

CUI  
SPE300-22-R-0025 SUBSISTENCE PRIME VENDOR HAWAII  
Statement of Work

SF1449 - CONTINUATION SHEET

ADMINISTRATIVE DATA/DELIVERY SCHEDULE

CONTINUATION OF THE BLOCKS ON PAGE 1 (SF 1449)

**BLOCK 8** (continued)

**OFFER DUE DATE/LOCAL TIME: NOVEMBER 4, 2022  
5:00 P.M. US EASTERN TIME**

NOTE: This solicitation and any amendments shall be signed by each Joint Venture / Partner and submitted along with each offer. Only one originally signed copy of this solicitation document is required for submission.

All offers are required to be uploaded to the DLA Internet Bid Boards System (DIBBS). Please visit the DIBBS website to submit your proposal: <https://www.dibbs.bsm.dla.mil>.

**BLOCK 9** (continued):

**NOTE: The DLA Internet Bid Boards System (DIBBS), IS NOW THE ONLY form of transmission for submission of initial proposals. Please visit the DIBBS website to submit your proposal: <https://www.dibbs.bsm.dla.mil>. As directed by the Contracting Officer, facsimile and e-mail may be used during discussions/negotiations, if discussions/negotiations are held, for proposal revision(s), including Final Proposal revision(s).**

**BLOCK 17A (Continued):**

OFFERORS: SPECIFY

CAGE CODE:

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

FOREIGN BUSINESS (Circle.....YES – OR -- NO)

PRIMARY COMPANY POC/NEGOTIATOR: \_\_\_\_\_

PHONE #: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

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**BLOCK 17B (CONTINUED)**

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

OFFEROR'S assigned DUNS Number:

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**AUTHORIZED NEGOTIATORS:**

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

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**BLOCKS 19-24 (CONTINUED): SEE STATEMENT OF WORK**

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CAUTION NOTICE

NOTICE TO OFFERORS

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

In accordance with FAR 52.225-25, each offeror must certify that the offeror, and any person owned or controlled by the offeror, does not engage in any activity for which sanctions may be imposed under section 5 of the Iran Sanctions Act. Each offeror shall update its System for Award Management (SAM) certifications and/or by submission of an offer, make the above certification (See FAR 52.212-3, paragraph (o)).

DLA Troop Support Point of Contact:

**Matthew.Ligato@dla.mil, Kimberly.Szczepkowicz@dla.mil and**  
**Elizabeth.Difrancesco@dla.mil**

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**CONTRACTOR CODE OF BUSINESS ETHICS**

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

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

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**CAUTION NOTICE**

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

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

**DUE DATE FOR THE QUESTIONS IS SEPTEMBER 28, 2022, 3:00 PM, US EASTERN TIME.**

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

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

Name of Firm  
Name and Title of Representative  
Address of Firm  
E-Mail Address  
Phone Number  
Size of Business  
Questions

This information may be emailed to Kimberly Szczepkowicz, Matthew Ligato and Elizabeth DiFrancesco at [Matthew.ligato@dla.mil](mailto:Matthew.ligato@dla.mil), [Kimberly.Szczepkowicz@dla.mil](mailto:Kimberly.Szczepkowicz@dla.mil) and [Elizabeth.Difrancesco@dla.mil](mailto:Elizabeth.Difrancesco@dla.mil)

***NOTE: Vendors are encouraged to carefully review the solicitation before developing questions for submission. Answers to questions will be provided via amendment.***

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***Did You Remember To:***

Number	Reminder	Check
1	Print and distribute the past performance questionnaire (page 161) to your contract holders?	
2	Identify your authorized negotiators above as required (page 2)? Did you identify which negotiator will serve as the primary point of contact (page 2)?	
3	Use the Market Basket spreadsheet for submission of your pricing information?	
4	Prepare and return all proposals through DIBBS using the instructions in Attachment 4.	
5	<b>Submit (1) digital copy of each MANUFACTURER’S quote using the official DLA Price Documentation sheet of this Attachment for every item listed on the Market Basket spreadsheet (ONE COPY OF THE QUOTE FOR EACH INDIVIDUAL ITEM IN THE MARKET BASKET)? Identify the item number from the Market Basket that it supports on the quote sheet? Submit the quotes in item number sequence? Submit quotes that are dated no earlier than September 21, 2022. Was each line on the Official DLA Price Documentation sheet completed by the manufacturer? Are FOB Origin Terms clearly identified on the quote? Is the NAPA discount clearly identified on the quote and removed from the Product Price? Refer to solicitation for actual requirements. Is the item clearly identified as an MPA Item?</b>	
6	Submit a list of CONUS and OCONUS “Distribution Facility(s)” or “Places of Performance(s)” that will directly support the proposed customers (page 155, Factor I)? Warehouses functioning as backups should be designated as such.	
7	Have you filled out all certifications and representations in solicitation or submitted a copy of your firm’s Online Representations and Certifications Applications (“ORCA”) Registration from System for Award Management (“SAM”) website?	
8	<b>Limit your technical proposal to no more than 75 pages. An additional 50 pages will be allowed for supporting documentation such as lease and carrier agreements. Font must be Times New Roman size 12. Pages must be single sided.</b>	
9	Submit your best offer?	

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

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<b>ADDENDUM TO FAR 52.212-4 – Contract Terms and Conditions – Commercial Items</b>
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**Contract Terms and Conditions -- Commercial Items (NOV 2021)**

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

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

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

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

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

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

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of

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any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices.  
An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.



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(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ( 31 U.S.C.3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

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

(i) Payment.-

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

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

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

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

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

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

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

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

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

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

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

(A) The date fixed under this contract.

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

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

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

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

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

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

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

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

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

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

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

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

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

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

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

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

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(t) [Reserved]

(u) Unauthorized Obligations.

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

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

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

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

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

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

(End of clause)

*Alternate I* (Nov 2021). When a time-and-materials or labor-hour contract is contemplated, substitute the following paragraphs (a), (e), (i), (l), and (m) for those in the basic clause.

(a) *Inspection/Acceptance.* (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

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

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

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

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

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

(B) Terminate this contract for cause.

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

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

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

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

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

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

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

(e) *Definitions.* (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause-

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

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

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

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

(iii) "Materials" means-

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

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

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

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

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

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(iv) "Subcontract" means any contract, as defined in FAR subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

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

(i) *Hourly rate.*

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

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

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

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

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

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

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

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

(ii) *Materials.*



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

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

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

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

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

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

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

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

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

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

(2) *Indirect Costs (Material Handling, Subcontract Administration, etc.)*. The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price:*[Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each*

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*order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None')."]*

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

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

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

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

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

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

(B) The Contractor's timekeeping procedures;

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

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

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

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

(B) Any documents supporting payment of those invoices.

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

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

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

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

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

(D) Contractor point of contact.

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

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

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

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(iii) *Final Decisions*. The Contracting Officer will issue a final decision as required by 33.211 if-

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

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

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

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

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

(A) The date fixed under this contract.

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

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

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

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

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

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under

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this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

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

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

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

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

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

(9) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

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

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted

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from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon 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 it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

<b>52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2022)</b>
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- (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 products and commercial services:
- (1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
  - (2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).
  - (3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
  - (4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).
  - (5) [52.233-3](#), Protest After Award (AUG 1996) ( [31 U.S.C. 3553](#)).
  - (6) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ( [19 U.S.C. 3805 note](#))).

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(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 products and commercial services:

[Contracting Officer check as appropriate.]

- \_\_\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (NOV 2021) ( [41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).
- \_\_\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) ( [41 U.S.C. 3509](#))).
- \_\_\_ (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.)
- \_\_\_ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ( [31 U.S.C. 6101 note](#)).
- \_\_\_ (5) [Reserved].
- \_\_\_ (6) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- \_\_\_ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- \_X\_ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) ( [31 U.S.C. 6101 note](#)).
- \_X\_ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ( [41 U.S.C. 2313](#)).
- \_\_\_ (10) [Reserved].
- \_\_\_ (11) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) ( [15 U.S.C. 657a](#)).
- \_X\_ (12) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) ( [15 U.S.C. 657a](#)).



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\_\_\_ (13) [Reserved]

\_X\_ (14)

X(i) [52.219-6](#), Notice of Total Small Business Set-Aside (NOV 2020) ( [15 U.S.C. 644](#)).

\_X\_ (ii) Alternate I (MAR 2020) of [52.219-6](#).

\_\_\_ (15)

(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (NOV 2020) ( [15 U.S.C. 644](#)).

\_\_\_ (ii) Alternate I (MAR 2020) of [52.219-7](#).

\_X\_ (16) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ( [15 U.S.C. 637\(d\)\(2\)](#) and (3)).

\_\_\_ (17)

\_\_\_ (i) [52.219-9](#), Small Business Subcontracting Plan (NOV 2021) ( [15 U.S.C. 637\(d\)\(4\)](#)).

\_\_\_ (ii) Alternate I (NOV 2016) of [52.219-9](#).

\_\_\_ (iii) Alternate II (NOV 2016) of [52.219-9](#).

\_\_\_ (iv) Alternate III (JUN 2020) of [52.219-9](#).

\_\_\_ (v) Alternate IV (SEP 2021) of [52.219-9](#).

\_\_\_ (18)

\_\_\_ (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ( [15 U.S.C. 644\(r\)](#)).

\_\_\_ (ii) Alternate I (MAR 2020) of [52.219-13](#).

\_X\_ (19) [52.219-14](#), Limitations on Subcontracting (SEP 2021) ( [15 U.S.C. 637s](#)).

\_\_\_ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (SEP 2021) ( [15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

\_\_\_ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) ( [15 U.S.C. 657f](#)).



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\_X\_ (22)

X (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (SEP 2021) ( [15 U.S.C. 632\(a\)\(2\)](#)).

\_X\_ (ii) Alternate I (MAR 2020) of [52.219-28](#).

\_\_ (23) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) ( [15 U.S.C. 637\(m\)](#)).

\_\_ (24) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) ( [15 U.S.C. 637\(m\)](#)).

\_\_ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ( [15 U.S.C. 644\(r\)](#)).

\_\_ (26) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ( [15U.S.C. 637\(a\)\(17\)](#)).

\_\_ (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).

\_X\_ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (JAN 2022) (E.O.13126).

\_X\_ (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

\_X\_ (30) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).

\_\_ (ii) Alternate I (FEB 1999) of [52.222-26](#).

\_X\_ (31)

(i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ( [38 U.S.C. 4212](#)).

\_\_ (ii) Alternate I (JUL 2014) of [52.222-35](#).

\_\_ (32)

(i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ( [29 U.S.C. 793](#)).

\_\_ (ii) Alternate I (JUL 2014) of [52.222-36](#).

\_\_ (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ( [38 U.S.C. 4212](#)).

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\_\_\_ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

\_\_\_ (35)

(i) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ( [22 U.S.C. chapter 78](#) and E.O. 13627).

\_\_\_ (ii) Alternate I (MAR 2015) of [52.222-50](#) ( [22 U.S.C. chapter 78](#) and E.O. 13627).

X\_\_\_ (36) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)

\_\_\_ (37)

(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.)

\_\_\_ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

\_\_\_ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

\_\_\_ (40)

(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (OCT 2015) of [52.223-13](#).

\_\_\_ (41)

(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun2014) of [52.223-14](#).

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- \_\_\_ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ( [42 U.S.C. 8259b](#)).
- \_\_\_ (43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
  - \_\_\_ (ii) Alternate I (JUN 2014) of [52.223-16](#).
- \_\_\_ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- \_\_\_ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).
- \_\_\_ (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).
- \_\_\_ (47)
  - (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).
  - \_\_\_ (ii) Alternate I (JAN 2017) of [52.224-3](#).
- \_\_\_ (48) [52.225-1](#), Buy American-Supplies (Nov 2021) ( [41 U.S.C. chapter 83](#)).
- \_\_\_ (49)
  - (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2021) ( [41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
  - \_\_\_ (ii) Alternate I (JAN 2021) of [52.225-3](#).
  - \_\_\_ (iii) Alternate II (JAN 2021) of [52.225-3](#).
  - \_\_\_ (iv) Alternate III (JAN 2021) of [52.225-3](#).
- \_\_\_ (50) [52.225-5](#), Trade Agreements (OCT 2019) ( [19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- \_\_\_ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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- \_\_\_ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302Note](#)).
  - \_\_\_ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ( [42 U.S.C. 5150](#)).
  - \_\_\_ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ( [42 U.S.C. 5150](#)).
  - \_\_\_ (55) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021).
  - \_\_\_ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov2021) ( [41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
  - \_\_\_ (57) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) ( [41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
  - \_X\_ (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ( [31 U.S.C. 3332](#)).
  - \_\_\_ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ( [31 U.S.C. 3332](#)).
  - \_X\_ (60) [52.232-36](#), Payment by Third Party (MAY 2014) ( [31 U.S.C. 3332](#)).
  - \_X\_ (61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ( [5 U.S.C. 552a](#)).
  - \_\_\_ (62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ( [15 U.S.C. 637\(d\)\(13\)](#)).
  - \_X\_ (63) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( [46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).
  - \_\_\_ (ii) Alternate I (APR 2003) of [52.247-64](#).
  - \_\_\_ (iii) Alternate II (Nov 2021) 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 just or Executive orders applicable to acquisitions of commercial products and commercial services:

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*[Contracting Officer check as appropriate.]*

- \_\_\_ (1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ( [41 U.S.C. chapter 67](#)).
- \_\_\_ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 2014) ( [29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- \_\_\_ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) ( [29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- \_\_\_ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( [29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- \_\_\_ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ( [41 U.S.C. chapter 67](#)).
- \_\_\_ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ( [41 U.S.C. chapter 67](#)).
- \_\_\_ (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- \_\_\_ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- \_\_\_ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ( [42 U.S.C. 1792](#)).

(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, as defined in FAR [2.101](#), on the date of award of this contract, 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

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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 products or commercial services. 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 (NOV 2021) ( [41 U.S.C. 3509](#)).
- (ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).
- (iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ( [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 the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (vi) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- (vii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).

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- (viii) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ( [38 U.S.C. 4212](#)).
- (ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ( [29 U.S.C. 793](#)).
- (x) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ( [38 U.S.C. 4212](#)).
- (xi) [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](#).
- (xii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ( [41 U.S.C. chapter 67](#)).
- (xiii)
  - (A) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ( [22 U.S.C. chapter 78](#) and E.O 13627).
  - (B) Alternate I (MAR 2015) of [52.222-50](#) ( [22 U.S.C. chapter 78](#) and E.O. 13627).
- (xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) ( [41 U.S.C. chapter 67](#)).
- (xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ( [41 U.S.C. chapter 67](#)).
- (xvi) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (E.O. 12989).
- (xvii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xix)
  - (A) [52.224-3](#), Privacy Training (Jan 2017) ( [5 U.S.C. 552a](#)).
  - (B) Alternate I (JAN 2017) of [52.224-3](#).

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- (xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
  - (xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ( [42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
  - (xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ( [46 U.S.C. 55305](#) 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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

*Alternate I* (FEB 2000). As prescribed in [12.301\(b\)\(4\)\(i\)](#), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

*Alternate II* (MAY 2022). As prescribed in [12.301\(b\)\(4\)\(ii\)](#), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

- (d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 ( [5 U.S.C. App.](#)), or an authorized representative of either of the foregoing officials shall have access to and right to—
  - (i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and
  - (ii) Interview any officer or employee regarding such transactions.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial products or commercial services, other than—
  - (i) *Paragraph (d) of this clause*. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and



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(ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

- (A) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) ( [41 U.S.C. 3509](#)).
- (B) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).
- (C) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).
- (D) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (E) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ( [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 the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (F) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- (G) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O. 11246).
- (H) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ( [38 U.S.C. 4212](#)).
- (I) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ( [29 U.S.C. 793](#)).
- (J) [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](#).
- (K) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ( [41 U.S.C. chapter 67](#)).
- (L) \_\_\_\_ (1) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ( [22 U.S.C. chapter 78](#) and E.O 13627).

\_\_\_\_ (2) Alternate I (MAR 2015) of [52.222-50](#) ( [22 U.S.C. chapter 78 and E.O. 13627](#)).

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- (M) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ( [41 U.S.C. chapter 67](#)).
- (N) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ( [41 U.S.C. chapter 67](#)).
- (O) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (Executive Order 12989).
- (P) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- (Q) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (R) (I) [52.224-3](#), Privacy Training (JAN 2017) ( [5 U.S.C. 552a](#)).

(2) Alternate I (JAN 2017) of [52.224-3](#).

- (S) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302](#) Note).
- (T) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) ( [42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (U) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( [46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

<b>52.252-2</b>	<b>CLAUSES INCORPORATED BY REFERENCE</b>
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This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

- FAR: <https://www.acquisition.gov/far/index.html>;
- DFARS: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>
- DLAD: <http://www.dla.mil/Acquisition/Documents/DLAD%20Rev%205.htm>

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*The following additional clauses are incorporated by reference:*

<u>CLAUSE NUMBER</u>	<u>TITLE/ DATE</u>
252.201-7000	Contracting Officer's Representative DFARS (DEC 1991)
52.203-3	Gratuities FAR (APR 1984)
252.203-7000	Requirements Relating to Compensation of Former DOD Officials DFARS (SEP 2011)
252.203-7002	Requirement to Inform Employees of Whistleblower Rights DFARS (SEP 2013)
252.203-7003	Agency Office of the Inspector General DFARS (AUG 2019)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper FAR (MAY 2011)
52.204-7	System for Award Management FAR (OCT 2018)
52.204-9	Personal Identity Verification of Contractor Personnel FAR (JAN 2011)
52.204-13	System for Award Management Maintenance FAR (OCT 2018)
52.204-16	Commercial and Government Entity Code Reporting FAR (AUG 2020)
52.204-17	Ownership or Control of Offeror FAR (AUG 2020)
52.204-18	Commercial and Government Entity Code Maintenance FAR (AUG 2020)
52.204-19	Incorporation by Reference of Representations and Certifications FAR (DEC 2014)
52.204-20	Predecessor of Offeror FAR (AUG 2020)
252.204-7003	Control of Government Personnel Work Product DFARS (APR 1992)
252.204-7004	Level I Antiterrorism Awareness Training for Contractors DFARS (FEB 2019)
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting DFARS (DEC 2019)
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support DFARS (MAY 2016)

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<u>CLAUSE NUMBER</u>	<u>TITLE/ DATE</u>
52.204-9000	Contractor Personnel Security Requirements DLAD (JUL 2015)
252.205-7000	Provision of Information to Cooperative Agreement Holders DFARS (DEC 1991)
52.207-4	Economic Purchase Quantity—Supplies FAR (AUG 1987)
52.208-9	Contractor Use of Mandatory Sources of Supply or Services FAR (MAY 2014)
52.209-7	Information Regarding Responsibility Matters FAR (OCT 2018)
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country That is a State Sponsor of Terrorism DFARS (MAY 2019)
52.211-17	Delivery of Excess Quantities FAR (SEPT 1989)
252.211-7006	Passive Radio Frequency Identification DFARS (DEC 2019)
252.211-7007	Reporting of Government-Furnished Property DFARS (AUG 2012)
52.212-1	Instructions to Offerors -- Commercial Items FAR (JUN 2020)
52.212-2	Evaluation -- Commercial Items FAR (NOV 2021)
52-222-29	Notification of Visa Denial FAR (APR 2015)
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan FAR (MAR 2015)
52.225-14	Inconsistency Between English Version and Translation of Contract FAR (FEB 2000)
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification FAR (JUN 2020)
252.225-7001	Buy American and Balance of Payments Program DFARS (DEC 2017)
252.225-7002	Qualifying Country Sources as Subcontractors DFARS (DEC 2017)
252.225-7005	Identification of Expenditures in the United States DFARS (JUN 2005)
252.225-7012	Preference for Certain Domestic Commodities DFARS (MAY 2022)
252.225-7021	Trade Agreements—Basic DFARS (SEP 2019)

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<u>CLAUSE NUMBER</u>	<u>TITLE/ DATE</u>
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States DFARS (OCT 2015)
252.225-7041	Correspondence in English DFARS (JUN 1997)
252.225-7048	Export-Controlled Items DFARS (JUN 2013)
252.225-7975	Additional Access to Contractor and Subcontractor Records (DEVIATION 2020-O0001) (NOV 2019)
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns DFARS (APR 2019)
52.228-3	Workers' Compensation Insurance (Defense Base Act) FAR (JUL 2014)
52.228-5	Insurance -- Work on a Government Installation FAR (JAN 1997)
52.229-3	Taxes – Federal, State and Local Tax FAR (FEB 2013)
252.229-7000	Invoices Exclusive of Taxes or Duties DFARS (JUN 1997)
52.232-17	Interest FAR (MAY 2014)
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports DFARS (DEC 2018)
252.232-7008	Assignment of Claims (Overseas) DFARS (JUN 1997)
252.232-7010	Levies on Contract Payments DFARS (DEC 2006)
52.233-3	Protest after Award FAR (AUG 1996)
252.233-7001	Choice of Law (Overseas) DFARS (JUN 1997)
52.233-9001	Disputes – Agreement to Use Alternative Dispute Resolution (DEC 2016)
52.242-13	Bankruptcy FAR (JUL 1995)
52.242-15	Stop-Work Order FAR (AUG 1989)
252.243-7001	Pricing of Contract Modifications DFARS (DEC 1991)
52.245-1	Government Property FAR (JAN 2017)

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<u>CLAUSE NUMBER</u>	<u>TITLE/ DATE</u>
52.245-9	Use and Changes FAR (APR 2012)
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property DFARS (APR 2012)
252.245-7002	Reporting Loss of Government Property DFARS (DEC 2017)
252.245-7003	Contractor Property Management System Administration DFARS (APR 2012)
252.245-7004	Reporting, Reutilization, and Disposal DFARS (DEC 2017)
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations DFARS (OCT 2010)
52.247-34	F.O.B. Destination FAR (JAN 1991)
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels FAR (FEB 2006)
52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984)
252.247-7022	Representation of Extent of Transportation by Sea DFARS (JUN 2019)
252.247-7023	Transportation of Supplies by Sea DFARS (FEB 2019)
52.251-1	Government Supply Sources FAR (APR 2012)
252.251-7000	Ordering From Government Supply Sources DFARS (AUG 2012)
52.252-2	Clauses Incorporated by Reference FAR (FEB 1998)
52.253-1	Computer Generated Forms FAR (JAN 1991)

The following additional clauses are set forth in full text:

<b>52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (NOV 2021)</b>
--

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting

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Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial product and commercial service exception.* For a commercial product and commercial service exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include-

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.*, wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for certified cost or pricing data.* If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in [Table 15-2](#) of FAR [15.408](#), which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in [Table 15-2](#) are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

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(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR [15.406-2](#).

