSHA)) and the Environmental, Safety, and Occupational Health (ESOH) (DODD 4715.1E).

<https://safety.army.mil/ON-DUTY/Workplace/Policy>

Attachments:

A – Sample Food Order

B - Current Delivery Locations