(End of Provision)

*Alternate I (Oct2010).* As prescribed in [15.408\(l\)](#) (and see [15.403-5\(b\)\(1\)](#)), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic provision:

(b)(1) The offeror shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in the following format: *[Insert description of the data and format that are required, and include access to records necessary to permit an adequate evaluation of the proposed price in accordance with [15.408](#), [Table 15-2](#), Note 2. The description may be inserted at the time of issuing the solicitation, or the Contracting Officer may specify that the offeror's format will be acceptable, or the description may be inserted as the result of negotiations.]*

*Alternate II (Oct1997).* As prescribed in [15.408\(l\)](#), add the following paragraph (c) to the basic provision:

(c) When the proposal is submitted, also submit one copy each to: (1) the Administrative Contracting Officer, and (2) the Contract Auditor.

*Alternate III (Oct1997).* As prescribed in [15.408\(l\)](#), add the following paragraph (c) to the basic provision (if Alternate II is also used, redesignate the following paragraph as paragraph (d)).

(c) Submit the cost portion of the proposal via the following electronic media: *[Insert media format, e.g., electronic spreadsheet format, electronic mail, etc.]*

*Alternate IV (Oct2010).* As prescribed in [15.408\(l\)](#), replace the text of the basic provision with the following:

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: *[Insert description of the data and the format that are required, including the access to records necessary to permit an adequate evaluation of the proposed price in accordance with [15.403-3](#).]*

<b>52.216-1</b>	<b>Type of Contract (Apr 1984)</b>
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The Government contemplates award of an Indefinite Delivery/Indefinite Quantity /Fixed Price with Economic Price Adjustment contract resulting from this solicitation.



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<b>52.216-19      Order Limitations (Oct 1995)</b>
--

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

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of     N/A     [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.

<b>252.203-7005 Representation Relating to Compensation of Former DoD Officials (NOV 2011) DFARS</b>
--

(a) *Definition.* "Covered DoD official" is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C.

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207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

<b>252.229-7001    Tax Relief – Basic (APR 2020) DFARS</b>
--

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

NAME OF TAX: (Offeror insert)

RATE (PERCENTAGE): (Offeror insert)

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

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

(End of clause)

<b>252.243-7002    Requests for Equitable Adjustment (Dec 2012) DFARS</b>
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a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

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

(Official's Name)

(Title)

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- (c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including:
- (1) Certified cost or pricing data, if required, in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and
  - (2) Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.
- (d) The certification requirement in paragraph (b) of this clause does not apply to:
- (1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or
  - (2) Final adjustments under an incentive provision of the contract.

**Procurement Note: L01 Electronic Award Transmission (SEP 2016)**

Notice of awards are provided to suppliers by either:

- (1) Electronic email containing a link to the electronic copy of the Department of Defense (DD) Form

1155, Order for Supplies or Services, on the DIBBS; or

- (2) Electronic Data Interchange (EDI) 850 utilizing American National Standards Institute (ANSI) X12 Standards through a DLA transaction services approved Value Added Network (VAN).

Information regarding EDI, ANSI X12 transactions and DLA transaction services approved Value Added Networks (VANs) can be obtained at <https://www.transactionservices.dla.mil/daashome/edi-vanlistdla.asp>.

**Procurement Note: L02 Electronic Order Transmission (SEP 2016)**

Offerors shall identify one of the following alternatives for paperless order transmission:

( ) American National Standards Institute (ANSI) X12 Standards through a DLA transaction services approved value added network (VAN).

( ) Electronic mail (email) award notifications containing web links to electronic copies of the Department of Defense (DD) Form 1155, Order for Supplies or Services.

Email notification requires registration on the DLA internet bid board system (DIBBS) home page at <https://www.dibbs.bsm.dla.mil/>.

If the offeror elects ANSI/VAN order transmission, DLA will send Electronic Data Interchange (EDI) transaction sets at time of award. The contractor shall acknowledge receipt of transaction

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sets with a functional acknowledgement or order receipt message within 24 hours. If the award transaction set is received on a weekend or Federal holiday, the acknowledgement must be received on the next working day. This acknowledgement will confirm that the contractor's interface with the system is working as needed for contract ordering.

Note: Information regarding EDI, ANSI X12 transactions, and DLA transaction services approved VANs can be obtained from the DAAS web site by going to <https://www.transactionservices.dla.mil/daashome/edi-vanlist-dla.asp>.

<b>Procurement Note: L06 Agency Protests (DEC 2016)</b>
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Interested parties may file an agency level protest with the contracting officer or may request an independent review by the chief of the contracting office (CCO). Independent review by the CCO is an alternative to consideration by the contracting officer and is not available as an appellate review of a contracting officer decision on a protest previously filed with the contracting officer. Absent a clear indication of the intent to file an agency level protest with the CCO for independent review, protests will be presumed to be protests to the contracting officer.

<b>DLA PACKAGING REQUIREMENTS FOR PROCUREMENT</b>
---

(1) Additional Packaging and Marking Requirements:

(a) Prohibited cushioning and wrapping materials: Use of asbestos, excelsior, newspaper, shredded paper (all types, including wax paper and computer paper), and similar hygroscopic or non-neutral materials and all types of loose-fill materials, including polystyrene, is prohibited for application such as cushioning, fill, stuffing, and dunnage. In addition, the use of yellow wrapping or packaging material is prohibited except where used for the containment of radioactive material.

(b) MIL-STD-129 establishes requirements for contractors that ship packaged materiel to the Government to provide both linear bar codes and two-dimensional (2D) symbols on shipping labels. Shipping labels with 2D symbols are referred to as Military Shipping Labels (MSL) and are required on all CONUS and OCONUS shipments with the following exceptions:

(1) Subsistence items procured through full-line food distributors (prime contractors), "market ready" type items shipped within the Continental United States (CONUS) to customers within CONUS;

(2) Any item for which ownership remains with the contractor until the item is placed in designated locations at the customer location prior to issuance to the customer. Government control begins upon placement of the item by the contractor into the designated location or issuance from the designated location by contractor personnel (i.e., the contractor is required to stock bins at the customer location and/or issue parts from a contractor controlled parts room).

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(3) Bulk petroleum, oil and lubricant products delivered by pipeline; or tank car, tanker and tank trailer for which the container has a capacity greater than 450 L (119 gallons) as a receptacle for a liquid; a maximum net mass greater than 400 kg (882 pounds) and a capacity greater than 450123 L (119 gallons) as a receptacle for a solid; or a water capacity greater than 454 kg (1000124 pounds) as a receptacle for a gas.

(4) Medical items procured through Customer Direct suppliers or prime contractors that do not enter the Defense Transportation System.128

(5) Delivery orders when the basic contract has not been modified to require MIL-STD-129.

(c) MIL-STD-129 provides numerous illustrations of what should be bar-coded and the recommended placement of the bar code. Further information is available on the DLA Packaging Web Site at:  
<http://www.dla.mil/LandandMaritime/Offers/Services/TechnicalSupport/Logistics/Packaging.aspx>.

(2) Requirements for Treatment of Wood Packaging Material (WPM)

(a) Assets packed in or on wood pallets, skids, load boards, pallet collars, wood boxes, reels, dunnage, crates, frames, and cleats must comply with the Heat Treatment (HT) or Heat Treatment/Kiln Dried (HT/KD) (continuous at 56 degrees Centigrade for 30 minutes) standard in 09/19/2016 5

DoD Manual 4140.65-M "Compliance for Defense Packaging: Phytosanitary Requirements for Wood Packaging Material (WPM)". WPM must be stamped or branded with the appropriate certification markings as detailed in DOD 4140.65-M and be certified by an accredited American Lumber Standards Committee (ALSC)-recognized agency. The WPM certification markings must be easily visible, especially in pallet loads, to inspectors.

<b>SANITARY CONDITIONS</b>
----------------------------

(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 Public Health Command (USAPHC ) Circular 40-1, Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement, (Worldwide Directory) (available at:

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<http://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDAApprovedFoodSources.aspx> ). Compliance with the current edition of DoD Military Standard 3006A, Sanitation Requirements for Food Establishments, is mandatory for listing of establishments in the Worldwide Directory. Suppliers also agree to inform the Contracting Officer immediately upon notification that a facility is no longer sanitarily approved and/or removed from 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, Poultry and Egg Inspection Directory," published by the United States Department of Agriculture, Food Safety and Inspection Service (USDA, FSIS), at <http://www/fsis.usda.gov/wps/portal/fsis/topics/inspection/mpi-directory> . The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to the Federal Meat and Poultry Products Inspection Acts must be listed in 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 by the USDA, Agriculture Marketing Service (AMS) 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 by the USDA FSIS at [http://apps.ams.usda.gov/plantbook/Query\\_Pages/PlantBook\\_Query.asp](http://apps.ams.usda.gov/plantbook/Query_Pages/PlantBook_Query.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



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Administration Fisheries (USDC, NOAA) (available at: [seafood.nmfs.noaa.gov](http://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 by the U.S. Department of Health and Human Services, Food and Drug Administration (USDHHS, FDA) at

<http://www.fda.gov/Food/GuidanceRegulation/FederalStateFoodPrograms/ucm2007965.htm>.

These plants may serve as sources of pasteurized milk and milk products as defined in Section I of the “Grade ‘A’ Pasteurized Milk Ordinance” (PMO) published by the USDHHS, FDA at <http://www.fda.gov/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/Milk/default.htm>.

(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/AMSV1.0/getfile?dDocName=STELPRD3651022> ) may serve as sources of manufactured or processed dairy products as listed by the specific USDA product/operation code. Plants producing products not specifically listed by USDA product/operation code must be Worldwide Directory listed (e.g., plant is coded to produce cubed cheddar but not shredded cheddar; or, plant is coded for cubed cheddar but not cubed mozzarella). Plants listed in Section II and denoted as “P” codes (packaging and processing) must be Worldwide Directory listed.

(viii) Oysters, clams and mussels from plants listed in the “Interstate Certified Shellfish Shippers Lists” (ICSSL), published by the USDHHS, FDA at <http://www.fda.gov/food/guidanceregulation/federalstatefoodprograms/ucm2006753.htm>.

(3) Establishments exempt from Worldwide Directory listing. Refer to AR 40-657/NAVSUPINST 4355.4H/MCO P1010.31H, Veterinary/Medical Food Safety, Quality Assurance, and Laboratory Service, for a list of establishment types that may be exempt from Worldwide Directory listing. (AR 40-657 is available from National Technical Information Service, 5301 Shawnee Road, Alexandria, VA 22312 ; 1-888-584-8332 ; or download from web site: [http://www.apd.army.mil/pdffiles/r40\\_657.pdf](http://www.apd.army.mil/pdffiles/r40_657.pdf) ) For the most current listing of exempt plants/products, see the Worldwide Directory (available at: <http://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDApprovedFoodSources.aspx>).

(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

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have or may lead to product contamination or adulteration, the Contracting Officer will suspend the work until such conditions are remedied to the satisfaction of the appropriate inspection agency. Suspension of the work shall not extend the life of the contract, nor shall it be considered sufficient cause for the Contractor to request an extension of any delivery date. In the event the Contractor fails to correct such objectionable conditions within the time specified by the Contracting Officer, the Government shall have the right to terminate the contract in accordance with the “Default” clause of the contract.

(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.

<b>NON-ACCEPTABILITY OF GOVERNMENT SURPLUS MATERIAL</b>
---

(a) Definition.

“Surplus material,” as used in this clause, means new, unused material that was purchased and accepted by the U.S. Government and subsequently sold by the DLA Disposition Services, by Contractors authorized by DLA Disposition Services, or through another Federal Government surplus program. The terms “surplus” and “Government surplus” are used interchangeably in this clause.

(b) The Government has determined that offers of surplus material will not be considered for this acquisition.

<b>REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES</b>
--

The Contractor shall remove or obliterate from a rejected end item and its packing and packaging, any marking, symbol, or other representation that the end item or any part of it has been produced or manufactured for the United States Government. Removal or obliteration shall be accomplished prior to any donation, sale, or disposal in commercial channels.



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<b>FOOD AND DRUG ADMINISTRATION (FDA) COMPLIANCE - DLA TROOP SUPPORT MEDICAL AND SUBSISTENCE</b>
--

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 contiguous 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.

<b>SOCIOECONOMIC PROPOSAL</b>
-------------------------------

Whether or not required to submit a subcontracting plan by the clause 52.219-9, all offerors shall:

- (a) Provide a description of the efforts your company will make to assure that small, women-owned, historically underutilized business zone(s) (HUB Zone), veteran-owned, service-disabled veteran-owned small business (SDVOSB), and economically disadvantaged women-owned small business concerns, and historically black colleges/universities or minority institutions (HBCUs/MIs) will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and planned proposed range of services, supplies, and any other support that will be provided to you by each of these categories. Include specific names of subcontractors to the extent they are known.
- (b) Describe any future plans your company has for developing additional subcontracting opportunities for each of these categories during the contract period.
- (c) Specify what proportion of your proposal, as a percentage of dollars, will be subcontracted to each of these categories.
- (d) Specify what type of performance data you will accumulate and provide to the Contracting Officer regarding your support of each of these categories during the period of contract performance. Provide the name and title of the individual principally responsible for ensuring company support to such firms.

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<b>SAFETY OF LIFE AT SEA (SOLAS)</b>
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1. SOLAS requires that the Verified Gross Mass (VGM) of all loaded containers be provided to the ocean carrier and terminal representative before any container is lifted onboard a vessel. Additional information on these requirements is included in Military Surface Deployment and Distribution Command Customer Advisory found at <https://www.sddc.army.mil/res/Pages/advisories.aspx>.

2. It is the Subsistence Prime Vendor's responsibility to ensure all information and documentation submitted is accurate so that containers will not be delayed during transit. The Subsistence Prime Vendor is advised that a container missing the VGM certification may not be loaded onboard the vessel and may be denied entry to the port facility. Any discrepancies in the VGM could result in additional charges and/or cargo being frustrated within the transportation pipeline. The Subsistence Prime Vendor will be responsible for costs incurred for delays due to improper or erroneous documentation, including documentation related to SOLAS requirements. The U.S. Government is not responsible for any costs resulting from or related to delays associated with these SOLAS requirements or improper documentation.

3. The Subsistence Prime Vendor is responsible for ensuring its continued compliance with transportation related laws and regulations applicable to performance under this contract.

<b>FEDERAL FOOD, DRUG AND COSMETIC ACT-WHOLESALE MEAT ACT</b>
---

(a) The Contractor warrants that the supplies delivered under this contract comply with the Federal Food, Drug and Cosmetic Act and the Wholesome Meat Act and regulations promulgated there under. This warranty will apply regardless of whether or not the supplies have been:

(1) Shipped in interstate commerce,

(2) Seized under either Act or inspected by the Food and Drug Administration or Department of Agriculture.

(3) Inspected, accepted, paid for or consumed, or any or all of these, provided however, that the supplies are not required to comply with requirements of said Acts and regulations promulgated there under when a specific paragraph of the applicable specification directs otherwise and the supplies are being contracted for military rations, not for resale.

(b) The Government shall have six months from the date of delivery of the supplies to the government within which to discover a breach of this warranty. Notwithstanding the time at which such breach is discovered, the Government reserves the right to give notice of breach of this warranty at any time within this six-month period or within 30 days after expiration of such period, and any such notice shall preserve the rights and remedies provided herein.

(c) Within a reasonable time after notice to the Contractor of breach of this warranty, the Government may, at its election:

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(1) Retain all or part of the supplies and recover from the Contractor, or deduct from the contract price, a sum the Government determines to be equitable under the circumstances;

(2) Return or offer to return all or part of the supplies to the Contractor in place and recover the contract price and transportation, handling, inspection and storage costs expended therefore; provided, that if the supplies are seized under either Act or regulations promulgated there under, such seizure, at Government option, shall be deemed a return of supplies within the meaning of this clause and thereby allow the government to pursue the remedy provided herein. Failure to agree to any deduction or recovery provided herein shall be a dispute within the meaning of the clause of this contract entitled "Disputes".

(d) The rights and remedies provided by this clause shall not be exclusive and are in addition to other rights and remedies provided by law or under this contract, nor shall pursuit of a remedy herein or by law either jointly, severally or alternatively, whether simultaneously or at different times, constitute an election of remedies.

<http://www.fda.gov/Food/FoodDefense/default.htm>

[http://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/food\\_defense\\_check.pdf](http://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/food_defense_check.pdf)

Any warehouse/storage facility used by the Prime Vendor to store food products intended for DLA customers must be inspected for sanitation and food defense compliance during Joint Quality Audits performed by USDA-AMS' and DLA Troop Support 's Quality Auditors or by USDA-AMS's Auditors as requested/directed by DLA.

Note: If the Prime Vendor stores, distributes, processes, and/or ships fresh fruits and vegetables (i.e. produce) to DLA customers, the USDA Guidance for fresh fruits and vegetables is the USDA-AMS Good Agricultural Practices (GAP) Verification Directory or the USDA-AMS Good Handling Practices (GHP)/Verification Directory for fresh fruits and vegetables. As applicable, a Hazard Analysis and Critical Control Point (HACCP) Audit will be performed if a fresh-cut operation is performed at the Prime Vendor's facility. Bulk Fresh fruits and vegetable suppliers must be inspected and listed under the USDA-AMS GAP and/or the GHP Directory.

<http://www.fda.gov/Food/FoodDefense/default.htm>

[http://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/food\\_defense\\_check.pdf](http://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/food_defense_check.pdf)

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<b>WARRANTIES</b>
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The supplies furnished under the resultant contract(s) shall be covered by the most favorable commercial warranties that the Prime Vendor gives to any of its customers, whether Government or commercial. The supplies and the rights and remedies provided therein are in addition to, and do not limit, any rights afforded to the Government by FAR 52.212-4(o) "Warranty", "Contract Terms and Conditions-Commercial Items"(OCT 2018) and any addendum contained in the solicitation. The Prime Vendor will provide a copy of its most favorable commercial warranty to the Contracting Officer after award.

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<b>INTRODUCTION</b>
---------------------

This solicitation seeks offers for Subsistence Prime Vendor support to military and other federally funded customers located in Hawaii. This solicitation is being issued as a 100% Small Business Set-Aside. A waiver of the non-manufacturer rule has been approved by the Small Business Administration.

The Defense Logistics Agency-Troop Support (DLA-Troop Support) intends to enter into a Fixed Price Indefinite Delivery Indefinite Quantity (“IDIQ”) contract with Economic Price Adjustment (“EPA”), with a full line food distributor who will act as a Prime Vendor responsible for the supply and delivery of semi-perishable and perishable food items to Hawaii Land and Ship customers. An IDIQ contract 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 contract (FAR 16.504(a)). The Prime Vendor must be capable of supplying all chilled products, semi perishable food products including but not limited to frozen fish, meat and poultry, other frozen foods (prepared foods, etc.), fresh fruits and vegetables, frozen bakery products, beverage base & juices (for dispensers), beverages and juices (non- dispenser), and Government Furnished Material (“GFM”), including but not limited to Unitized Group Rations (“UGRs”), Meals Ready to Eat (“MREs”), Health and Comfort packs (“HCPs”), and other operational rations items (either currently in existence or to be introduced during the term of this contract).

The Government intends to make one award to support both Hawaii Land and Ship customers. The Government will utilize the Best Value Trade Off Source Selection Process as a means of selecting the awardee. This process allows the Government to accept other than the lowest price proposal or other than the highest technically rated proposal to achieve a best value contract award.

The contract shall be for a term of 60 months, with three separate pricing tiers. The first tier shall be for a 24-month period (inclusive of and up to 4-month ramp-up period ). The second tier shall be 18-month performance period immediately following the first tier. The third and final tier will be an additional 18-month performance period directly following the second tier. The prices for all aspects of performance detailed in the Statement of Work (“SOW”) below must be included in the offeror’s fixed Distribution Price(s). Offerors are reminded that fixed price type contracts place the maximum risk and responsibility for all costs, and resulting profit or loss, on the Prime Vendor. Distribution Price(s) will remain fixed for the life of the contract and offeror’s failure to consider the full cost of performance and/or the risks of performing in this region will not serve as a basis to adjust Distribution Price(s). As detailed below, delivered Price(s) are distinct from the aforementioned Distribution Price(s) and therefore should not be included in any way in the latter.

The Prime Vendor will be required to support all authorized DLA customers in Hawaii, (i.e. military shore and/or ship facilities, military training exercise locations, and if required mobile kitchen tents (“MKTs”), ration break points, trailer-transfer points, United States Naval Ship (USNS) and United States Ships (USS) ships.

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Though the solicitation describes existing customers known to the Contracting Officer at the time of the solicitation's issuance, other customers, including military, Department of Defense ("DoD"), or non-DOD, may be added as necessary during the life of any resultant contract. The addition of said customers located within the solicitation's specified region will be at no additional cost to the Government.

*Notes:*

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

<b>ESTIMATED VALUE/GUARANTEED MINIMUM/MAXIMUM QUANTITY:</b>
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ACQUISITION VALUE Hawaii Land and Hawaii Ships.

The total estimated dollar value for Hawaii Land and Hawaii Ships is \$130 million. The maximum dollar value will be \$260 million inclusive of all tiered pricing periods and surge requirements. The guaranteed minimum for the entire contract will be ten percent (10%) of the estimated dollar value, which equates to \$13 million.

Hawaii Land and Hawaii Ships.	
Total Estimated Dollar Value	\$130 million
Maximum Dollar Value (inclusive of all tiered Pricing period and surge)	\$260 million
Guaranteed Minimum (10%)	\$13 million

The Government's legal obligation under each contract shall only be for that guaranteed minimum and shall be satisfied once purchases for that amount have been made.

The Hawaiian islands are the region covered by this solicitation and includes multiple ordering facilities (i.e. customers), as listed in the Deliveries and Performance section of this solicitation. Ordering facilities within the islands of Hawaii can be added and/or subtracted as conditions warrant. As previously described, said additions/subtractions will occur at no additional cost to the Government.



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<b>CONTRACT IMPLEMENTATION PHASE / TRANSITION PLAN</b>
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The contract implementation phase is defined as the ramp-up and/or ramp down period which begins immediately after award and ends when each individual customer supported under the contract has placed its first order under the new contract.

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

- i. Within four (4) months after award, the incumbent Prime Vendor shall be fully prepared to support all customers under the terms and conditions of the new contract. New and fully functional catalogs must be established during this time.
- ii. The incumbent Prime Vendor shall first use existing inventory that is stored at its facility or in the pipeline prior to using inventory purchased under the terms of the new contract, if those items are included on the new contract. Any such items shall be placed on the new catalog(s) at the delivered price as defined by the prior contract and the distribution price as defined by the new contract. The incumbent Prime Vendor shall use the existing product before new product is ordered.
- iii. New product that is ordered during the implementation phase shall only be ordered to replenish old product or to bring in new items requested and approved by the Contracting Officer. This product must be ordered and cataloged at the delivered price defined by the new contract.
- iv. Delivered prices shall be updated on the new catalog(s) in accordance with the terms and conditions of the new contract.

2. In the event that a contract is awarded pursuant to this solicitation to a firm other than the incumbent Prime Vendor, the contract implementation phase will be utilized to ramp-up the new Prime Vendor and ramp-down the incumbent. Ramp-up/down planning shall begin immediately after award. The ramp up/down process is expected to be completed within four (4) months after award. The following terms shall apply:

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

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ii. It is estimated that the incumbent Prime Vendor will remain the principal source of food and non-food supplies for the first four months of the implementation phase.

iii. The incumbent Prime Vendor may have stocked product available for sale to the new Prime Vendor. If available, the new Prime Vendor is required to procure the available product offered for sale from the incumbent Prime Vendor. Any such sale shall be in accordance with the following terms and conditions. Any additional terms beyond those specified below must be agreed upon between the two parties and will be considered a commercial agreement separate from the requirements of the resulting contract from this solicitation and resulting contract.

iv. In accordance with the average demand history for each item, quantities sold to the new Prime Vendor shall be a minimum of 2 months of stock and shall not exceed 4 months of stock, which would account for a total pipeline (stock on-hand and receipted replenishment quantities to include stock levels for surge and sustainment requirements). Products shall be sold to the new Prime Vendor at the “Delivered Price” as defined by The Economic Price Adjustment – Actual Material Costs for Subsistence delivered Price Business Model DLA Troop Support Subsistence Prime Vendor (SPV) Contiguous United States (CONUS) Alaska, and Hawaii. The estimated value for the maximum 4 months of stock (delivered price only) is \$10 million. The new Prime Vendor shall request and obtain supporting invoice documentation from the incumbent Prime Vendor of all items purchased for traceability and price verification purposes. Any other charges by the incumbent Prime Vendor will be billed to the new Prime Vendor separately from the Delivered Price and shall not be included in the new Prime Vendor’s catalog pricing or otherwise reimbursed by the Government.

The new Prime Vendor shall inspect all products prior to acceptance. The following products may be excluded from any required purchase transaction.

- Product that fails to meet minimum contractual requirements (i.e. proper storage, shelf life remaining, etc.);
- Product that does not have sufficient anticipated demand;
- Product that is sourced from Outside Contiguous United States (OCONUS) contractors (i.e. fresh fruits and vegetables, etc.); and or
- Product, the purchase of which would not make economic sense for the new contractor and the Government, alike.

The new contractor will be responsible for determining whether any of the above considerations apply, with the exception of the fourth category, which must have the concurrence of the Contracting Officer.

Once the new Prime Vendor and the incumbent Prime Vendor have agreed upon the products that will be purchased per the considerations provided herein, the incumbent Prime Vendor shall deliver those products to the new Prime Vendor’s warehouse facility

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for inspection and acceptance. A detailed list of all items included in this sale shall be provided to the Contracting Officer to include the product name, stock number, quantity sold, etc.

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

All products purchased by the new Prime Vendor at the “delivered Price” Actual Material Costs for Subsistence delivered Price Business Model shall be used to establish fully functional catalogs under the new contract and provide initial support to the customers under the terms and conditions of the new contract. See below section - Prime Vendor 832 Catalogs.

The new Prime Vendor will only be entitled to 50% of its distribution price for product purchased from the incumbent Prime Vendor in accordance with this section and ultimately deliver to customers under the resulting contract.

The Prime Vendor will be responsible for reporting the remaining inventory purchased from the incumbent Prime Vendor on a weekly basis, or as directed by the contracting officer.

The Prime Vendor shall submit a request to the contracting officer for each item once the stock purchased from the incumbent Prime Vendor is depleted. Thereafter, the contracting officer will update the distribution price applicable to the new inventory.

It is the Government’s intent to have all orders placed under the new contract 4 months after award. The new Prime Vendor shall be prepared to make first order deliveries no later than the last month of the implementation period (i.e. month 4). 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 when it is in the best interest of the Government.

*NOTE: The implementation timeline begins on the contract award date and ends 120 days thereafter. If a stop work order is issued during the implementation, the Prime Vendor will be required to stop work and will not be able to perform unless the stop work order is rescinded. If the stop work order is rescinded, the Prime Vendor will resume the implementation schedule from the date that the stop work order was issued. The 120-day period will not re-start from the beginning.*

For example:

Contract Award Date: March 30, 2023  
Stop Work Order Issued: April 30, 2023  
Stop Work Order Rescinded: June 30, 2023

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Implementation Timeline:    March 30, 2023 – July 30, 2023 and June 30, 2023-  
September 30, 2023

Upon completion of the contract awarded, the new awardee for this solicitation, will be required to also comply with Contract Transition Out language referred to as RAMP DOWN.

<b>CONTRACT TRANSITION OUT– RAMP DOWN</b>
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1. As part of this contract, the Prime Vendor will be required to participate in a contract ramp-down/transition out. DLA Troop Support anticipates that a follow-on contract will be awarded at least 4 months before the expiration of this contract to allow for a coordinated ramp-down of the existing Prime Vendor and ramp-up of the follow-on Prime Vendor. The Prime Vendor will be required to coordinate all aspects of its ramp-down with the Contracting Officer and provide a ramp-down schedule, if requested. During this ramp-down/transition out period, the Prime Vendor shall continue replenishment of all items to allow for sufficient stock on hand and in the pipeline to support the customer requirements at that time.

2. In the event that a follow-on contract is awarded to a firm other than the incumbent Prime Vendor, the Prime Vendor shall submit Total Asset Visibility Reports and/or other supply chain information on a weekly basis to the Contracting Officer, or in the frequency otherwise requested. The Prime Vendor awarded under this contract, consents to the disclosure of this information to the follow-on contractor. The Prime Vendor may be required to sell the OCONUS inventory to the new contractor at the conclusion of the performance period. The Prime Vendor will be responsible for disposing of its remaining residual stock that is not ultimately purchased by the follow-on contractor. The Prime Vendor is responsible for all costs associated with that residual product, including disposal costs (i.e. delivered price, distribution price, etc.).

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

<b>PRICE DEFINITIONS AND PROVISIONS</b>
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1. Reference Economic Price Adjustment- Actual Material Costs for Subsistence Delivered Price Business Model.

<b>DISTRIBUTION CATEGORIES</b>
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1. The supplies and services to be procured and/or performed under this contract have been broken down into the following distribution categories. See market basket attachment tab "Distribution

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Category Worksheet” and the addendum to FAR 52.212-1 “Instruction to Offerors – Commercial Items” herein for detailed price submission requirements.

2. No substitutions, deletions, or additions to the categories or units of measure indicated above are authorized. However, if any offeror feels that a distribution category has not been included and should have been, the offeror must bring it to the attention of the Contracting Officer at least 15 days BEFORE the solicitation closing date. A determination will be made at that time whether or not to add the category via an amendment to the solicitation. This determination will be made at the sole discretion of the Contracting Officer.

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

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

**Distribution Category Descriptions Hawaii-Land and Ships**

<b>Cat. #</b>	<b>Category Description</b>	<b>UoM</b>
1	CONUS DRY	CS
1A	OCONUS DRY	CS
2	CONUS DRY (UOM for EA = 1 CO)	EA
2A	OCONUS DRY (UOM for EA = 1 CO)	EA
3	CONUS FZN	CS
3A	OCONUS FZN	CS
4	CONUS FZN	LB
4A	OCONUS FZN	LB
5	CONUS CHILLED	CS
5A	OCONUS CHILLED	CS
6	CONUS CHILLED	LB
6A	OCONUS CHILLED	LB
7	CONUS FF&V	CS
7A	OCONUS FF&V	CS

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8	CONUS CHILLED	CO
8A	OCONUS CHILLED	CO
9	CONUS FF&V	LB
9A	OCONUS FF&V	LB
10	CONUS FF&V	PG
10A	OCONUS FF&V	PG
11	CONUS Water (Potable - Bottled)	CS
12	OCONUS Water (Potable - Bottled)	CS
13	Disposal (Incl. Trans; Approved at the Contracting Officer's Discretion)	CS
14	Restocking Price for Orders Over \$10K (Approved at the Contracting Officer's Discretion)	CS
15	GFM Inspection, Storage, Rework, Relabel, Distribution, Dry (Single Case/Box)	CS
16	GFM Inspection, Storage, Rework, Relabel, Distribution, Dry (2 Cases per Module) EA = 2 Cases	EA
17	GFM Inspection, Storage, Rework, Relabel, Distribution, Dry (3 Cases per Module) EA = 3 cases	EA
18	GFM Inspection, Storage, Rework, Relabel, Distribution, FZN	CS
19	Pick Up of Customer Owned Product from Customer Location	CS
20	Re-Delivery of Customer Owned Product to Customer Location	CS
21	Storage of Customer Owned Product	CS
22	Emergency Orders > 5 per month (Approved at the Contracting Officer's Discretion) (UOM of EA = one (1) Emergency STORES Purchase Order)	EA
23	War Readiness material (Monthly Fee)	CS
24	Restocking Fee for Orders shipping to the PTA (Approved at the Contracting Officer's Discretion)	CS

<b>DOMESTIC ITEM PREFERENCE</b>
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1. In accordance with United States Government's policy to acquire domestic end products the United States (see DFARS 225.7501) Government's preference under this solicitation remains for domestic product. All offerors, as well as the resulting Prime Vendor, must certify at the time of proposal or contract performance the offering of all non-domestic end products. The certification must be made in the Buy American Act – Balance of Payments Program Certificate (DFARS 252.225-7035) which is located herein.

2. The source restrictions of the Berry Amendment, 10 U.S.C. 2533a as implemented in DFARS 225.7002-1 and 252.225.7012 and included in this solicitation, are applicable to the procurement of food items. In general, the Berry Amendment requires that food items procured and delivered under this contract be grown, manufactured, reproduced, or produced in the United States. Several exceptions to that requirement may apply to performance under this contract. One such exception, the "perishable foods" exception, can be found at DFARS 225.7002-2(e). That exception permits the delivery of perishable foods (i.e. fresh fruits and vegetables ("FF&V"), fresh milk, fresh bread, etc.) that are not sourced from the United States. As such, this solicitation may include requirements for local market ready items, i.e. locally sourced FF&V, fresh milk, fresh bread, etc. The Prime Vendor must be able to locally source, purchase and/or perform deliveries for highly perishable products. Please note that even with these exceptions, it is still the Government's preference to provide domestic items to the maximum extent possible. Please propose accordingly.

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3. The Prime Vendor shall request approval, in writing, from the Contracting Officer prior to adding any non-domestic items to the ordering catalogs. The Prime Vendor must submit pricing information for the foreign product and its domestic equivalent so that the government can perform an analysis in keeping with the Balance of Payments Program. Non-domestic items will not be added to the catalog without the prior approval of the Contracting Officer.
4. In some instances, the Contracting Officer may direct the Prime Vendor to source a domestic equivalent item locally at no additional cost to the Government.

<b>LOCAL MARKET READY ITEMS:</b>
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1. The Prime Vendor must have the ability to procure and perform delivery of local market ready (“LMR”) items (e.g. FF&V, eggs, ESL milk, fresh dairy, fresh juice and beverages, water, olive oil, and fresh baked product from local approved sources within Hawaii.
2. Based on customer requirements reflected during cataloging, the Prime Vendor will select local market ready (LMR) vendors from the United States Pacific Command (“PACOM”) listing of Sanitarily Approved Establishments and/or the Worldwide Directory of Sanitarily Approved Establishments for Armed Forces Procurement listing.

***NOTE: There are no case minimums for Fresh Fruits and Vegetables.***

<b>BRAND NAME ITEMS</b>
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1. Based on the ordering habits of the customers listed in this solicitation, the current Market Basket includes numerous Brand Name items. These are items whose manufacturers have offered the Government a discount under the NAPA Program, and which the customers have expressed a preference for, and shall be included in the catalog at the customer’s request. This does not preclude future catalog changes during the life of the contract to add competing products based on added value to the customer.

Note: For information on NAPA items holders and holders, refer to the following website:  
(National Allowance Program Agreement):

<http://www.dla.mil/TroopSupport/Subsistence/FoodServices/mpanapa.aspx>

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



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<b>MANDATORY ITEMS (MANDATORY FOOD PRODUCTS AND NON-FOOD ITEMS)</b>
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1. The website for general information, Mandatory Food and Non-Food Items is:  
<http://www.dla.mil/TroopSupport/Subsistence/FoodServices/mpanapa.aspx>
2. Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from nonprofit agencies participating in the program operated by the Committee for Purchase from People Who Are Blind or Severely Disabled (the Committee) under the AbilityOne, formerly known as Javits-Wagner-O'Day Act (JWOD) (41 U.S.C. 46- 48c).
3. The mandatory products are required to be purchased from the Non Profit Agency manufacturers listed on the website as identified above. The listing of required mandatory products and Non Profit Agency manufacturers are subject to change when directed by the Committee. The contractor 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.
4. Any other commercial equivalent product with "essentially the same" product characteristics cannot be sold to the DLA Troop Support customers under this contract.
5. The contractor must ensure that, at a minimum, 60 days stock of mandatory products are on hand to satisfy anticipated customer demand taking into account lead times for delivery from the designated mandatory source to the contractor. If a contractor is notified that any Ability One products are not available from the designated mandatory source, the contractor must notify the Contracting Officer immediately.
6. The contractor is not authorized to submit catalog changes containing other commercial equivalent products with "essentially the same" product characteristics as the identified mandatory items.
7. If the 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.
8. Price and delivery information for the mandatory products are available directly from the Designated Sources listed on the website. Payments shall be made directly to the Designated Source making delivery. The current procurement list F.O.B. Origin prices as established by the Committee for Purchase are included on the website for the food and non-food products.



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

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

11. The DLA Troop Support Subsistence Prime Vendor Ability One MPL webpages will be updated for the following changes in: prices, ordering information, contractor locations, items (additions and deletions), Ability One Approved contractors and purchase exceptions.

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

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

14. DLA Troop Support Subsistence Prime Vendors are required to expeditiously catalog the mandatory products and remove any commercial equivalent product with “essentially the same” product characteristics. For CONUS Prime Vendors, if the removal and replacement will take longer than 30 days after notification by the Contracting Officer, the Prime Vendor must provide the Contracting Officer with details for the delay. For OCONUS Prime Vendors, within 30 days of notification by the Contracting Officer the OCONUS Prime Vendor must provide the Contracting Officer with current details of issues (outstanding orders, product in the ‘pipeline, etc.) and provide the date when the catalogs will be updated. Contracting Officers will notify the Subsistence Ability One Team.

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

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

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

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commercial product are not significantly different from one another

17. The only potential exception to this requirement is identified as follows:

- If the Prime Vendor is requested to carry items commercially equivalent to MPL items but with unique packaging requirements provided by the supplier but not currently provided by the MPL source, the Prime Vendor must notify the Contracting Officer. Contracting Officers will notify the Subsistence Ability One Team.

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

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

<b>NATIONAL ALLOWANCE PROGRAM AGREEMENT (NAPA)</b>
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1. Definitions:

- Agreement Holder: The supplier or manufacturer that has agreed to offer discounts to DLA Troop Support on product under DLA Troop Support Subsistence Prime Vendor contracts.
- National Allowance Program: The program implemented by the DLA Troop Support to maximize the leverage of DLA Troop Support's buying power and reduce the overall delivered price under contracts to the customers of DLA Troop Support.
- National Allowance Program Agreements (NAPAs): The agreements between DLA Troop Support and suppliers/manufacturers that identify product category allowances. These allowances or discounts apply only to the product/invoice price of the product. The NAPA does not affect the contractor's distribution price in any way.

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

3. Under the NAPA Program, agreement holders will:

- Authorize and consent to allow the contractor(s) to distribute its products to ordering activities under the Subsistence Prime Vendor Program.
- Offer discounts on the delivered price of the product ordered under Subsistence Prime Vendor contracts, in the form of deviated allowances, whereby the price to the customer includes the discount. The deviated price is the price that will be submitted via the 832 catalog transaction.

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4. NAPAs neither obligate the contractor 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.
5. If a contractor 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.
6. Under a contract resulting from this solicitation:
  - The contractor 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 contractor within a time period mutually agreeable to the contractor and the agreement holder. Other off invoice or bill back arrangements may exist between the contractor and the agreement holder, but the contractor catalog price must be specified by the NAPA allowance.
  - Any disputes involving the NAPA between the contractor 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.
7. NAPA Tracking Program: The contractor 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:
  - 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.
  - Transmission of Data: The information shall be submitted electronically via- Email to data@one2oneus.com Include contract number(s) in email title.
  - Frequency of Submission: The information shall be submitted as often as the data may change but no more than weekly.
  - 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	

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<b>Field Number</b>	<b>Field Description</b>	<b>Field Name</b>	<b>Width</b>	<b>Format</b>	<b>Note</b>
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 Amount	ALLOW	12	999999.99	Note 3
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:*

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

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

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

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

Field #8 - 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.

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

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

<b>REBATES/DISCOUNTS AND PRICE-RELATED PROVISIONS</b>
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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, throughout the period of performance. For all items, the contractor warrants, on a continuing basis throughout the period of performance, that its delivered price under this contract is equal to or lower than its delivered price to its commercial customer accounts. All NAPA discounts, food show discounts, early payment discounts (except as identified in paragraph (2) herein), and other discounts, rebates, allowances or other similar economic incentives or benefits received at any time during the period of performance shall be passed to the Government via a reduced catalog price. Instructions for identifying discounts rebates allowances or other similar economic incentives or benefits that shall be provided to the Government are set forth in the submission requirements in the Business Proposal/Pricing and in the Reports section of the Statement of Work.

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

1. The Early Payment discount is an incentive to encourage payment earlier than the normal payment due date;
2. The Early Payment discount is consistent with commercial practice
3. The Early Payment discount is routinely given by the manufacturer/growers to customers other than the Prime Vendor at the same discount rate and under the same conditions as provided to the Prime Vendor;

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4. The Early Payment discount is not established, requested, or negotiated for the purpose of avoiding giving DLA Troop Support a lower cost or a rebate or in exchange for a higher invoice price;
5. The Early Payment discount is no more than 2 percent of the manufacturer/grower's invoice price and the early payment is required within 10 days to obtain the discount; and
6. The Prime Vendor actually made the required payment within the time period required to receive the discount.

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

The Government may require (as needed) the Prime Vendor submit invoices and other documentation from all subcontractor tiers or any manufacturer/grower or person in the delivered price supply chain, to substantiate that all discounts, rebates, allowances or other similar economic incentives or benefits have been applied to the delivered price charged to the Government and/or to substantiate that delivered prices under this contract are equal to or lower than delivered prices that are given to its commercial customers. If the Contracting Officer determines, after reviewing an invoice or other documentation, that a discount, rebate, allowance or other similar economic incentive or benefit should have been passed on to the Government, or if price verifications reveal any instance of overpricing or underpricing, the Government shall be entitled to a prospective delivered price reduction and a retroactive refund for the amount of the overcharges or discounts, rebates, allowances or other similar economic incentives or benefits, including interest and the contractor shall be entitled to a credit for any undercharges. Likewise, if the Contracting Officer determines that a delivered price was not equal to or lower than that given the contractor's commercial customer accounts, the Government shall be entitled to a prospective delivered price reduction and a retroactive refund for the difference between the delivered price charged to the Government and the delivered price charged to the contractor's commercial customers, including interest. 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 commercial customer delivered 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.

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

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<b>ITEM AVAILABILITY</b>
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1. Items must be stocked in sufficient quantities to fill all ordering activity requirements. Fluctuations, increases, decreases, and surges in demand must be taken into consideration when the Prime Vendor determines its supply chain management, including stocking procedures. In addition, lead times from CONUS to OCONUS must be considered.
2. If an item with an established demand (12 weeks of historical demand data) is not properly managed by the Prime Vendor, and a not in stock (“NIS”) situation occurs that is projected to last for more than 21 days, the Prime Vendor will be required to airlift the product from CONUS at its own expense.
3. Items that a prime vendor procures to support customer requirements during the Thanksgiving and Christmas holidays are referred to as holiday items. These items include but are not limited to items that are historically ordered specifically for the holidays or experience a surge in demand for the holidays. These holiday items shall be in the prime vendors warehouse 60 days prior to the holiday’s commencement.

<b>SURGE AND SUSTAINMENT</b>
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1. The primary mission of the Defense Logistics Agency (DLA) is to support the military in peace and during contingencies. The ability to ramp-up quickly to meet early requirements, and to sustain an increased pace throughout the contingency are critical to the execution of U.S. military strategy. DLA’s designation as a Combat Support Agency makes it directly responsible for the timely support of critical supplies to the Combatant Commanders in support of their operational requirements. Because of DLA’s unique role, surge and sustainment capability is a primary consideration in all acquisitions. All DLA contractors are accountable for surge and sustainment performance, ensuring surge capability actually exists and validating surge capability through surge testing. Therefore, surge testing will be required under the resultant contracts of this solicitation for the life of the contract.
2. DLA defines surge as the ability to ramp up quickly to meet early requirements normally needed within the first 45 days. Sustainment is defined as the ability to sustain an increased pace throughout the contingency(s) for six months or longer. The spectrum of possible contingencies includes major theatre and smaller scale contingency operations. The various contingencies are as follows:
  - The contractor must have the ability to support short term surges in demands, which may increase three times the pre-surge average weekly demands (based on an average of the most recent 52-week period). There may be occasions where large increases in quantity will be necessary for short periods of time and on short notice. A surge situation is defined as an increase in military feeding of 300% of peacetime demand for a period of up to 30 days. Rarely, there is sufficient advance notice as to when exercise



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surges will occur. The contractor will be required to meet the surge demand in the normal contractual lead times, for the resultant contract. For the contract resulting from this solicitation, the Prime Vendor will be required to have the ability to sustain surges of 300% of pre-surge demand levels for 30 days without advance notice. If, for example, an item has a pre-surge demand of 100 cases per week, the contractor is expected to be able to support 300 cases per week for 30 days during the surge period.

- **Military Operations** – The contractor must have the ability to support surges in demand, which may be needed for an extended period of time on short notice.
- For this type of scenario, the capability to ramp-up quickly to meet early requirements, as well as sustainment for an extended period of time is essential.
- **Mobilization** – A full scale military mobilization or a national emergency could increase supplies to those items and quantities listed in the contractor catalog. This increase in quantity may be needed for a six-month period or longer. Normal mobilization strategies provide lead times of at least 30 days to build to the necessary support level. The contractor must have the ability to support this increased level of supply for an extended period of time.

<b>DISPENSING SUPPLIES AND SERVICES</b>
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1. When requested, the Prime Vendor is required to furnish beverage dispensing machines and beverage products. The cost and upkeep of the machines consisting of, but not limited to, labor, transportation, and supplies required to repair and maintain the equipment, shall be the sole responsibility of the Prime Vendor.
2. The Prime Vendor shall furnish mechanically refrigerated dispensing machines and heads suitable for use with the contractor's bag-in-the-box juices and drinks. A sufficient number of machines and dispensing heads shall be installed in the ordering activities facility to accommodate the specific needs of each ordering activity .
3. The Prime Vendor shall provide a technically qualified service representative to perform monthly maintenance and quality control inspections on each dispensing system. If more frequent maintenance is deemed necessary, the Prime Vendor must provide the additional service at no additional cost.
4. Any equipment of material furnished by the Prime Vendor shall remain the property of the Prime Vendor at the conclusion of the contract in the same condition in which it was received by the customer.



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

<b>NAVY STANDARD MENU ITEMS</b>
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The Prime Vendor may be required to source and carry some or all of the Navy Standard Menu items (Master Load List MLL) listed on Attachment “Master Load List”. Those items that will be required will be identified during the cataloging process. All items listed in the Navy Standard Menu must have the exact size, weight, packaging and cube cited on their respective lists.

<b>CARGO ITEMS</b>
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Items listed in the Navy Consolidated Afloat Requisitioning Guide Overseas (CARGO) will be required by Navy ships (see Attachment CARGO). The Prime Vendor may be required to source and carry all of the CARGO items listed on Attachment CARGO. Those items that will be required will be identified during the cataloging process. All items listed in the CARGO must have the exact size, weight, packaging and cube cited on their respective lists.

<b>DISPOSAL OF PRODUCTS</b>
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All products, Prime Vendor owned and Government Furnished Material (GFM) shall be properly managed by the Prime Vendor to avoid the need for disposal. In general, the Government will not be liable for any disposal costs under this contract. The Government may only be responsible for disposal costs for customer caused GFM disposal. The Government will not be responsible for disposal of damaged products caused by the negligence of the Prime Vendor. For example, the Government delivers 100 cases of product (GFM) to the Prime Vendor’s OCONUS commercial warehouse. The GFM is properly stored and managed by the Prime Vendor, but never ordered by the customer and the shelf life of the 100 cases of GFM expires. In this scenario, the Government may be responsible for the disposal costs of the 100 cases only.

The cost for disposal (distribution category 13), if authorized by the Contracting Officer, shall be separately billed by the Prime Vendor via a manual invoice. Each manual invoice, submitted by the Prime Vendor, must reflect the number of cases actually disposed.

Each manual invoice must be verified and signed by the Contracting Officer Representative and approved by the Contracting Officer before it can be submitted electronically for payment. Support documentation must be submitted with each manual invoice. The approved invoice amount will be placed on order via Subsistence Total Ordering and Receipt System (“STORES”) using local stock numbers designated for itemized billing/costs, receipted, invoiced, billed and paid. Disposal invoices and supporting documentation shall reflect a complete calendar month

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(e.g. January 1 through January 31), and must be submitted to the Contracting Officer no later than the 15<sup>th</sup> day of the following month (e.g. February 15 in the preceding example). Assuming the aforementioned conditions are met, payment will be authorized by the Contracting Officer at the end of each billed month.

<b>TITLE</b>
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Title of all products purchased for the Government remains with the Prime Vendor during the shipment, and title passes to the Government when products are inspected and accepted at the final delivery point (e.g. Dining Facility, Navy Ships(s), and Mobile Kitchen Trailers).

<b>TRANSPORTATION</b>
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The Prime Vendor is responsible for arranging ocean and air transportation as appropriate and loading sea vans at its CONUS facility. The cost of ocean and air transportation will be included in the offeror's distribution price. The Prime vendor will be responsible for utilizing the most efficient mode of transportation whether by ocean or by air to ensure that the customers Delivery Dates are met.

The Prime Vendor will be responsible for the transportation of all Prime Vendor product from the specified CONUS manufacturer or CONUS distribution facility to the Prime Vendor's Hawaii OCONUS distribution facilities. This transportation method is known as "Point to Point" delivery.

The Prime Vendor will be responsible to ensure that all shipping documentation to include but not limited to packing lists, USDA health certificates, commercial packing lists, commercial invoices, or any other documentation required for transit along the shipping route are prepared and submitted timely.

The Prime Vendor will ensure that all necessary arrangements are made for ocean transportation, air transportation, bookings and freight forwarding to the Prime Vendor's Hawaii OCONUS facility.

<b>INSURANCE/LIABILITY AND CLAIMS</b>
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The Government is not responsible or liable for any loss or damage to the Prime Vendor's products. Any such losses or problems can be mitigated by establishing a good working relationship with the carriers and obtaining maritime insurance for the products shipped.

<b>VEHICLE TRANSPORTATION</b>
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The Prime Vendor is responsible for providing sufficient transportation assets to support all authorized customer requirements under this contract.

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

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>PRIME VENDOR PRODUCT TRANSFER</b>
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DLA Troop Support Prime Vendors will be permitted to transfer product between one another based on their own agreements. However, the receiving Prime Vendor must catalog the item(s) at the actual unit price as defined in this solicitation which is equal to delivered price plus the receiving Prime Vendor's distribution price. The receiving Prime Vendor will not be entitled to any amount above contract delivered price.

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<b>INVENTORY AND WAREHOUSE MANAGEMENT</b>
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**WAREHOUSE MANAGEMENT – Hawaii Land Hawaii Ships**

Supply chain management is the sole responsibility of the Prime Vendor. The Prime Vendor will be required to perform inventory and warehouse management functions and to position a full line of food and beverage, non-food items, and GFM items into their warehouse(s). The Prime Vendor has responsibility for all inventory management. The Government will not reimburse the Prime Vendor for expired or excess inventory during the life of the contract or after the contract has expired. Exceptions to this rule must be incorporated into the contract via contract modification.

On-Hand is defined as readily available to DLA Troop Support customers and does not include inventory that is pending from a port, marked as picked, allocated for any customer, on medical hold, recalled or awaiting a shelf life extension. Return items can only be included in the on-hand Days of Stock (DOS) calculation if the items have sufficient shelf-life and are fit for human-consumption.

The stocking requirement must be on hand at all times at the Hawaii warehouse(s). The vendor will be responsible for determining stocking needs by developing their own AMD (average monthly demands) for the contract for each product on the catalog over the entire customer base, and per zone (if applicable).

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, and Lift Gates etc.) and labor to unload deliveries and trans-ship to the final delivery point. The Prime Vendor will maintain a minimum of 98% peacetime fill-rate. Surges in requirements during peacetime up to 300 % of normal demands must also be able to be filled at a 98% rate.

The vendor will be required to maintain a minimum of:

- 60 days of supply on hand per line item (Shelf Life < 180)
- 90 days of supply on hand per line item (Shelf Life ≥ 181)

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).

Any information provided to the Prime Vendor by the Government (i.e. estimates, headcounts, etc.) during contract performance is merely guidance to assist the Prime Vendor in fulfilling its role of supply chain management in the context of specific contract requirements. Though the Government will utilize its best efforts and reasonableness in furnishing said information, it

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provides no warranties or representations that the information provided is wholly accurate. Ultimately, the Prime Vendor is responsible for ensuring that its supply chain management is sufficiently executed and managed to meet the specific requirements contained in this solicitation. The Prime Vendor will be responsible for stocking any item that has a ten (10) case average monthly requirement as well as the items that are part of the battle pack requirement which have to be stocked in accordance with the battle pack requirements listed on page 79.

It is the Prime Vendor's responsibility to determine the warehouse size and number of pallet spaces it needs to fulfill the demand requirements of this solicitation to include surge requirements. The standard American pallet size is 48x40 inches. Note: Solicitation estimates are only estimates and subject to increase or decrease based on the actual conditions on the ground.

The Prime Vendor must provide all of the necessary assets, to include material handling equipment and labor to maintain operations.

The Prime Vendor will be responsible for developing its own demand estimates to ensure proper stocking levels. The Prime Vendor will be responsible for developing its own average weekly/monthly demands (AWD/AMD) and managing the supply chain to meet all contractual requirements. The Government; however, will use the most recent 52 week period to determine the average weekly demands when reviewing the vendor's supply chain health, determining days of supply on hand or reviewing requests for fill rate exceptions etc.

The Prime Vendor must provide all of the necessary trucking assets, material handling equipment and labor to unload deliveries into the warehouse(s) and to move product per purchase orders received to the final delivery point(s).

The Prime Vendor has responsibility for all inventory management. Any decision made by the Prime Vendor to transport products that are over/under stocked from one Prime Vendor facility to another Prime Vendor facility is intra-transportation, and is considered a business expense incurred by the Prime Vendor. Any cost/expense incurred due to intra-transportation is the sole responsibility of the Prime Vendor, unless specifically authorized by the contracting officer.

<b>WAR READINESS MATERIAL ("WRM")</b>
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The contractor shall maintain a maximum of six "battle packs" of War Readiness Material. Customers will often require that the contractor maintain fewer than six battle packs, depending on current needs. A battle pack is a selected group of catalog items. The current list comprises approximately 195 catalog items with associated quantities between one and 90 cases per battle pack. In a battle pack, the average number of cases per item is eight. Each battle pack contains about 900 cases. Thus, for six battle packs, the contractor must have in stock 5,358 cases ready for delivery. During the implementation period, DLA shall inform the contractor which items shall be included in a battle pack and shall inform the contractor of item changes, during contract performance, in a timely manner. DLA will also inform the contractor of the number of battle packs required at a given time. The contractor shall maintain a 100% fill rate for these items and

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must be able to deliver a battle pack to the required customer within 24 hours of the order. The contractor shall deliver these requirements to piers in Pearl Harbor, HI.

The contractor shall be compensated for maintaining these battle packs through an additional distribution category (#21) that will be measured on a per case basis. The items within a battle pack shall be priced, on an individual level, through the normal method: Delivered Price + Distribution Price = Unit Price. The contractor will not be compensated for these items until the customer places an order. The contractor will be compensated, however, for storing each case as part of a battle pack regardless of whether the customer places an order. The compensation will occur on a monthly basis and will be calculated as follows: number of total cases (in all required battle packs) multiplied by the per case battle pack distribution price. Thus, if DLA requires one battle pack of 900 cases, the contractor shall be paid 900 X Category #21 price per month.

The contractor shall deliver all WRM requests within 24 hours of a customer order. Further, the contractor must have the capability to process a WRM order 24 hours per day, 7 days per week, including weekends and holidays. The contractor must possess this capability by the end of the implementation period, with the ability to receive a WRM request on the first day of orders.

The contractor shall provide, as part of its proposal, a point of contact, including telephone/fax number and e-mail address, for the person(s) responsible for accepting WRM orders. During contract performance, the contractor shall notify the Contracting Officer, in writing, within two business days of any changes to this point of contact. WRM orders may be placed electronically, through the contractor's STORES account, or directly with the listed point of contact.

NAVSUP-FLC will be the primary ordering activity. DLA Troop Support may also place WRM orders.

DLA reserves the right, at any time, to add, delete or change WRM items and quantities. Within 30 calendar days of a change notification, the contractor shall be able to deliver all new items and quantities.

All battle pack items shall have the maximum practicable shelf life remaining upon delivery to the customer. As such, the contractor shall adhere to the following guidelines:

<b>ORIGINAL MANUFACTURER SHELF LIFE</b>	<b>REMAING UPON DELIVERY</b>
<b>Greater than nine months</b>	<b>three months</b>
<b>Less than nine months</b>	<b>two months</b>
<b>90 days</b>	<b>14 days</b>
<b>Less than 14 days</b>	<b>freshest available</b>

The contractor shall provide a 100% fill-rate on each battle-pack order. In the event that the fill rate is not 100%, the contractor will not be paid the additional WRM distribution amount for that month. Further, the contractor will not be paid the WRM distribution amount in any subsequent month until it can demonstrate that future orders will comply with the 100% fill rate. The

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contractor shall nevertheless be paid the appropriate contract unit price as would occur on a normal order.

In the rare situation where the contractor cannot comply with the 100% fill rate, the contractor may substitute items. These substitutions, however, must have prior written approval from the contracting officer. While awaiting verification from the contracting officer concerning discrepancies or substitutions, the contractor should continue to make progress in filling the WRM order, so as not to jeopardize the preparation of the order or the delivery date. Once verified, the contractor shall fill the order using specific materiel required. WRM deliveries containing substitutions shall not be considered having a 100% fill rate and will, therefore, not entitle the contractor to the additional WRM distribution amount.

The Government may test the contractor's ability to comply with WRM requirements by placing simulated orders against the contract, with or without prior notification. This is called a "paper test." When a paper test is conducted, the contractor shall provide projected material availability results of the simulation, without the physical movement of the material in accordance with the required delivery timeframes. Paper testing will be limited to twice a year. Paper tests will be conducted at no additional cost to the Government.

The Government may test the contractor's ability to comply with WRM requirements by placing actual orders against the contract, with or without prior notification. This is called a "material test." When a material test is conducted, the contractor shall provide materiel in accordance with the required delivery timeframes for the order. The Government will take possession of the material and will pay the contractor for the order.

Subsequent to the delivery of WRM, the contractor shall replenish stock within 30 calendar days and, therefore, be ready to make another WRM delivery at that time.

The Government shall have the right to inspect at the contractor's storage location and material specifically stocked by the contractor in its inventory to meet this contract's Government WRM requirements. The contractor will be given 24 hours' notice by the Government before inspection. The contractor agrees to provide the inspection team(s) with reasonable and timely access to the material at no additional cost to the Government.

In the situation where a WRM item becomes unavailable (i.e. manufacturer discontinue), the contractor shall notify the contracting officer within seven business days.

The contractor shall submit an invoice for payment at the end of each month, outlining the total number of cases reserved for WRM multiplied by the per case WRM distribution price.

The WRM requirement is conditional upon fiscal year funding. Distribution Category #21 shall be used to calculate the contractor's compensation so long as the requirement remains.

**Pohakuloa Training Area:**

The Prime Vendor will be responsible to support customers located in Pohakuloa Training Area (PTA). The order lead-time shall be 21 days, providing a fill rate of at least 98%. Orders are



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normally scheduled with the RDDs on Wednesdays and Fridays; however, this is subject to change at any time at no additional cost. All costs associated with support to PTA including but not limited to over ocean costs shall be included in the distribution price.

PTA Orders may be cancelled prior to 10 days of the RDD at the customers' discretion including, but not limited to, the following reasons:

- Change in requirement
- Change in troop location
- Change in troop mission
- User error on original order

Customers may cancel orders in accordance with the cancellation timeframe established above and no restocking charges shall apply. If cancellations are submitted by the customer after the order is placed, within 10 days of the RDD and the products have already been shipped to the island of Hawaii, restocking charges may apply. Restocking fees may only apply to orders not cancelled in a timely manner at the Contracting Officer's discretion. For any order that is cancelled for which restocking charges will apply, only the restocking price associated with Distribution Category 24 will be charged.

The Prime Vendor must notify the Contracting Officer, in writing, within 24 hours of any order that is cancelled for which restocking charges will apply. The Prime Vendor's notification must include, purchase order number, order date, requested delivery date, date and time of cancellation, total order dollar value, case count, and total applicable restocking charges.

<b>GOVERNMENT FURNISHED MATERIAL (GFM) – OPERATIONAL RATIONS</b>
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1. The Prime Vendor must have the capability to receive, store, distribute, perform open case inspections, perform open case re-work, label, re-label, dispose and account for Government Furnished Material ("GFM") type items such as Operational Ration Type items as described below. The U.S. Government reserves the right to modify the type of GFM and/or add other types of GFM to be accounted for to include traditional line-item-A type items.

Operational Rations:

Unitized Group Rations ("UGRs") are used to sustain military personnel during worldwide operations. The UGR is designed to maximize the use of commercial items and to simplify the process of providing high quality food service in a field environment. All components for a complete meal are included in the UGR, with the exception of mandatory supplements, such as milk. Each UGR meal module also contains all required disposable items (cups, compartment trays, and utensils). This ration is available in three options, with each sharing a core of quick prepared and/or ready to use commercial products. (The number and variety of menus is subject to change):



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UGR Heat and Serve (“UGR-H&S”), which is characterized by tray pack entrees and starches/desserts. The unit of issue for the UGR H&S group feeding rations consists of 3 shipping cases under a single NSN (each of the 3 UGR H&S Breakfast and 10 Dinner menus has its own unique NSN, i.e. 13 NSNs).

UGR-A, which includes perishable frozen entrees (A-Rations). Each complete UGR-A ration consists of 3 shipping cases: 2 cases represent the semi perishable portion of the module and 1 case is the perishable (frozen) portion of the module.

The semi perishable portion of the modules are ordered/shipped under a single NSN (i.e. the two cases, Box 1 and Box 2, must be delivered together), and the perishable portion of the module is shipped under a separate, second NSN. There are currently 7 Breakfast, 14 Lunch/Dinner rations, and 7 short order menus, for a total of 28 NSNs.

There is no minimum ordering quantity required (i.e. orders for single modules are accepted). The UGR-H&S option is unitized into 3 boxes, which places 2 rations on one tier of a pallet, and one pallet (4 tiers) provides 8 rations. For the UGR-A, the semi perishable pallet is comprised of 3 ration modules per tier, and 12 ration modules per pallet. The UGR-A perishable pallets contain varied numbers of ration modules per pallet, as the shipping case size varies per menu.

UGR-E is a compact, self-contained module that provides a complete hot meal. The components are thermally processed, pre-prepared, shelf-stable foods, and currently packaged in hermetically sealed, half-size steam table containers. There are currently 4 breakfast and 8 lunch/dinner menus. The module consists of one box, 20 x 16 x 10 ¼. One pallet contains 18 boxes.

Six boxes fit on one tier or a 40 x 48-inch pallet. There are three tiers per pallet. Each box weighs approximately 45 pounds. The module comes complete with all food items and disposable items (cups, compartment trays, napkins, utensils, and trash bags). Standard items that are included in all modules are coffee, creamer, hot sauce, gloves, box cutter, hand cleaner (towelette), dinner trays, dining packets, trash bags, and heater module.

Individual Feeding Rations – are semi perishable rations that require temperature controlled storage. The unit of issue is a single shipping case.

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| a. a. <u>Meal, Ready-to-Eat (MRE)</u>        | 8970-00-149-1094 |
| b. b. <u>Long Range Patrol Ration (LRP)</u>  | 8970-01-467-1749 |
| c. c. <u>Meal, Cold Weather (MCW)</u>        | 8970-01-467-1753 |
| d. d. <u>Humanitarian Daily Ration (HDR)</u> | 8970-01-375-0516 |
| e. e. <u>First Strike Ration</u>             | 8970-01-543-3458 |
| f. f. <u>Meal Religious Halal</u>            | 8970-01-E10-0002 |
| g. g. <u>Meal Religious Kosher Passover</u>  | 8970-01-524-8003 |
| h. h. <u>Meal Religious Kosher</u>           | 8970-01-E10-0001 |

For more information regarding these rations, please go to  
<https://www.troopsupport.dla.mil/subs/rations/index.asp>

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2. Pallet spaces for operational rations are American sized pallet spaces (48 x 40 inches). Estimated GFM distribution quantities are identified on the schedule of items. The Prime Vendors costs for GFM storage, distribution, re-work, and re-labeling shall be included in the Distribution Price for GFM, distribution categories 15, 16, 17, and 18. These costs shall not be separately billed by the Prime Vendor. When the product is ordered by the customer and delivered by the Prime Vendor invoicing and payment will occur.

<b>BREAKING CASES</b>
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Under the proposed contract, the Prime Vendor will be required to break cases for spices. The decision to break cases for additional items, other than spices, must be mutually agreed upon between the Prime Vendor and Contracting Officer, at no additional costs to the Government.

<b>SECURITY MEASURES / FORCE PROTECTION</b>
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1. The DLA Troop Support Subsistence Directorate provides worldwide subsistence logistics support during peacetime as well as during regional conflicts, contingency operations, national emergencies and natural disasters. At any time, the United States Government, its personnel, resources and interests may be the target of enemy aggression to include espionage, sabotage or terrorism.

This increased risk requires DLA Troop Support to take steps and ensure steps are taken to prevent the deliberate tampering and contamination of subsistence items. Such precautions are designed to provide for Food Defense as described by the Food & Drug Administration (FDA) at [www.fda.gov](http://www.fda.gov).

2. As the holder of a contract with the Department of Defense, the Prime Vendor should be aware of the vital role it plays in supporting the Government's customers. It is incumbent upon the Prime Vendor to take actions to secure product delivered to all customers. It is a requirement for the Prime Vendor to have written force protection/food defense plans relating to plant security and security of product in light of the heightened threat of terrorism and to secure prime vendor product from intentional adulteration/contamination. The Prime Vendor's Food Defense Plan must be in compliance with the DLA Troop Support Food Defense Checklist as determined by the Contracting Officer.

(NOTE: to download a copy of the DLA Troop Support Food Defense Checklist contact the applicable Contracting Officer or the DLA Troop Support Quality Audits & Food Defense Branch at 215-737-8656). This Plan must be submitted to the Contracting Officer within 60 days after contract award to be reviewed for acceptability. The Contracting Officer may conduct ongoing verifications of the Prime Vendors security and food defense system throughout the life of the contract. Failure to have or maintain an acceptable food defense plan will be considered a breach of contract. The DLA Troop Support-FTSB may conduct Food Defense Audits/reviews during Prime Vendor Product Quality Audits, Unannounced Quality Systems Management Visits and/or

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other visits to verify the implementation, compliance and effectiveness of the Prime Vendor's Food Defense Plan. The Prime Vendor's Food Defense Plan should include specific security measures relating to but not limited to the following areas:

- Employee Identification
- Background checks where applicable
- Control of access to plant facility, gates and doors at the facility
- Internal Security
- Training and security awareness
- Product Integrity
- Transportation Security

The Prime Vendor may modify its Food Defense Plan at any point during contract implementation or during the period of performance, however, any change must be determined acceptable by the Contracting Officer. Whenever a change is made to the Food Defense Plan, it must be submitted to the Contracting Officer for review and approval. If more than one facility will be used to store or distribute product, a separate acceptable Food Defense Plan for each facility is required.

3. The Prime Vendor will ensure that all products and/or packaging have not been tampered or contaminated throughout the manufacturing, storage and delivery process. The Prime Vendor will immediately inform the Contracting Officer of any attempt or suspected attempt by any party or parties, known or unknown, to tamper with or contaminate subsistence supplies.

4. The following security guidance is also provided:

- Make sure all boxes, bags, etc. are intact and demonstrate no evidence of tampering. All incoming truck drivers should provide adequate identification upon request. Visitors should also be properly identified and have limited access to those areas appropriate for their visit. Procedures for storing product should adequately control access to eliminate any possibility of product adulteration.
- The warehouse facilities must have sufficient lighting, an adequate number of cameras located inside and outside for complete surveillance, security fences and locking devices. Guards for static security shall be utilized.
- Open trucks shall never be left unattended and bolt-seals shall be used, when possible, to designate loaded trailers. Security seals shall be properly placed on all delivery vehicles and registered/logged in per delivery. The Prime Vendor will ensure that employee background checks are up to date. Ensure drivers have communication devices available in the event of an emergency and establish emergency phone numbers for them to use. Firms should keep a low profile and share customer routes, etc. on a need to know basis. Review of overall organizational corporate security plans should be conducted and consider whether private security firms are needed to assess or reduce risk. It is important to convey to all warehouse, office and fleet personnel that security should not be taken

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lightly and any suspected adulteration or evidence of product tampering must be reported immediately.

- When split/consolidated deliveries are authorized, the delivery vehicles are required to be sealed after each delivery point. The Prime Vendor shall be responsible for providing the seals. The military liaison or designated representative at the drop-off point shall be responsible for re-sealing the delivery vehicle with the new seal and annotating the number on the delivery ticket. Under no circumstances will drivers re-seal delivery vehicle or complete the associated paperwork. Split/consolidated deliveries made in conditions other than those cited above are subject to be rejected by the customer.

**5. Information Protection**

The Prime Vendor shall prevent unauthorized release of sensitive and/or classified information in accordance with communications security (COMSEC) and operations security (OPSEC), and information system security (INFOSYSEC) by all employees.

**6. Operational Security**

The Prime Vendor shall establish, maintain and execute a vigilant Operations Security (“OPSEC”) Program to include, but not limited to, receipt, accountability, safeguard, destruction, and investigation of any operational information.

**7. INFOSYSSEC Security**

The Prime Vendor shall establish, maintain and execute a vigilant information system security (“INFOSYSSEC”) Program to include, but not limited to, receipt, accountability, safeguard, destruction, and investigation of any computer security, internet security, network security, information security, security, computer, network, information, hacking, hacker, exploits, and vulnerabilities.

**8. Data Use, Disclosure or Information, and Handling of Sensitive Information**

The Prime Vendor shall maintain, transmit, retain in strictest confidence, and prevent the unauthorized duplication, use and disclosure of information.

The Prime Vendor shall provide information only to those employees of the Prime Vendor and its subcontractors who have a need to know such information in the performance of their duties under this contract. Information made available to the Prime Vendor by the Government for the performance and administration of this effort shall be used only for those purposes and shall not be used in another way without the written agreement of the Contracting Officer.

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<b>THEATER SUPPORT</b>
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### **1. Management Plan**

The Prime Vendor shall ensure that all contractor employees, subcontractors, subcontractor's employees, invitees and agents comply with all guidance, instructions and general orders applicable to U.S. Armed Forces issued by the Theater Commander or his/her representative, as well as, all pertinent Department of the Army and Department of Defense directives, policies and procedures, as well as federal statutes, judicial interpretations and international agreements (i.e., status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection and safety. Disputes are to be resolved by the Contracting Officer. Notwithstanding the above, the Contracting Officer is the only authorized official who may increase, decrease or alter the scope of work to be performed, and any orders or instructions interpreted by the contractor as impacting the scope or cost of the contract shall immediately be brought to the attention of the Contracting Officer for resolution.

The PV shall take reasonable steps to ensure the good conduct of its employees and shall at all times be responsible for the conduct of its employees and those of its subcontractors and invitees.

The PV shall promptly resolve, to the satisfaction of the Contract Officer, all PV employee Performance and conduct problems identified by the Contracting Officer or his/her designated representative.

The Contracting Officer may direct the PV, at the PV's expense, to remove or replace any PV employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative. The PV will replace such employee within 72 hours or as instructed by the Contracting Officer.

### **2. Accounting for Personnel**

As directed by the Contracting Officer or his/her representative, the PV shall report its employees in the area of operations by name and by location. As directed by the Contracting Officer or his/her representative, the PV shall report its employees entering and leaving the area of operations.

### **3. Risk Assessment and Mitigation**

The PV will designate a point of contact for all of its plans and operations. The PV will prepare plans for support as required by contract or as directed by the Contracting Officer. For the purpose of issuing ID badges, and for access purposes, the PV will provide a list of suitable or qualified subcontractors including local vendors in an area of operations.

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#### **4. Container Management**

The PV shall be responsible for managing the flow of containers from the port through the warehouse and into the theater. Planned and unplanned delays such as supply route blackouts, local holidays and border closures must be considered in the scheduled for container movement. Best efforts must be made to eliminate detention charges and reduce port storage fees on reefers while ensuring containers carrying “Not-in-Stock (NIS)” items are pulled first, followed by special meal containers.

#### **5. Security Measures/Force Protection**

As vendors/contractors under Government contract, quality control procedures must be heightened to ensure that product entering your facility is safe for public consumption.

The following security guidance is provided:

Make sure all boxes, bags, etc. are intact and demonstrate no evidence of tampering. All incoming truck drivers should provide adequate identification upon request. Visitors should also be properly identified and access limited to appropriate areas. Procedures for storing product should adequately control access to eliminate any possibility of product adulteration.

Review lighting and camera conditions at their facilities and consider whether fencing and locking devices are adequate. Never leave open trucks unattended and use seals to designate loaded trailers. Security seals shall be properly placed on delivery vehicles and registered/logged in per delivery. Ensure employee’s background checks are up to date.

Ensure drivers have communication devices available in the event of an emergency and establish emergency phone numbers for them to use. Firms should keep a low profile and share customer routes, etc. on a need to know basis.

#### **6. Vehicle and Equipment Operation:**

The Prime Vendor shall ensure that employees possess the required civilian licenses to operate the equipment necessary to perform the contract in the theater of operations in accordance with the statement of work.

The Prime Vendor and its employees may be held jointly and separately liable for all damages resulting from the unsafe or negligent operation of equipment.

#### **7. Personnel**

##### **Objective**

The Contractor shall provide a work force possessing the skills, knowledge, training, equipment and certifications required to satisfactorily perform the services required for this contract.

Documentation establishing and/or showing evidence that employee(s) possess the certifications, qualifications, and background checks required by contract must be presented to Prime Vendor

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designated representative prior to beginning duties. Contractor personnel will not have been convicted of any felony. Personnel may not have been declared incompetent by reason of mental defect by any court of competent jurisdiction. Personnel may not be suffering from habitual drunkenness or from narcotics addiction or dependence as evidenced by a recognized drug/alcohol testing procedure or possession of unauthorized substances or paraphernalia.

**Availability**

The Contractor shall configure its resources such that no gaps in services occur resulting from leaves of absences and availability of physical resources.

**Contract Manager**

The Contract Manager provides contractual interface between the Prime Vendor, sub-contractors, DLA Troop Support, Hawaii and any designee. The Contract Manager provides expertise and coordination of contract compliance, including modifications. The Contract Manager will identify and develop solutions to any contractual issues and implement approved solutions in coordination with the government. The Contract Manager attends all meetings addressing the contract and travels throughout Hawaii, as required, in performance of his/her duties.

**Customer Service Representatives**

The Prime Vendor(s) shall assign, as a minimum, one (1) full time (dedicated) customer service representative (CSR) to each OCONUS warehouse to maintain continuous contact with the ordering activities, and especially with regard to emergency service requirement, product quality complaints, shipping discrepancies, and damaged product. 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. While English-speaking truck drivers are not required, they are preferred. In either instance, all truck drivers must be able to contact English speaking superiors at all times (via cellular phone or other direct line of communication) to allow for customers/Prime Vendor communication when necessary. At a minimum, quarterly visits to the customers or customer representatives under the resultant contract are required to show new items, product preparation, provide nutritional information and address any other concerns that the customers may have. Additionally, the Prime Vendor is required to have a representative attend scheduled management meetings at the customer locations. The name of the representative(s) and their telephone number, e-mail address, or any other method of communicating shall be furnished with 30 days after award.

**Passports, Visas and Processing Procedures**

At the Prime Vendor employee's and/or Prime Vendor's expense, the Prime Vendor employees shall obtain all passports, visas, badges or other documents necessary to enter and/or exit any area(s) identified by the Contracting Officer. Prime Vendor personnel, as identified by the Contracting Officer or Contracting Officer Representative, are authorized to receive Common Access Cards (CACs) and/or other Base Access Badges, which shall be issued by U.S. Government Authorities at the nearest available facility to the work location of the contractor.



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The Prime Vendor shall communicate directly with the customer to obtain access requirements. A plan of action for adherence to access requirements must be submitted to the Contracting Officer within 30 days of contract award. The plan of action shall include the contractors understanding of the access requirements per the U.S. Military and the local Government and how long it will take to meet the requirements.

All contractor employees shall be subject to the customs processing procedures, laws, agreements and duties of the country to which they are deploying.

**Hours of Operation**

The Contractor may be required to perform 24 hours per day, seven days per week, and 365 days per year to include all holidays. Working hours will correspond with the supported unit's mission requirements. The Contractor must at all times maintain an adequate work force to ensure uninterrupted performance of all tasks defined within this solicitation.

**Ethics Training**

When a contractor requires proprietary information from others to perform a Government contract and can use the leverage of the contract to obtain it, the contractor may gain an unfair competitive advantage unless restrictions are imposed. These restrictions protect the information and encourage companies to provide it when necessary for contract performance. They are not intended to protect information--

(1) Furnished voluntarily without limitations on its use; or

(2) Available to the Government or contractor from other sources without restriction.

(b) A contractor that gains access to proprietary information of other companies in performing advisory and assistance services for the Government must agree with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished. The contracting officer shall obtain copies of these agreements and ensure that they are properly executed.

Prior to commencing contract performance, the Contractor shall require all employees to complete ethics training. Ethics training shall cover FAR 3.104, Procurement Integrity, personal and organizational conflicts-of-interest in accordance with (IAW) FAR Subpart 9.5 and instruct contractor employees on identifying actual and potential Organizational Conflicts of Interests Prior to commencing contract performance, the Contractor shall furnish to the Contracting Officer evidence that each contractor employee has received training IAW this SOW Paragraph which shall include a signed statement by each contractor employee whereby the employee agrees that he or she will not discuss, divulge or disclose any such proprietary information or data to any person or entity except those persons within the contractor's organization directly concerned with the performance of the contract. Prior to commencing contract performance, the Contractor shall obtain a financial disclosure agreement, similar in form/content of the Office Government Ethics (OGE) Form 450, for each employee assigned to the contract.



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The Contractor shall also obtain financial disclosure agreements for all subcontractor employees assigned to the contract. If after award, the Contractor discovers an employee's financial conflict of interest, with respect to this contract, the Contractor shall make an immediate and full disclosure in writing to the Contracting Officer. The disclosure shall include identification of the conflict, the manner in which it arose, and a description of the action the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict. The contractor shall provide annual ethics training for all contractor employees performing the contract and furnish evidence of that each contractor employee has completed the annual training in the same form as evidence of training. The contractor shall obtain annual financial disclosure agreements from all employees assigned to the contract.

### **Contingency CONOPS**

The Prime Vendor shall be able to support DLA customers in the event that their warehouse(s) become unusable for any reason including but not limited to the following: inaccessibility by road, destroyed by attack, infestation, lack of proper HVAC, loss of lease, arson, other acts of God, etc. Upon award, the Prime Vendor will be required to provide a detailed contingency CONOPS explaining how they will provide support to DLA customers in the event that their warehouse platform(s) become unusable. The Prime Vendor must have the capability to perform the CONOPS at all times throughout the life of the contract. From time to time, the Prime Vendor may be required to update its CONOPS based on conditions in the Areas of responsibility (AORs). This Contingency CONOPS may be tested at any time throughout the life of the contract. Such testing will be at no additional costs to the Government and shall be included in the Prime Vendors distribution price.

<b>QUALITY CONTROL, QUALITY ASSURANCE AND INSPECTIONS</b>
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### **1. PRODUCT QUALITY**

Acceptance of supplies awarded under this solicitation will be limited to product processed and packed from the latest seasonal and/or latest pack available during the specific annual contract period. For annual pack items, including seasonal items, products will be from the latest seasonal pack available, unless approved in advance by the Contracting Officer.

**The following language applies only to Land and Navy Ship customers, other than Military Sealift Command (Cargo) ships:**

For items produced with shelf life greater than 150 days, no product shall be delivered to customers with less than 30 days manufacturer's original shelf life remaining unless the customer grants prior written approval.

If product is manufactured with 150 days of shelf-life or less the Contracting Officer requires a minimum of 15 days remaining shelf-life at time of delivery. For items manufactured with

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less than 15 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 ensure that product will meet the end-use customer's usage needs.

***For Navy Ships Only:***

Milk (fresh), Whipping Cream (fresh), Cream (fresh), and Half and Half (fresh), Ice Milk Mix, Fresh (soft serve), Milk Shake Mix, Fresh (direct draw) must have minimum 7 days product shelf life remaining upon delivery.

Half and Half (ultra-pasteurized) and Buttermilk must have a minimum 45 shelf life days remaining upon delivery. Whipping Cream (ultra-pasteurized), Cream (ultra-pasteurized) and Eggnog (ultra-pasteurized) must have a minimum 21 days product shelf life remaining upon delivery.

Cottage Cheese, cultured, or acidified, normal shelf life, and Cottage Cheese, cultured or extended shelf life, must have a minimum 21 days product shelf life remaining upon delivery.

Sour Cream must have a minimum 21 days product shelf life remaining upon delivery.

Yogurt must have a minimum 21 days product shelf life remaining upon delivery.

Ice Cream must have a minimum 7 months shelf life remaining upon delivery.

All products delivered shall be as fresh as possible and well within the manufacturer's original shelf life (i.e., Best if Used by Date, Expiration Date, or other markings). All products shall be identified with readable "open coded" "Best When Used by Date," "Sell by Date," date of production, date of processing/pasteurization or similar marking indicating the end of the guaranteed freshness date.

Products required by the DLA Troop Support Item Description to be chilled must be maintained and delivered chilled; products required to be frozen must be delivered frozen to the DLA Troop Support customer unless approved by the Contracting Officer.

Some products commonly sold as "Chill" in the commercial market may be required to be frozen, as described and identified as "Frozen" within the DLA Troop Support item description. This is due to customer need and shipment to OCONUS locations, so these specific items should be purchased frozen from the manufacturer. These short-shelf life "chilled" items that require delivery/storage in a frozen state may include but are not limited to: hot dogs, bologna, bacon, deli meat(s), cooked ham(s), other cooked meat(s), and cheeses. These items should be frozen at the manufacturer's plant. If the manufacturer does not have this capability, then the contractor is responsible. These items, identified as "Frozen," shall be blast-frozen by the contractor following the manufacturer's "Freeze-by- Date" guidelines to preclude degradation and extend shelf-life. The contractor's label shall correlate with the manufacturers' frozen shelf life recommendations for each type of product. All documentation of the manufacturer's recommended "Freeze-by-

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Date” and the frozen item recommended shelf life should be available for review if the product is blast-frozen at the contractor's facility.

*NOTE:* a product designated by DLA Troop Support as “Frozen” shall never be frozen using a slow-frozen process.

***Military Sealift Command cargo orders:***

The contractor must supply products with a shelf life of not less than 50% of the products’ original shelf life remaining. Expiration dates are based on the manufacturer’s shelf life of the product. Exceptions will be decided by the Contracting Officer on a case-by-case basis based on input from the customer.

The contractor must maintain adequate inventory turnover rate information. The contractor must also have a system that tracks and aids in the control of shelf-life and proper shelf-life dating for items normally inventoried.

**2. Expired Product/Shelf Life Extensions:**

It is NOT DLA Troop Support’s Policy to grant shelf life extensions for contractor 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, customer approval, and price reduction offered. The procedures for contractor request for shelf life extensions for contractor product are as follows:

- i. The Prime Vendor submits the extension request to the Contracting Officer. The paperwork shall include the following: NSN, Part Number, Item Description, original number of cases received, date received at PV facility, Manufacturer’s original expiration date, number of cases issued, number of cases remaining/in-stock, Dollar Value, Price Reduction Offered, Reason/Justification for the request (slow-moving, error on quantity ordered VS quantity requested by customers, etc.), Manufacturer Letter of Extension, and Manufacturer’s extended expiration date. If acceptance of request is considered by the Contracting Officer, the Contracting Officer Representative(COR), as designated, coordinates/requests inspection of products from the local Military Inspection services (Veterinarian/Medical) for each specific product on the list.
- ii. The Military Inspection Services (Veterinarian/medical personnel) inspect each product (in accordance with their list of priorities) for wholesomeness and fitness for continued use. Products found fit for a shelf life extension should be extended (by the Military Inspection Services) by taking into consideration the length of the extension guarantee by the manufacturer and their own inspection results. Items fit for continued use should be extended using a MEDCOM Form 817 Quality Assurance Representative Correspondence form or other approved inspection document. The shelf-life of a product will not be extended, regardless of the Manufacturer Letter of Extension, if the Military Inspections

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Services inspection's results indicates unwholesomeness or product is not fit for continued use.

- iii. If shelf life extension is approved (after all the above steps are met), the Contracting Officer replies to the Prime Vendor with accept/reject of the submitted request for extension package for each item in question. The COR coordinates shelf life extension approvals to ensure items extended are issued immediately to customers agreeing to receive the products to preclude further product degradation. A copy of the shelf life extension approval (MEDCOM Form 817 and/or other Military Inspection Services paperwork) must accompany each shipment containing the extended product. Shelf-life shall only be extended once for any specific product. All requests for shelf life extensions for a product that was previously (shelf life) extended will be rejected by the Contracting Officer.
- iv. The contractor must request customer approval prior to delivering any product that has an extended shelf life.
- v. No product shelf life extension will be granted without a price reduction.

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

Level of Product Quality:

When designating an item as a match for the DLA Troop Support item in the market basket, the item must be:

- a. Identical in respect to packaging when the DLA Troop Support unit of issue is not described by weights (e.g., pound or ounce).
- b. Identical for portion control items, except that pack size may vary. For example, NSN 8905-00-133-5889 "Beef Braising Steak, Swiss" is described as "frozen, formed, portion-cut, not mechanically tenderized, US Choice Grade or higher, 6 oz. each, NAMP 1102 or equivalent, from knuckle, inside round, Eye of Round, or Outside Round, 53 lbs. per box." The requirement for the formed six (6) ounce portion must be identical. However, if the commercial pack size were a 15-lb. box, it would be acceptable by modifying the unit of issue ratio in the STORES ordering system. 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.
- c. Equivalent in respect to grade or fabrication.

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

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#### 4. Security Considerations / Product Protection / Food Defense

Accordingly, the awardee shall submit a Food Defense plan (NOTE: to download a copy of the DLA Troop Support Food Defense Checklist go to [http://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/TS\\_fs\\_check\\_151204.pdf](http://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/TS_fs_check_151204.pdf) or contact the applicable Contracting Officer or the DLA Troop Support Quality Audits & Food Defense Branch) Prior to the start of production under any resultant contract, the awardee will 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. DLA Troop Support -FTSB will conduct Food Defense Audits/reviews during PV Product Quality Audits, Unannounced Quality Systems Management Visits and/or other visits to verify the implementation, compliance and effectiveness of the firm's Food Defense Plan. DLA may request a copy of a firm Food Defense Plan at any time during the evaluation of the solicitation. 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 the facility
- d. Internal Security
- e. Training and security awareness
- f. Product Integrity
- g. Transportation Security

<b>PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS</b>
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Applicable food products, e.g. poultry, dairy and seafood items, delivered to customers listed in this solicitation, as well as any customer added to the Subsistence Prime Vendor Program, shall originate either from an establishment listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurements," or one which has been inspected under the guidance of the United States Department of Commerce ("USDC") or the United States Department of Agriculture ("USDA").

Any warehouse/storage facility used by the Prime Vendor to store food products intended for DLA customers must be inspected for sanitation and food defense compliance during Joint Quality Audits performed by USDA-AMS' and DLA Troop Support 's Quality Auditors or by USDA-AMS's Auditors as requested/directed by DLA.

*Note:* If the Prime Vendor stores, distributes, processes, and/or ships fresh fruits and vegetables (i.e. produce) to DLA customers, the USDA Guidance for fresh fruits and vegetables is the USDA-AMS Good Agricultural Practices ("GAP") Verification Directory or the USDA-AMS Good Handling Practices ("GHP")/Verification Directory for fresh fruits and vegetables. As applicable, a Hazard Analysis and Critical Control Point ("HACCP") Audit will be performed if a fresh-cut

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operation is performed at the Prime Vendor's facility. Bulk Fresh fruits and vegetable suppliers must be inspected and listed under the USDA-AMS GAP and/or the GHP Directory.

<b>WARRANTIES</b>
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The supplies furnished under the resultant contract(s) shall be covered by the most favorable commercial warranties that the Prime Vendor gives to any of its customers, whether Government or commercial. The supplies and the rights and remedies provided therein are in addition to, and do not limit, any rights afforded to the Government by FAR 52.212-4(o) "Warranty", "Contract Terms and Conditions-Commercial Items" (October 2018) and any addendum contained in the solicitation. The Prime Vendor will provide a copy of its most favorable commercial warranty to the Contracting Officer after award.

<b>QUALITY PROGRAM</b>
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1. An established Supplier Selection or certification program, which promotes competition and results in consistent quality with minimal variation in product, shall be used to ensure standardized product quality for each item supplied and/or listed in the stock catalogs, regardless of supplier. The rationale for choosing the supplier is based on successful relationships. The product quality shall be equal to that described in the pertinent item specification. Product characteristics shall be standardized to the extent that variations in flavor, odor, and texture will be minimized.
2. The Prime Vendor shall have a formal quality assurance program and a quality control manager that is responsible for oversight of the program. All aspects of quality as related to this subsistence contractor program shall be proactively monitored and evaluated by the Prime Vendor.
3. The Prime Vendor shall have inspection procedures that ensure the receipt, storage, and outbound movement of quality products to the customer. The Prime Vendor shall have adequate automated procedures, including procedures to ensure that the temperature and humidity controls that the Prime Vendor have in place are adequate and working.
4. It is the policy of the Federal Government to encourage responsible uses of medically-important antibiotics in the meat supply chain by supporting the emerging market for meat that has been produced according to responsible antibiotic-use policies, defined as those policies under which meat producers use medically important antibiotics only under veterinary oversight and only when needed to prevent, control, and treat disease – but not for growth promotion.

This policy is expected to be in place in 2023; however, offerors are strongly encouraged to begin adopting responsible antibiotic-use policies prior to this date.

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5. The Prime Vendor shall develop and maintain a quality program for the product acquisition, warehousing and distribution to assure the following:
- a. Standardized product quality;
  - b. Wholesome product by veterinary standards;
  - c. The usage of First-Expired, First-Out (FEFO) principles
  - d. Product shelf life is monitored;
  - e. Items are free of damage;
  - f. Items are segregated in OCONUS warehouses from commercial products;
  - g. Correct items and quantities are selected and delivered;
  - h. Ensure requirements of the Berry Amendment are met, when applicable;
  - i. Customer satisfaction is monitored;
  - j. Product discrepancies and complaints are resolved and corrective action is initiated;
  - k. Manufacturer, FDA, or DoD initiated food recalls are promptly reported to customers
  - l. DLA Troop Support;
  - m. Compliance with Environmental Protection Agency (EPA) and OSHA requirements;
  - n. Distressed or salvaged items or products shall not be used;
  - o. Applicable food products delivered originate from a source listed as a Sanitarily
  - p. Approved Food Establishment for Armed Forces Procurement;
  - q. Hazard Analysis and Critical Control Point (HAACP), if applicable;
6. Commercial standards are used to maintain temperatures appropriate for individual items.

<b>QUALITY SYSTEMS MANAGEMENT VISITS AND AUDITS</b>
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**1. Quality Systems Management Visits (QSMVs)**

The Supplier Support Division's audit personnel will conduct unannounced Quality Systems Management Visits (QSMVs) to review the Prime Vendor's compliance with the terms of the contract.

The visits will be either on a routine basis or as a result of unsatisfactory ratings received during DLA Troop Support Product Audits, customer complaints, requests from the Contracting Officer, or as otherwise deemed necessary by the Government. QSMVs may include visits to subcontractors and/or product suppliers/food distributors used by the Prime Vendor. If DLA Troop Support deems it necessary to conduct an on-site visit with a subcontractor, product supplier and/or food distributor used by the Prime Vendor, the Prime Vendor shall make arrangements for these visits. During the QSMV the Government may review/verify one, several or all of the following areas as deemed necessary (this is not all inclusive): methods and procedures used to comply with the terms of the contract; condition of storage facilities; product shelf-life management; inventory in-stock (i.e. age of product and condition, labeling, product rotation (e.g. First Expired-First Out), etc.); shelf life



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extensions; product substitutions; control of material targeted for destruction/disposal or to return to suppliers as a result of customers' returns including DLA Troop Support's contractor audit results and other recalls; review of paperwork for product destroyed/condemned or returned to supplier including but not limited to product rated Blue/Red during the last DLA Troop Support audit; customer returns, etc.; customer's notification on product recalls (product rated Blue/Red/other reason), etc.; and Prime Vendor's response to customer returns/issues and visits to customer locations. The QSMV may also include unannounced visits to customers served by the Prime Vendor.

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 Prime Vendor 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 Prime Vendor failure to take corrective action in response to QSMV findings, will be grounds for terminating the contract for cause. The government may, at its discretion, take other action to correct the concerns identified during the QSMV, such as but not limited to additional unannounced QSMVs. Such action will not constitute Government forbearance or waiver of noncompliance with contract requirements, and will not affect the government's right to terminate the Prime Vendor's contract or take other corrective or adverse action.

## **2. Product Quality Audits:**

### **Basic Audits**

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:

- a. Prime Vendor adherence to contract requirements;
- b. The quality level of the materials supplied is satisfactory and uniform throughout the DLA Troop Support -FT Subsistence Prime Vendor Regions; and there is no product misrepresentation or unapproved substitution.
- c. 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.



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Representatives from the above agencies form the DLA Troop Support Worldwide Food Audit Team.

- d. Each Prime Vendor will undergo an initial audit once per contract tier pricing period with the first audit occurring during the first tier pricing period and other audits occurring once during each subsequent tier pricing period. The Audits are conducted as a product cutting. The average cost of one Food Audit is estimated at \$9,500.00 (product cost only). As a Prime Vendor, your firm will be expected to provide samples of the government's choice at a cost of estimated at \$9,500.00 per audit. Additional cost may be incurred by the Prime Vendor if the Prime Vendor's facility does not have a facility/kitchen or the equipment needed to perform the audit. The Government will not pay for any products used during the food audit. All costs associated with these audits must be included in your standard distribution prices.

### **3. Audit Process**

The Prime Vendor will be given advanced notice of sixty (60) calendar days of an impending audit. Notwithstanding this, the Government reserves the right to conduct unannounced Produce Quality Audits or QSMVs.

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

If the Prime Vendor stores, distributes and/or ships fresh fruits and vegetables to DLA customers, a Produce Quality Audit may be conducted in conjunction with the Prime Vendor Quality Audit or separately. Also, a Joint DLA/USDA-AMS Good Agricultural Practices ("GAP")//Good Handling Practices ("GHP")//Hazard Analysis and Critical Control Point ("HACCP") (if fresh-cut operation performed at the Prime Vendor facility) will be performed. A Produce Quality Audit is typically a two (2) day process. Day one is devoted to sample selection at the Prime Vendor's warehouse and performance of the GAP/GHP/HACCP Audit. Day two encompasses the performance of the actual Produce Quality audit, a Joint USDA-AMS effort. Warehouse/storage facility used by the Prime Vendor to store food products intended for DLA customers will be inspected for sanitation and food defense compliance during Joint Quality Audits performed by USDA-AMS' and DLA Troop Support 's Quality Auditors or by USDA-AMS's Auditors as requested/directed by DLA.

Upon arrival at the Prime Vendor's facility (Day One), the Lead Auditor will provide a list of items identified for evaluation and the samples will be selected by a USDA-AMS' Auditor. The Lead Auditor will accompany the USDA-AMS during the performance of the GAP/GHP Audits.

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Items selected for evaluation will be segregated from the Prime Vendor's regular inventory and appropriate procedures shall be used to maintain the integrity of the samples.

Evidence that the Prime Vendor has replaced or tampered with samples, or otherwise interfered with the audit samples and/or audit process will result in the contractor failing the audit. One or more audit failures may be grounds for terminating the contract.

During the Produce Quality Audit (Days Two), the DLA Troop Support Lead Auditor will assign an item rating based on compliance with or departure from stated requirements in the DLA Troop Support NSN catalog and the specified US Grade Standard. Items will also be audited to determine compliance with the Berry Amendment, approved source requirements, FDA Retail Food Code, USDA Warehousing Standards, Good Manufacturing Practice, additional provisions of the Code of Federal Regulations and other applicable standards.

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

**PRIME VENDOR PRODUCT AUDIT RATINGS (COLOR CODE RATING SYMBOLOGY)**

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

**MINOR NONCONFORMANCE (YELLOW)** = Not fully acceptable. A minor nonconformance is a deviation from the contract or the item description stock number requirements. This minor nonconformance is not likely to materially reduce the usability or serviceability of the item for its intended purpose or affect its condition and/or the continued storage of the item for further use. Examples of minor nonconformance's: Cataloging issues; Minor workmanship/fabrication violations; Minor weight/portion control violations; Items that exhibit very slight freezer burn or dehydration on some sample units; Minor deviations from packing, packaging, labeling and marking requirements that would not necessitate a regulatory market suspension or affect DLA Troop Support ability to recall the item.

**ACTION REQUIRED:** This nonconformance requires attention from the Prime Vendor. Minor nonconformances may be tolerated by the customer for a short period of time (until the Prime Vendor receives a new product at its Hawaii OCONUS facility, but for no more than 30 days at CONUS locations).

**MAJOR NONCONFORMANCE (BLUE)** = A major nonconformance, other than critical, is a deviation from the contract or the item description stock number requirements. This major nonconformance is a deviation that materially affects or is likely to have a major effect on the serviceability, usability, condition and/or continued storage of an item for further use.

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Examples of major nonconformance's: Domestic source/regulatory/approved source violations; Wrong item; Grade failures or mismatch; Major workmanship/fabrication violations; Major weight/portion control violations; Item shelf life/ expiration date violations; Not latest season pack/crop year violations; Items that exhibit major freezer burn or dehydration, temperature abuse, and/or other off condition that although not likely to result in hazardous or unsafe conditions, the defect and/or combination of defects materially affect the item serviceability for its intended purpose and/or prevents the performance and production of an end item/meal by the customer; and/or major deviations from packing, packaging, labeling and markings that would necessitate a regulatory market suspension or have a major effect on DLA Troop Support's ability to recall the product.

**ACTION REQUIRED:** Prime Vendor is required to STOP ISSUE of the item, unless otherwise approved by the Contracting Officer.

**CRITICAL NONCONFORMANCE (RED)** = A critical nonconformance is a deviation that judgment and experience indicate consumption of the item is likely to result in hazardous or unsafe conditions for individuals. An item will receive a Red Rating if it contains a critical defect(s) that involve food safety issues such as wholesomeness, foreign material, contamination or adulteration issues that judgment and experience indicate consumption of the item is likely to result in hazardous or unsafe conditions for individuals.

Examples of critical nonconformance's: Items with food safety concerns are those items that exhibit decomposition, contamination, foreign material, and/or other conditions that render an item unfit for human consumption.

**ACTION REQUIRED:** Prime Vendor is required to STOP ISSUE of the item, immediately NOTIFY DOD CUSTOMERS, REQUEST RETURN of the item in question, and notify supplier/producer of the item (if applicable).

**NOTES:**

**1/ MAJOR NONCONFORMANCE (BLUE)** = In Prime Vendor OCONUS locations only, the Contracting Officer may approve continue issue of the item because of location extenuating circumstances and on a case-by-case basis. This approval is dependent on the type and severity of the deviation; DLA Troop Support - 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 Prime Vendor screening/rework of the nonconforming item and follow-up Government inspection/audit to verify action taken by the Prime Vendor (at no cost to the Government for inspection/travel costs).

At CONUS/OCONUS locations, only the Contracting Officer, not the customer or the Lead Auditor, has the authority to accept items not meeting item description cited in DLA Troop Support catalogs. The rating assigned to the item WILL NOT be changed by the Lead

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Auditor because of acceptance with a waiver/rework/repair of the item is in question. The DLA Troop Support Food Safety Office (DLA Troop Support -), at the request of the Contracting Officer, may issue a restricted (to DLA Troop Support customers only) Hazardous Food Recall for all those items originating from an unapproved source and distributed to DLA Troop Support customers worldwide.

**2/ CRITICAL NONCONFORMANCE (RED)** = The DLA Troop Support Food Safety Office (DLA Troop Support-FTW) will issue a Hazardous Food Recall for all critical nonconformance's involving items with food safety concerns that render an item unfit for human consumption or may present a health hazard for DOD customers. If applicable, the Contracting Officer should suggest suppliers/producers of the item to review shipping documents to ensure the same item was not delivered to other DOD customers.

#### **4. Audit Preparation**

The Prime Vendor is responsible for and will bear all costs for the facility and the equipment/supplies used during the audit. Immediately upon receipt of the audit notification, the Prime Vendor shall make arrangements to use their normal product cutting room/kitchen (if adequate) or find another facility for the audit. If there is no space available at the Prime Vendor facility or the space is inadequate other arrangements must be made by the Prime Vendor.

The room must be equipped with running water. Cleanup of the cutting area/room and continuous cleanup of equipment will be the Prime Vendor's responsibility. The Prime Vendor must call the Lead Auditor to discuss the location, adequacy of the facility, and equipment available as soon as possible but no later than 45 Calendar days prior to the audit. The following is the list of equipment / personnel that may be needed:

- Freezer storage area to store samples selected.
- Chill area for tempering product for approximately 10 + pallets.
- Tables for conducting the audit and demonstration.
- Sinks/wash area equipped with sanitizing soap for cleaning knives and equipment.
- Water jet spray attachment for the sink.
- Pans or work area in close proximity to a sink area to drain/purge from packaged product.
- Deep fat fryer.
- Microwave.
- Calibrated scales/Test Weights – A scale capable of weighting portion control items and roasts; a large scale capable of weighting large cases (weighing up to 100 pounds); a digital portion scale capable of weighting in ounces and grams. And capable of measuring down to the nearest hundredth is preferable and a set of test weights with a recommended weight range of 1.0 ounce to 1 pound.
- A minimum of 10 large flat baking sheet pans, plastic trays or some type of tubs to place thawed meats. Cart to move samples around.

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- Cutting boards (two or three).
- Large trash cans with bags.
- Power hook-up for 3-4 computers. Access to a copy machine.
- Small box for ground beef samples (Approx. 10 oz.) and dry ice or cold packs for mailing.
- Miscellaneous supplies: Paper towels; heavy-duty plastic bags; one box of large latex gloves; paper flip chart/easel with markers (RED, BLUE, ORANGE, GREEN, BLACK); cellophane tape.
- Optional but considered highly desirable: Cloth towels and floor covering to maintain clean and sanitary floor areas.
- A camera and a person to take digital pictures during the audit may be required.
- A copy of the pictures will be e-mailed to the DLA Troop Support auditor at the end of the audit.

## **5. Sample List/Selection of Samples**

The DLA Troop Support Lead Auditor will provide a list of sample items upon arrival at the contractor facility. Two samples for each item will be selected. Pick list/picker stickers, six-month velocity or usage report, and an on-hand inventory quantity report (i.e. number of cases on hand) should be developed for each item after receipt of the list.

In addition, since all seafood items are required to originate from an approved source, copies of certificates/documentation for these items and any item on the list that is required to be certified must be available for review upon arrival at the facility. Warehousing assistance will be required to pull and prepare samples for the audit. Assistance with moving samples from the storage areas to the audit area and also continuous removal of items after review will be required on audit days. Some samples will require tempering/thawing. An area will need to be provided for the sample tempering process with a capacity for at least 10 or more single layer pallets side by side. In order to rapidly temper these items, the warmest area at the facility will be needed.

Upon tempering the items will need to be placed in a chilled environment. All samples must be stored in controlled conditions to protect from abuse or tampering. The meat audit items (approx. 13-20) will be primarily Center of the Plate –Beef and Pork- Steaks, Roasts, Chops, Diced, and Ground items. Ground Beef Bulk and Patties will be sent to the USDA laboratory for Analytical testing- Fat only. The Prime Vendor will need to arrange for the shipping of the samples approximately 4 ounces, except in OCONUS areas where prohibition exists or it is impractical. The seafood items (approx. 13-20) will consist of Fish - Portions, Sticks, Fillets, and Steaks, Shrimp, Lobster, Crab, Clam, Oyster, and Crawfish. Poultry items (approx. 13- 20) will also be center of the plate items. Processed Products Fruit and Vegetable will consist of approximately 13-20 Items.

*NOTE:* Certification/Documentation - To avoid delays/questions during the audit, the Prime Vendor should ensure that ALL products intended for DLA Troop Support customers are derived from Approved Sources and meet the Berry Amendment

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requirements (unless otherwise is indicated in the contract or authorized by the Contracting Officer). The Prime Vendor should obtain and have the following certifications/documentation available during the sample selection (preferable) and/or during the audit should the Lead Auditor need to review documentation to verify compliance with the following: All Seafood items are required to originate from an approved domestic source; processed fruits and vegetables are required to be from the latest seasonal pack (crop year) available, so be prepared to provide seasonal pack/crop year information for samples selected; and any item on the list that is required to be certified must be available for review.

## **6. Audit Results**

Quality audit results are performance indicators that will be used in conjunction with a Prime Vendor's past performance when evaluating its overall performance on future procurements. DLA Troop Support considers 85% acceptability for each category (Meats, Poultry, Seafood, and Processed Products) as the minimum standard for acceptable performance.

The Prime Vendor will be given a detailed report on each product reviewed. It will be the Prime Vendor's responsibility to take immediate action to correct any deficiency uncovered during the audit. Corrective action must include action to address the deficiency and the system which allowed the deficiency to occur. Audit failures and/or failure to take corrective action will be grounds for terminating the contract.

## **7. 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 contractor.

Additionally, the Prime Vendor may be liable for Government costs (USDA-AMS/USDC inspection costs, travel, per diem, administration, etc.) incurred as a result of performing a follow-up audit. During a follow-up audit only those commodities that failed the initial audit (scored <85%) will be audited. Also, a commodity that had an unreasonable number of items not-in-stock (more than 50% of items listed in the PV's catalog were NIS) during the initial audit, may also be audited during a follow-up. If the follow-up is a one-day audit (one or two commodities) these samples may require removal from refrigeration and/or frequent monitoring by Prime Vendor personnel, the previous day/evening to ensure thawing within a 24-hour period. Additionally, the DLA Troop Support -FTSB's Lead Auditor may stop at the facility to review the thawing progress the evening before the audit.



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**8. Audit failures**

As noted herein, audit failures and/or failure to take corrective action will be grounds for terminating the contract. The Government may, at its discretion, take other action to address the audit failure such as, but not limited to unannounced QSMVs or follow-up audits. Such action will not constitute Government forbearance or waiver of the deficiency and will not affect the Government's right to terminate the Prime Vendor contract or pursue other corrective or adverse actions against the contractor.

<b>Juice and Drink Dispensers and Soft Serve/Yogurt Machines</b>
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1. When requested, the Prime Vendor shall furnish beverage dispensing machines and soft serve/yogurt machines, as specified herein. The upkeep of the machines consists of but not limited to, labor, transportation, and supplies required to repair and maintain the equipment, shall be the sole responsibility of the Prime Vendor.
2. The Prime Vendor shall furnish mechanically refrigerated dispensing machines and heads suitable for use with prime vendor cataloged products. 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.
3. The Prime Vendor will provide a technically qualified service representative to perform 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.

<b>Hot Soup, Mashed Potato and Cereal Dispensers</b>
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1. 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, and any additional costs will be included in proposed distribution price.

<b>WAREHOUSING AND SANITATION PROGRAM/STORED PRODUCT PEST MANAGEMENT</b>
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The Prime Vendor shall develop and maintain an approved, commercial sanitation certification and adhere to a stored product pest management program for the food and other co-located non-food items that comply with industry standard programs such as the Code of Federal Regulations, Title 21, Part 110, Food manufacturing Practices, the Federal Insecticide, Fungicide, and Rodenticide Act, the Food, Drug, and Cosmetic Act of 1938 as well as all pertinent state and local laws and regulations. Records of inspections performed by the firm, subcontractor, or recognized

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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.

<b>DELIVERY TEMPERATURES, SHIPPING AND STORAGE REQUIREMENTS</b>
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1. 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:
    - a. Packages must be solid, not soft, upon arrival;
    - b. Container and wrapping must be intact, not damaged, and in a solid condition;
    - c. Packages must be free of drip and show no evidence of thawing and re-freezing (i.e. watermarks on boxes; off odor) or dehydration; and
    - d. Cello wrapped packages will not be discolored or show other signs of freezer burn.
  - B. Items requiring "Protection from Heat" shall be stored and delivered at a temperature below 70 degrees Fahrenheit.
  - 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 shall not exceed 0 degrees Fahrenheit

<b>REJECTION PROCEDURES</b>
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1. If product is determined to be defective, damaged, and/or compromised in any other manner, it may be rejected by the authorized Government receiving official.
2. When product is found to be non-conforming or damaged, or otherwise suspect, the authorized Government receiving official shall reject the item and/or determine the course of action to be taken with the product in question. If present, the Contracting Officer Representative (COR) may be consulted. The final decision is to be made by the authorized Government receiving official or Contracting Officer.
3. In the event an item is rejected, the delivery ticket/invoice shall be annotated as to the item(s) rejected. These items shall then be deducted from the delivery ticket/invoice. The delivery ticket/invoice total must be adjusted to reflect the correct dollar value of the shipment.
4. Replacements will be authorized based on the customer's needs. Any replacement



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delivered items will be delivered under a separate delivery ticket/invoice utilizing a new call number, CLIN number, and delivery order number. These re-deliveries will not constitute an emergency requirement and therefore will have no additional charges. These re-deliveries shall be made by the Prime Vendor as soon as possible.

5. In the event that a product is rejected after initial delivery is made, the Prime Vendor may be required to pick up the rejected product or the customer may agree to dispose of it. 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 contractor has already been paid for the product, an offset will be issued through DLA Troop Support's financial system.
6. Government policy requires that product shall be inspected upon receipt as promptly as practicable. However, failure to promptly inspect or accept supplies shall not relieve the Prime Vendor from responsibility, nor impose liability on any of the customers, for nonconforming supplies.
7. Supplies transported in vehicles which are unsecured, show signs of tampering, not sanitary, or which are not equipped to maintain prescribed temperatures, may be rejected summarily without further inspection.
8. Product that is rejected shall not be delivered to any customer.

<b>AUTHORIZED RETURNS</b>
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The Prime Vendor shall accept returns under the following conditions:

- Products shipped in error;
- Products damaged in shipment;
- Products with concealed or latent damage;
- Products that are recalled;
- Products that do not meet shelf life requirements;
- Products that do not meet the minimum quality requirements as defined for the items listed in the catalogue;
- Products delivered in unsanitary delivery vehicles;
- Products delivered that fail to meet the minimum/maximum specified temperature;
- Quantity excess as a result of order fulfillment error by the contractor / and or purchase ratio factor error; and

<b>SHORT SHIPMENTS AND SHIPPING ERRORS</b>
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1. The authorized Government acceptance official will annotate short shipment(s) on the delivery ticket/invoice that accompany the delivery. Once complete, the acceptance official will print their full name, sign and date the delivery invoice. The Prime Vendor's

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representative (i.e. the truck driver/pilot), will acknowledge and countersign the delivery ticket/invoice.

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

<b>ARMY VETERINARY INSPECTORS AND INSPECTIONS</b>
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As described and detailed in this solicitation, all inspections by United States Army Public Health Command ("USAPHC") (Formally VETCOM) 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 PACOM, Third US Army, or any other Department of Defense entity. Any and all inspection determinations made by the USAPHC shall be final.

<b>MILITARY INSPECTION AT DESTINATION</b>
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1. All deliveries are subject to military inspection at destination. Delivery vehicles may be required to stop at a central location for inspection before proceeding to the assigned delivery point(s). Additionally, upon completing the delivery (or deliveries) and before the carrier leaves the installation, copies of the invoices may be required to be delivered to a central "Accounting Office" activity on the installation after all drops have been made and prior to the carrier's departure from the installation.
2. Under normal conditions, all deliveries shall be F.O.B. Destination to the end user delivery points. The delivery points are indicated in the Customer Section below. For Prime Vendor deliveries of product from the OCONUS facility(s), all items will be delivered to end-user customer delivery point's loading platform (unless otherwise indicated) and be free of damage, with all packaging and packing intact. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charge involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the final destination. The Prime Vendor may be liable directly to the carrier(s) for charges for detained containers, port storage of detained containers, and maintenance of detained refrigerated containers. The Prime Vendor shall pay and bear all charges to the specified point of delivery. For complete definition of F.O.B. Destination, see FAR 52.247-34, F.O.B. DESTINATION (Nov 1991), which is incorporated into this solicitation by reference.
  - a. FOB Destination Shipments: All shipments, unless otherwise specified by the Contracting Officer.
  - b. Inspection and acceptance of products will be performed at destination by an authorized Government receiving official. The inspection is normally limited to identity, count and condition; however, this may be expanded if deemed necessary by either the military Veterinary Inspector, Dining Facility Manager, Food Service Advisor/Officer, or the Contracting Officer.

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- 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 Government receiving official at each delivery point is responsible for inspecting and accepting products as they are delivered. The delivery ticket/invoice shall not be signed prior to the inspection of each product. All signatures, whether from the Prime Vendor or the customer, must be legible so that the individual signing may be identified and questioned in the circumstance of any dispute that may arise.
  - e. All overages/shortages/returns are to be noted on the delivery ticket/invoice by the authorized Government receiving official and truck driver/pilot. A signature on the delivery ticket/invoice denotes acceptance of the product.
  - f. The Prime Vendor shall forward two (2) copies of the delivery ticket/invoice with the shipment. The authorized Government receiving official will use the delivery ticket/invoice as the receipt document. Two (2) copies of the signed and annotated delivery ticket/invoice will serve as the acceptance document. No invoice may be submitted for payment until acceptance is verified.
3. Under special circumstances; i.e., special military exercises, F.O.B. Origin terms will apply. In these instances, the Government will accept product at the Prime Vendor's CONUS facility (FOB Origin) and a fifty percent (50%) reduction of the distribution price shall be applied. For complete definition of F.O.B. Origin, see FAR Clause, 52.247-29, F.O.B. ORIGIN (Feb 2006), which is incorporated into this solicitation by reference. On any F.O.B. origin shipment, the Prime Vendor must arrange for USDA Inspection and is responsible for associated cost.
- a. FOB Origin Shipments – Only when specified by the Contracting Officer.
  - b. Inspection and acceptance of products will be performed at the Prime Vendor's CONUS distribution point by a USDA official (costs for this inspection program are borne by the Prime Vendor). Inspection will normally be limited to identity, count, and condition. The USDA official will sign the contractor prepared DD Form 250 form denoting acceptance of the product by the government. Invoices matching the DD250 quantities along with a copy of the DD250 will be express mailed by the contractor to both DLA Troop Support and the end customer.

<b>PACKAGING, PACKING, AND LABELING</b>
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- 1. All packaging and packing shall be in accordance with best commercial practices. Labeling shall be in accordance with commercial labeling complying with the Federal

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Food, Drug and Cosmetic Act and regulations promulgated there under. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code. The Prime Vendor shall be responsible for complying with any applicable packaging, packing, and marking regulations of the various countries in/through which product will be stored/transported.

2. Semi-perishable items shall be snugly packed in shipping containers that fully comply with the National Motor Freight Classification and Uniform Freight Classification Code, as applicable.
3. All food and beverage products shall be identified with open code dates clearly showing the use by date, date of production, date of processing/pasteurization, sell by date, best if used by date, or similar marking indicating the end of the guaranteed freshness date. The Prime Vendor shall provide a code book for label/date verification.
4. All meats, poultry, and seafood will be vacuum packed when practicable. In all instances the packaging must protect the product from freezer burn and contamination.
5. Frozen product must be processed and packed to allow removal of the individual units from the container without damage to that or other units. The intent is to be able to remove only that amount of product required for current needs, without the necessity of defrosting all units.
6. Chill and freeze products must be shipped in refrigerated (Reefer) Vans and appropriately separated per temperature requirements as referenced in the DELIVERY TEMPERATURES, SHIPPING AND STORAGE REQUIREMENTS section above.

<b>MARKINGS</b>
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1. To ensure that the carrier and the receiving activity properly handle and store items, standard commercial precautionary markings such as “KEEP FROZEN”, “KEEP REFRIGERATED”, etc. shall be used on all cases when appropriate.
2. To the maximum extent possible, nutritional and ingredient labels shall be placed on the individual package.
3. Any delivered product not labeled with the name and address of the manufacturing establishment must be identified as to its manufacturer by “timely” advance written notice to each installation’s officer in charge of food service (e.g. Installation Food Advisor (IFA)). The listing is requested in alphabetical order in respect to the shipping container nomenclature. This listing must be kept current and provided to each Installation’s Food Advisor, Food Service Officer, or FSC on a quarterly basis.

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**Case Marking/Labeling – Customers OTHER THAN THE NAVY**

Shipping cases shall be marked or labeled on one end or side panel with the following information:

- Item Nomenclature or Description
- Global Trade Item Number (GTIN)
- Date of Pack
- Product Expiration Date and/or
- Best If Used By Date

**Case Marking/Labeling – NAVY CUSTOMERS including Military Sealift Command**

Shipping cases shall be marked or labeled on one end or side panel with the following information:

- NSN
- FIC (Navy Food Identification Code) – If the Item HAS a FIC Code
- Item Nomenclature
- Quantity Unit Pack Unit of Issue Case Weight Case Cube Date of Pack
- Product Expiration Date
- Lot Number

4. **CODE DATES:** All products shall be identified with readable open code dates (open code dates are markings that indicate product expiration date). All products delivered by the Prime Vendor will have an “open coded” (month/year) “Date of Pack” (DOP) and an “open coded” “Best When Used by Date,” “Sell by Date,” date of production, date of processing/pasteurization or similar marking indicating the end of the guaranteed freshness date. If the product manufacturers/producers do not use open code dating, the Prime Vendor should request labeling with open code dates or shall use the origin manufacturers/producers Product Code Key to decode the item shelf life information, decode the closed code date, and must apply the open code date to their own label. Item Nomenclature shall be sufficient to identify the item. It is mandatory that a label containing this information be on every case delivered. Bar Codes are not required on shipping cases. If bar codes become a requirement during the life of this contract, the Prime Vendor will be required to apply the bar codes as directed.
5. **TRACEABILITY REQUIREMENTS FOR PRIME VENDOR AND ITS SUPPLIERS RE-PACKAGING AND RE- LABELING PRODUCTS:**

If the Prime Vendor removes the item from the manufacturer’s original packaging/shipping container and re-packages/re-labels an item, documentation must be maintained to trace the item back to the original producer/packer in case of a hazardous food recall or an item is rated Red/Critical during a DLA Troop Support audit. The Prime Vendor shall maintain or request from its suppliers documentation/certificates containing the following information: Item nomenclature, name and number of establishment, location, country of origin, date of production/pack (“DOP”), lot number, etc. If processing/production/packaging of the item occurred in more than one establishment,

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documentation for each item must also be maintained/provided. These records must maintain traceability of the item to the extent that a lot number/DOP/Code Date of an item can be traced back to the original manufacturers/producers of an end item. The manufacturer/producer and/or the contractor's item label shall clearly identify the item(s) shelf life information (using an open code date) on the exterior of each case. In addition, the Prime Vendor must maintain records of quantities and when and where the re-packaged/re-labeled item(s) were shipped. The Prime Vendor must be able to show/provide DLA Troop Support Quality Auditors the documentation for samples selected during contractor Product Quality Audits or Unannounced Quality Systems Management Visits (QSMVs). It is the Prime Vendor's responsibility to notify and ensure their suppliers understand and comply with this requirement.

6. 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 Prime Vendor to isolate suspected items in order to notify customers in an expeditious manner whenever products are rated "Red/Critical" during a DLA Troop Support audit. The above requirements serve two main purposes: (1) To protect DLA Troop Support's customers and expeditiously notify them in case of accidental or intentional tempering/contamination and/or to prevent consumption of unsafe/hazardous products and (2) To maintain traceability of re-packaged/re-labeled items in order to verify country of origin, approved source requirement during the shelf life cycle of the item in the contractor storage and the customer's receipt/storage of the item in order to expedite the recall process for all suspected items intended for DLA Troop Support's customers.

<b>PALLETIZATION</b>
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All Prime Vendor shipments must be palletized in accordance with good commercial practices. The Prime Vendor is responsible for the purchase of all pallets, which must be American sized pallets (48 x 40 inches). Pallets may not always be returned on a 1 to 1 basis. This does not relieve the Prime Vendor from delivering products on the proper type pallet. Pallet retrieval and all associated costs shall be the responsibility of the Prime Vendor. The Prime Vendor shall check all Navy customers piers for Prime Vendor-owned pallets on a regular basis (delivery days), Monday through Friday between 0800-1500 hours (i.e., 8:00 AM-3:00 PM local time) and retrieve Prime vendor-owned property. Pallets must be identifiable with the Contractor's logo or other distinct markings. If pallets are not retrieved before the cut-off times, the base recycle truck driver is required by security regulations to pick up and move pallets to a remote location. Deliveries will be uniquely palletized for ultimate consignees. Under no circumstances will material for different consignees be co-mingled on the same pallet.

The palletized/containerized unit loads require placards. The placards contain identification and contract data markings, which are to be stenciled, printed or labeled on two adjacent sides of the unitized load. The placards contain the stock number, Food Items Code (FIC), item description, quantity, size and unit, the quantity is the number of shipping



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cases in the unit load, the gross weight and cube, the contract and delivery order number, expiration date and the contractors name and address.

Cases may be mixed on the pallet but are to be skillfully built to protect the product and case integrity as to allow the receiver to out check/in check all items on that pallet. All shipments must include a pallet manifest in addition to the truck manifest.

**Customers Other Than Navy Ships:**

Palletization shall be in accordance with good commercial practices. Pallet height should not exceed 60", including the pallet.

**Special Navy Ship Requirements:**

1. All product must be palletized and placed on the pier alongside or at the brow of the ship, or as directed by the authorized ship representative.
2. Deliveries will be uniquely palletized for ultimate consignees. Under no circumstances will material for different consignees be co-mingled on the same pallet.
3. The contractor shall use standard commercial palletization and mechanical shrink-wrapping. Pallet retrieval, and all associated costs, shall be the responsibility of the Contractor.
4. The contractor shall provide a standardized pre-delivery customer fill rate report in hard copy in Excel format.
5. Cases may be mixed on a pallet as long as ANY one-line item is not embedded in the pallet and not visible or if all cannot be sight counted without breaking down the pallet.
6. The palletized/containerized unit loads require placards. The placards contain identification and contract data markings, which are to be stenciled, printed or labeled on all four sides of the unitized load. This placard should identify stock number, Food Item Code (FIC), item description, document number for each item, and quantity (quantity is the number of cases on pallet).

**For deliveries to Aircraft Carriers (CVN/LHA/LHD Ship Classes) or Resupply Ships for their CARGO Load, the following applies:**

1. Palletized material shall not exceed 48" in height including the pallet, with the option to palletize to 38" high upon request from MSC.
2. Product shall be palletized one-line item per pallet when practicable.
3. Palletizing shall be done using a two-way wing type pallet. The commercial wood wing pallet dimensions must be 40"X48"X48" or 48"X40"X48". The Industrial Standard Specification for Wood pallets is the "American Society of Mechanical Engineers (ASME) MH1-Part 9, Part Number MH1-9-05-SW4048." All pads must be commercial fiberboard, 40"X48", positioned on the pallets before loading. The unit load bonding material must consist of strappings: two-girth wise and three lengthwise. Bonding material shall be threaded through the strapping slots on the pallet to form a consolidated, stable cargo, which can be handled as a unit or commercially shrink-wrapped.



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4. All shipments of bagged products susceptible to breakage/leakage such as flour, sugar, salt and rice must be further packaged in a tri-wall container.
5. Estimated pallet counts and shelf-life listings, categorized by FIC, are required to be provided to FLC Pearl Harbor before delivery for all ships.

**When other than an Aircraft Carrier or Resupply ship is the ultimate consignee:**

1. Palletized material shall not exceed 40” in height, including the pallet.
2. Pallets shall be mechanically double shrink-wrapped.

ALL PALLETS must be clearly marked with NAME of the ship, UIC/DoDAAC, total WEIGHT of pallet & if the products are FROZEN, CHILL & DRY. The Contractor shall provide an estimated pallet count by frozen, dry & chill.

**Barge Deliveries:**

1. Any delivery via barge while the Combat Logistics Force (CLF) ship or USS ship is at anchorage will require special packaging to protect Freeze and Chill products from the elements and/or lengthy transit from pier side location to delivery point. SPV to comply with special packaging requirement when required. SPECIAL PACKAGING REQUIREMENTS: To include Dry Ice, gel packs, and Tri-walls, etc. All prime vendors cost including but not limited to tri-walls, ice, gel packs, dry ice, etc. shall be included in the distribution price.

PLACARDING REQUIREMENTS – Pallets/Tri-walls shall be clearly marked on all sides with a placard that identifies that pallet as containing DRY ICE/GEL PACKS whenever DRY ICE/GEL PACKS are being used.

**CUSTOMERS**

Hawaii Land customers currently consist of Army, Navy, Air Force, Marine, Coast Guard, and Navy dining facilities, along with Visiting Navy Ships, Morale Welfare and Recreation (MWR), and other federally funded customers.

Ordering facilities (Customers) can be added and/or subtracted as conditions warrant based on Government requests and Military Service/Customer needs, at no additional cost to the Government.

The following is a current list of Customers in the Area of Responsibility (AOR): **Note: The following list does not include visiting Navy ships**

**HAWAII LAND ARMY CUSTOMERS**

DoDAAC	CUSTOMER	LOCATION
000101	WHEELER AIRFIELD HHC BED- HHC AVN BDE DINING FACILITY	SANTOS DUMONT STREET, BLDG 102, W AHIA WA

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000104	NCO ACADEMY	SANTOS DUMONT A VENUE, BLDG 6056 EAST RANGE
000105	C QUAD DINING FACILITY	FOOTE A VENUE, BLDG 357 SCHOFIELD BKS
000108	2ND BRIGADE DINING FACILITY	FOOTE A VENUE, BLDG 2085 SCHOFIELD BKS
000114	K-QUAD DINING FACILITY	45TH CSG SMITH A VENUE, BLDG 780 SCHOFIELD BKS
000115	605TH TRANS DET (LSV-2)	BISHOP POINT PIER A-5 HICKAMAFB
W56THR	USAV LTG WILLIAM B. BUNKER (LSV-4)	BISHOP POINT PIER A-5 HICKAMAFB
000312	548TH TRANS DET (L SV-7)	BISHOP POINT PIER A-5 HICKAMAFB
WX3JP3	SUBSISTENCE SUPPLY MANAGEMENT OFFICE (SSMO)	LYMAN ROAD, BLDG2071 SCHOFIELD BKS
WX3JPG	TROOP ISSUE SUBSISTENCE ACTIVITY POHAKULOA TRAINING AREA (PTA)	POHAKULOA TRAINING AREA, SADDLE ROAD MILE MARK #36 HILO
WX3JN9	TRIPLER ARMY MEDICAL CENTER	1 JARRET WHITE ROAD HONOLULU
	<b>AIR FORCE CUSTOMERS</b>	
<b>DoDAAC</b>	<b>CUSTOMER</b>	<b>LOCATION</b>
FT9128	HALE AINA DINING FACILITY	ANDREWS A VENUE, BLDG 1860 HICKHAMAFB
FT9129	MOKULELE FLIGHT KITCHEN	ANDREWS A VENUE, BLDG 1860 HICKHAMAFB
FT6580	154TH AIR NATIONAL GUARD HAWAII	360 HARBOR DRIVE, BLDG 34 I 7 HICKHAM AFB
	<b>NAVY CUSTOMERS</b>	
N62813	NAVAL STATION GALLEY	850 TICONDEROGA ST. STE.100 , BLDG. 655

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R44429	NAVAL SUBMARINE SUPPORT COMMAND	SRS-33 Pearl Harbor ISIC
N62813	NAVY (Pearl Harbor)	
N00167	MATSS Test Barge	
	<b>MARINE CUSTOMERS</b>	
M00312	MCBH ANDERSON HALL	SELDON STREET, BLDG 1089 Kaneohe Bay
MEF310	III MARINE EXPEDITIONARY FORCE	POHAKULOA TRAINING AREA, SADDLE ROAD MILE MARK #36 HILO
WX3JPG	TROOP ISSUE SUBSISTENCE ACTIVITY POHAKULOA TRAINING AREA (PTA)	POHAKULOA TRAINING AREA, SADDLE ROAD MILE MARK #36 HILO
006111	KUPULAU CDC	6111 CUSHMAN A VENUE Kaneohe Bay
006782	LAULIMA CDC	6782 MCLENNAN DRIVE Kaneohe Bay
	<b>COAST GUARD CUSTOMERS</b>	
Z31060	USCG BSU HONOLULU GALLEY	400 SAND ISLAND ACCESS ROAD
Z20255	USCG AIR STATION BARBERS POINT	ONE CORAL SEA ROAD BARBERS POINT
Z13924	USCGC OLIVER BERRY	SAND ISLAND ACCESS ROAD
Z15243	USCGC KUKUI	SAND ISLAND ACCESS ROAD
Z13316	USCGC Kittiwake	SAND ISLAND ACCESS ROAD
Z15243	USCGC JUNIPER (WLB-201)	SAND ISLAND ACCESS ROAD
Z13364	USCGC AHI	SAND ISLAND ACCESS ROAD
Z11707	USCGC KIMBALL (WMSL-756)	SAND ISLAND ACCESS ROAD
Z11708	USCGC MIDGETT (WMSL-757)	SAND ISLAND ACCESS ROAD
		PIER 9, ALOHA TOWER
	<b>NOAA SHIPS</b>	

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139257	NOAA SHIP HI'IALAKAI	1897 RANGER LOOP
139256	NOAA SHIP OSCAR ELTON SETTE	1897 RANGER LOOP
1391LT	NOAA SHIP REUBEN LASKER	1897 RANGER LOOP
	<b>ARMY CUSTOMERS</b>	
W36XAQ	USAV MG ROBERT SMALLS (LSV - 8)	
W80CJS	USAV SSGT Robert T. Kuroda (LSV-7)	
W50GMM	USAV BREHON SOMERVELL (LSV - 3)	
	<b>COMMERCIAL CUSTOMER</b>	
169241	HAWAII JOB CORPS CENTER	41-467 HIHIMANU STREET, WAIMANALO

The following is a current list of Customers in the Area of Responsibility (AOR): **Note: The following list does not include visiting Navy ships**

**HAWAII SHIPS CUSTOMERS**

R21944	USS HOPPER (DDG-70)
R21463	USS TOPEKA (SSN-754)
R55686	USS WILLIAM P. LAWRENCE (DDG 110)
R20034	USS MINNESOTA (SSN 783)
R55688	USS MICHAEL MURPHY (DDG-112)
R23155	USS CHAFEE (DDG 90)
R23146	USS CHUNG-HOON (DDG 93)
R21763	USS CHARLOTTE (SSN 766)
R23159	USS HAWAII (SSN 776)
R21692	USS COLUMBUS (SSN 762)
R23190	USS NORTH CAROLINA (SSN 777)
R21817	USS COLUMBIA SSN 771
R20002	USS MISSOURI (SSN 780)
R20080	USS MISSISSIPPI (SSN-782)
R21816	USS TUCSON (SSN 770)
R20181	USS ILLINOIS (SSN 786)

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R21100	USS CHICAGO (SSN 721)
R50187	USS DANIEL INOUYE (DDG-118)
R55684	USS WAYNE E. MEYER (DDG-108)

<b>NON-COMPETITION</b>
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The Contractor 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.

<b>DELIVERY, TITLE, ORDERS, AND ORDER FILL RATES</b>
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**CUSTOMER DELIVERIES**

1. 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. Dependent upon the specific customer, deliveries shall average 1 to 3 times per week to each customer, unless the customer and the Prime Vendor agree upon more or less frequent stops. Dependent upon the specific customer, drivers may be required to transport the product to the rear of the truck for customer off-loading or the driver may be required to down-load the product to the ground or pier.
2. Installation delivery routes and stop-off sequence will be coordinated and verified with the installations on a post award basis by the awardee(s).
3. Specific delivery point information is provided above. 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.
4. 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.
5. The contractor shall also ensure that the personnel loading and delivering the product provide prompt and efficient service to the customer. Drivers should carry picture IDs 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. Not all customer locations have access to docks and therefore the Contractor will need trucks with lift gates to assure that deliveries can be downloaded to the ground or pier for inspection and acceptance.

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6. The prime vendor will be responsible to make deliveries to certain docks that may be classified. These docks are known as Controlled Industrial Areas (CIA). The prime vendor will be responsible for requesting and gaining access to Controlled Industrial Areas to ensure that there is no interruption to support.
7. During the contract start-up/implementation period, the Contractor must contact all customer locations to determine whether enrollment in RapidGate or another security program is required for access to each location. If RapidGate or other security enrollment is required, the contractor must take all necessary steps to obtain this in time for the start of performance under this contract. Failure to have RapidGate clearance may result in a vendor being turned away from the base and being unable to complete delivery. The contractor is responsible for the additional cost for RapidGate enrollment and must ensure that a RapidGate enrolled driver is available for all deliveries. We currently estimate that RapidGate enrollment will cost about \$250 per company and \$200 per enrolled employee for 1 year of access to multiple locations, but the cost of RapidGate or other security enrollment may vary, so the contractor should contact RapidGate to determine its own costs. If more than one driver is required, RapidGate enrollment must be obtained for each driver. Note that enrollment can take several weeks, so an awardee that is not already enrolled must begin enrollment at the time of award notification at the latest. If difficulty or delay in enrollment in RapidGate is encountered during the start-up/implementation period, the contractor **MUST** contact RapidGate and/or the Security Officer at the applicable customer locations to resolve any issues with processing RapidGate enrollment so that the contractor will be able to deliver as required. For additional information regarding RapidGate, including enrollment instructions, please visit their website at <http://www.rapidgate.com>.

Please note that RapidGate is currently a requirement for access to some military bases; however, these and other locations may require enrollment in other security programs at some time in the future. In this event, the contractor is responsible for obtaining all required enrollments and clearances for each of their drivers as soon as they receive notice of such a requirement.

*Note:* Normal Hours for Delivery are: For land 0630 – 1100 and 1300 – 1700. For ships delivery schedule, routes & stop-off sequence coordination is conducted with Fleet Logistics Center Pearl Harbor (FLCPH). Number of customer orders per day varies due to ship availability & schedule. Delivery window from 0600 – 1700.

*Note:* If additional customer locations are added after award in the solicited area, the already established distribution prices will apply to the additional locations, and no further cost will be incurred by the Government.

<b>TITLE</b>
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Title of all 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 by an authorized Government receiving official.

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<b>ORDERING SYSTEM – SUBSISTENCE TOTAL ORDER AND RECEIPT ELECTRONIC SYSTEM (STORES)</b>
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1. Accessed via the Internet, the STORES is the Government's translator/ordering system that is capable of accepting orders from any of the Services; i.e. Army, Air Force, Navy, or Marines, individual ordering systems and translating them into an Electronic Data Interchange (EDI) format. In addition, this information is passed to DLA Troop Support for the purposes of contractor payment and customer billing.
2. Customers will be able to order all of their requirements through STORES. The system will transmit orders to the contractor and to DLA Troop Support.
3. The awardee shall be required to interface with STORES and must be able to support the following EDI transactions:
  - a. 810 – Electronic Invoice
  - b. 832 – Catalog (Outbound: Contractor to DLA Troop Support)
    - i. The Prime Vendor will be required to submit a breakout of their total contract unit price (i.e. separate delivered price and Distribution Price columns).
    - ii. Gross case weight, case cube, and number of cases per pallet will need to be provided by the Prime Vendor.
  - c. 850 – Purchase order
    - i. 864 – Inventory Reporting
4. The contractor shall have access to the Internet and be able to send and receive electronic mail (email).
5. Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point.
6. The contractor is required to utilize the Government's item descriptions in the Electronic Catalog (832 transmissions). The Government's format begins with the broad category of the item and then continues with a more specific item description. For example: "Crinkle Cut Carrots," would be listed as "Vegetable, Carrots, and Crinkle Cut."
7. The contractor will utilize the DLA Troop Support invoice reconciliation process or other such systems as they become available, to the maximum extent, towards the goal of correcting invoices early and facilitating the payment process.
8. In the event the STORES system or the contractor interface is not operational, the contractor must provide alternate ways for the customer to order (e.g., by fax, by phone,



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pick-up orders, etc.), however, for delivery, receipt, and payment purposes the order will manually have to be generated via the Customer Account specialist at DLA Troop Support (TVLS).

9. DOD has mandated that all personnel who access DOD systems must use Public Key Infrastructure (PKI) for all private web-enabled applications. Contractor personnel are required to have a DOD-approved PKI or External Certificate Authority (ECA) certificate to access STORES. All costs associated with PKI are the responsibility of the awardee. To learn who to contact to obtain a DOD-approved certificate go to <https://www.transactionservices.dla.mil/daashome/services.asp>
10. Contractors are permitted to request no more than one (1) Special 832 transaction per week. All Special 832 transactions must be approved by the Contracting Officer.
11. Subsistence EDI guidelines and 864 Inventory Reporting requirements are identified at the bottom of this document.

<b>ORDER PLACEMENT</b>
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**Land Customers:**

Orders, other than Emergency Orders or orders for Special Order items, shall be delivered on a “skip day” basis (the 2nd day thereafter), at a minimum, e.g. Monday orders shall be delivered no later than Wednesday.

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.

Orders shall be submitted by the customer by 2:00 p.m. for skip-day deliveries.

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.

The Prime Vendor is to advise the customers of non-availability of an item and recommendation for re-order no later than 12:00 noon of the skip day. 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 of equal or higher quality and of equal or lower cost or advise them of the not-in-stock position of the item and the date of the expected delivery from the manufacturer. For orders where less than the normal 48 hour order lead-time is provided to the vendor, every

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effort will be made to provide such notification to the customer of non-availability of an item prior to the arrival of the delivery.

**THIS LANGUAGE APPLIES TO NAVY SHIPS DELIVERIES ONLY**

Routine lead times (in-port ships): Deliveries will be made with a 7-day turnaround (orders placed Monday will be delivered the following Monday.) The customer shall submit their orders by 2:00 p.m. for delivery the same day of the following week. Orders with less than a 7-day lead time up to and including same day delivery will be treated as either “emergency orders”, or the order will be filled, without the guarantee of receiving a fill rate of 98%.

Other lead times for special circumstances for Navy Ships:

1. For in-port Navy Ships loading out for deployment, the order lead-time shall be 14 days, providing a fill rate of at least 98%.
2. For Visiting Navy Ships (i.e. Ships underway and ordering from other than their home port Contractor catalog) the order lead time shall be 21 days. In the event the visiting Navy Ship cannot provide a 21 day lead-time, the Visiting Ship(s) shall submit orders with the greatest lead-time possible.

Customers will receive a 98% fill rate regardless of the number and types of ships ordering consistent with the required lead time.

The Prime Vendor shall provide an initial fill rate to the Fleet Logistics Center (FLC) Provisions Team within 48 hours of receiving the STORES order via EDI. The Prime Vendor shall also provide a final fill rate to the FLC Provisions Team 10 calendar days prior to the required delivery date to the customer. In both cases, the fill rate must include a complete listing of line items that are not in stock or not in season as of the date the initial/final fill rate is provided.

<b>ORDER CANCELLATION</b>
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Skip-day purchase orders may be revised, i.e. the required quantity for a line-item(s) may be increased, reduced, or cancelled in its entirety (zero amount), by such change made by the customer (by receipt-confirmed fax, or email) by 12:00pm (noon), Prime Vendor local time, the day prior to delivery. Orders may be cancelled at the customers’ discretion (within the timeframe specified above) including, but not limited to, the following reasons:

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- Change in requirement
- Change in troop location
- Change in troop mission
- User error on original order

**The following language applies to Navy Ships only:**

For Navy Ships, order cancellations must be received by the PV through a STORES order cancellation or in writing no less than 24 hours prior to the RDD. Restocking fees may only apply to orders not cancelled in a timely manner. Restocking charges may only be applied at the Contracting Officer's discretion, for cancellations less than 24 hours respectively prior to delivery date on orders over \$10K.

Customers may cancel orders in accordance with the cancellation timeframes established above and no restocking charges shall apply.

For both land and ship customers, restocking charges may be applied for cancellations after the stated cancellation timeframe, on orders over \$10K. The Prime Vendor must notify the Contracting Officer, in writing, within 24 hours of any order that is cancelled for which restocking charges will apply. The Prime Vendor's notification must include, purchase order number, order date, requested delivery date, date and time of cancellation, total order dollar value, case count, and total applicable restocking charges.

For the cancellation requirement for Pohakuloa Training Area (PTA), please refer to the Pohakuloa Training Area (PTA) section above.

<b>EMERGENCY ORDERS</b>
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1. Emergency orders are those that are required outside normal delivery schedules. The Prime Vendor will provide a minimum of five such "emergency" orders (excluding mobilization actions) per month per customer at no additional charge.
2. The Contractor must be able to receive and process delivery orders on any day of the week to include holidays. Delivery days and times are not restricted and may be every day of the week.

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3. The contractor 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, e-mail address, and/or pager number.

<b>ORDER FILL OR SUBSTITUTION POLICY</b>
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1. All supplies shall be furnished on a “fill or kill” basis. Customer notification and approval is required before any partial shipment can be made; however, the unfilled quantity is to be reported as not-in-stock (NIS). Contractors are required to have procedures for handling NIS situations. The contractor is required to stipulate timeframes in which the NIS item will be identified to the customer prior to the delivery, in order that a substitute item may be requisitioned via a new order.
2. For ship orders, the substitution must be authorized by the ship and coordinated with the Navy Logistics Support Center (LSC). In the case of a contractor NIS on part of a quantity ordered, partial shipments are acceptable if the customer is notified and agrees; however, the unfilled quantity is considered cancelled and shall be reflected as a “0% fill” on the fill rate report. The customer may elect to re-order under a new purchase order.

<b>NEW ITEMS</b>
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1. If a customer desires to order an item that is not part of the Prime Vendor’s inventory, the Prime Vendor will be allowed a maximum of 120 days lead time to source, transport and make available the new item to the end-user customers. This 120-day period will begin after the Prime Vendor receives individual services’ Headquarters or Regional Area Command’s approval and initial demand for the item. It is the Prime Vendor’s responsibility to obtain individual services’ Headquarters or Regional Area Command’s approval. The 120-day lead time does not apply to replacement items. Lead time will depend on existing inventory. The Prime Vendor must notify DLA Troop Support and the requesting activity when new items are available for distribution. These items should become a permanent part of the Prime Vendor’s inventory if it appears that these items will be ordered regularly; i.e., a hospital supported under the proposed contract(s) uses dietary products and items unique to a healthcare facility.

The Government does not intend to add a new item to the Prime Vendor’s permanent catalog unless there is anticipated demand of at least ten (10) cases per month. For existing catalog items, the Prime Vendor will be responsible for notifying the Contracting Officer on a monthly basis if any cataloged item has not been ordered in sufficient quantities to meet a ten (10) case monthly order quantity. Those slow moving items will be considered for catalog deletion. Special Order, Seasonal, Spices, Holiday Items, as well as Hospital and CDC unique items included but not limited to baby Food/Cereal, baby formula, prune

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juice, whole wheat flour, etc. will be required at less than ten (10) case demand levels and are excluded from the ten (10) case monthly demand review.

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

The PV will be responsible to work with the customer to ensure that the customer is included in the decision to determine the acceptability of product.

3. All new items, including replacement, Mandatory, MPA and National Contract items must be approved in accordance with individual services' Headquarters or Regional Area Command's operating procedures. New item and replacement item prices must be determined fair and reasonable and approved by the Contracting Officer in writing prior to the items addition to the customer's catalog. Customers will provide an estimate of initial monthly demand which the PV will use for their original order placement to the manufacturer/supplier. The PV will re-order inventory according to the customers' monthly sales. It is the PV's responsibility to notify the customers when product is not moving in accordance with the monthly projected sales, in order for the customers to adjust those quantities. The Government will not be liable for expired product if actual orders do not meet projected estimates.
4. The PV agrees that all new items will not be made available and delivered to the customer(s) until sufficient inventory of the new products have been shipped and received in the PV's Hawaii OCONUS facility(s) with the new items added to the customer's catalog via the 832 catalog process according to the bi-monthly and monthly 832 updates.
5. If an item is deleted or replaced by a new item due to customer preference, the existing inventory will remain on the catalog to be drawn down before the new replacement item can be ordered. The new item will not be added to the catalog until existing inventory is depleted. In the event that there is no new item and a current catalog item is no longer needed or desired by the customer, reasonable efforts will be made to deplete the existing inventory on hand. The Government will not, however, be liable for any expired or unordered product.
6. In the event of a change in pack size for an item, (e.g., an item in Category 1 changes from 24/12 oz. cans to 12/12 oz. cans), the contractor must notify the Contracting Officer of any such change. A new Sub-Category may be established within that Category (e.g., Sub-Category 1A) and the distribution price may be adjusted proportionally (e.g., from \$6.00 per case to \$3.00 per case).

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7. Procedures for Processing New Items

a. Customer Initiated Item Requests

- 1) When the Government customer requests a new item(s) not inventoried by the Contractor be added to the contract catalog, the customer shall initiate and provide sufficient information to the Contractor, via the STORES New Item Request Process to enable the contractor to promptly source the required item. **NOTE: Prior to all requests, the customer must obtain approval from their Service HQ (Army, Air Force and Navy) and Regional Area Commands where applicable for each service for all catalog item additions.**

The Contractor shall source the item and submit their portion of the New Item Request Process in STORES, the fully completed LSN Request Form and required documentation to add such item(s).

- 2) Customer Initiated Item Requests will be submitted in STORES. Vendor receives the Item Request and submits their item to DLA by filling out all of the required fields. Vendor has up to 5 business days to submit an item to DLA to meet the request if the item is an in-house product and up to 10 business days if the item has to be sourced. After submission, the Vendor receives an email notification and can check the request status in STORES. The Contracting Officer will review the Item Request and determine if the item can be added to the catalog. Once the Contracting Officer approves, the Prime Vendor will have a maximum of 120 days lead time to source, transport and make available the new item to the end-user customers.
- 3) Each Item request for approval in STORES must have the following information:
  - Original Manufacturing Facility Info
    - Facility Name, Address, City, State, Country, Zip Code
  - Manufacturer – from drop down box or typed in if not an option
  - Brand – from drop down box or typed in if not an option
  - SKU or GTIN
  - Vendor Part Number
  - Price by Unit of Measure (UOM)
  - Catch Weight Item – with Min/Max if applicable
  - Storage Type/Condition
  - Final Product Price – needs to be opened up to fill out subsequent information
    - Product Price, Distribution Price, Distribution Price Category
  - Estimated Monthly Demand Quantity
  - \*Additionally if a Local Stock Number is known that would fit the request based on the description, this can be searched for in Associate Existing Stock Number – this is not required, but it can be helpful when identifying an item for a request

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4) In addition to the above fields being filled out in the STORES Item Request, the following documents must be attached to the request in STORES before submission to DLA:

- Berry Amendment Documentation/Waiver – something showing that the item is Berry Amendment Compliant or a Domestic Non-Availability Determination
- Invoice / Quote or E-Mail
- Manufacturer Product Spec Sheet – unless the item is a house brand, do NOT supply the Prime Vendor's specifications
- Principal Display Panel (PDP) – the portion of the label including the product name, manufacturer's declared statement of identity, and the case net weight...for meat and poultry items, also include the Handling Statement and Legend/Establishment number \*\*\*should be an actual photograph of the product/case and needs to be legible\*\*\*
- Information Panel (IP)– the portion of the label including the Ingredient Statement, Nutrition facts, country of origin and the name of the manufacturer, distributor, or broker and their address

\*Note: Both the Supplier/Distributor Case Label, PDP and the IP must be an actual photograph of the product/case. These must be legible and should be in a jpg, gif, or PDF format.

- 5) Written approval from the Contracting Officer shall authorize all specified new item additions and/or changes to NSNs prior to catalog update transmissions. This requirement is for the Contracting Officer's determination of price reasonableness.
- 6) New item prices for non-MPA items must be determined fair and reasonable and must be approved by the Contracting Officer prior to the item's addition to the customer's catalog. 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 to be fair and reasonable and approves the addition.

**b. Vendor Initiated Item Requests**

1) Vendors may initiate an Item Request in STORES for the following reasons:

- Vendor Part Number Change
- Manufacturer SKU/GTIN Change
- Pack Size Change
- Vendor Discontinued
- Manufacturer Discontinued
- Adding items back onto an active vendor item catalog, with changes, if the item was previously on the catalog in the past 90 days
- Other (Vendor will need to provide further information for review)



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- 2) The Vendor shall initiate and provide sufficient information to DLA Troop Support, via the STORES Item Request Process to enable the item to be promptly sourced. All fields indicated with a single asterisk must be filled in by the vendor. Some double asterisk fields should also be entered if they are applicable to the item request being entered.
- 3) All indicated supporting documentation must be uploaded by the vendor including:
  - Principal Display Panel (PDP)
  - Invoice/Quote or E-mail
  - Information Panel (IP)
  - Manufacturer Product Spec Sheet
  - Berry Amendment Documentation/Waiver (if applicable)
- 4) Customers can view Vendor Initiated item requests but cannot edit these requests and are not part of the approval/disapproval process. However, customers may enter comments on these requests.
- 5) Written approval from the Contracting Officer shall authorize all specified vendor item requests and/or changes to NSNs prior to catalog update transmissions. This requirement is for the Contracting Officer's determination of price reasonableness.
- 6) Item prices must be determined fair and reasonable and must be approved by the Contracting Officer prior to any changes to an NSN or an item's addition to the customer's catalog. Changes regarding an NSN will not be made and items will not be added to the catalog unless the Contracting Officer determines the proposed prices to be fair and reasonable.

There may be instances where the manual process for new item or replacement item requests will need to be utilized and not processed through STORES. These instances will be identified by the applicable TVLS, Contract Specialist and/or Contracting Officer. All requests and the related supporting documentation including the New Item Request Form (NIRF) shall be emailed to the Contracting Officer, Contract Specialist and Tailored Vendor Logistics Specialist ("TVLS") for immediate review. Any request missing information outlined above may not be processed.

The approved Product Price, Distribution Price, and Distribution Price Category for all Item Requests, as submitted through the STORES or the manual process, MUST be what is submitted on the 832 catalog transmission. Incoming 832 catalog transmissions will be verified for compliance. Prices other than those approved will be rejected.

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<b>FILL RATE/SUBSTITUTIONS/EXCEPTIONS</b>
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For all customers, the required contract order fill-rate is 98%. Fill rates will be measured in the following four categories and the 98% fill rate requirement applies to each category:

- CONUS Procured Non-Catch Weight Items
- CONUS Procured Catch Weight Items
- OCONUS Procured Non-Catch Weight Items
- OCONUS Procured Catch Weight Items

During contract performance, higher fill rates may result in a higher Past Performance and Experience rating for future acquisitions. Fill rates will be documented in the Contractor Performance Review System (CPARS) and low fill rates may impact past performance evaluations on subsequent acquisitions.

The Government's in-house record for non-catch weight fill rate shall be calculated utilizing the order and receipt information located in STORES, as specified below.

The vendor's submitted non catch weight fill rate reports will be based on the same formula, and shall not include substitutions, mis-picks, damaged cases, etc.

$$(\text{Cases accepted} / \text{Cases ordered}) \times 100 = \text{Fill Rate \%}$$

The fill rate for catch weight items shall be provided in two ways, pounds accepted / pounds ordered as well as cases accepted / cases ordered to allow for a computation of an overall fill rate. Instruction for how the catch weight item conversion from pounds to cases is to be accomplished is listed below. The fill rate calculation for catch weight items by the pound shall be calculated as follows and shall not include substitutions, mis-picks, damaged cases, etc.

$$(\text{Pounds accepted} / \text{Pounds ordered}) \times 100 = \text{Fill Rate \%}$$

Definitions:

- *Non-Catch weight item:* An item that has a specific weight per case and never varies, i.e., Cake Mix Yellow, 6/5 lb. Box.
- *Catch-weight item:* An item for which a weight range is acceptable; normally meat items purchased by the pound, i.e., Beef Flank Steak, 11-15 lb. Case.
- *Cases accepted:* For non-catch weight items, the product quantity that the customer has received and receipted, not including damaged cases, and mis-picks.
- *Cases ordered:* For non-catch weight items, the product quantity requested by a customer.
- *Pounds accepted:* For catch weight items, the product quantity that the customer has received and receipted, not including damaged cases, and mis-picks.

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- *Pounds ordered:* For catch weight items, the product quantity requested by a customer. However, in the event that a catch weight item is overfilled, and the customer accepts the extra quantity, the ‘pounds ordered’ will be adjusted to match the ‘pounds accepted’. This is to preclude a fill rate greater than 100%.
- *Quantity accepted:* For non-catch weight items, the product quantity for each line within one order opportunity that the customer has received and receipted, not including damaged cases, and mis-picks.
- *Quantity ordered:* For non-catch weight items, the product quantity requested by a customer for each line within one order opportunity.

Regardless of the line item/LSN unit of issue or unit of measure (LB, CO, CS), the Government will calculate the fill-rate for each delivery order line item based on cases ordered & accepted, utilizing the units per pack, or purchase ratio factor, to convert all and fill-rates, the weight range average will be utilized to convert pounds to cases. The government system will round down and up as follows:

0 – 0.4999 will round down  
0.5 – 0.999 will round up

As an example, if a flank steak item has an average weight of 13 lbs., and the customer wants 50 lbs. of flank steak, the ordering system will place the order for a multiple of 13 LB equal to or greater than the requirement, in this case 52 LBS. If the contractor delivers 45 LB, the fill-rate will be calculated as follows:

Order = 52 LB / 13 = 4 cases  
Receipt = 45 LB / 13 = 3.46 = 3 cases  
Fill-rate = 3 / 4 = 75.0%

If the contractor delivers 46 LB, the fill-rate = 46 / 13 = 3.53 = 4 cases = 4 / 4 = 100%

Contractors shall assure that the 832 catalog transaction set for each catch-weight LSN contains (1) the correct average case weight of cases to be delivered in 832 field CTP04, Catch-Weight Multiple, and (2) 832 field PO404, Packaging Code, includes the catch-weight indicator “AVG”.

Catch-weight items are items which permit a weight range per case, normally meat items with a LB weight range. For catch-weight items only, the allowable quantity variation is:

Decrease: minus (-) 49% of the item average weight  
Increase: plus (+) the item average weight

For example, for 8905-01-E29-2117, Beef Flank Steak, 11-15 LB, with a 13 LB average, order quantities will be in multiples of the 13 LB item average weight. The allowable variations in quantity for any order for this item are:

Decrease = 13 x .49 = 6 LB  
Increase = 13 LB

For an order for 104 LB of 8905-01-E29-2117, Beef Flank Steak, 11-15 LB, the contractor may deliver 98-117 LB and receive a 100% fill-rate.

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Designation of catch-weight items: To designate a catch-weight item, the Contractor must input catch-weight indicator “AVG” in 832 catalog field PO404, Packaging Code, for each catch-weight item. The Contractor shall assure that the correct average case weight (i.e. the actual weight average of cases that will be delivered) is input in 832 catalog field CTP04, Catch Weight Multiple.

No single line item will be credited for more than 100% fill-rate. This includes both catch-weight and non-catch-weight items, and for any items should the accepted quantity be greater than the quantity ordered.

Substitute items will be accepted/receipted against a new STORES order line as described in the example below and the original order line will be counted as a zero fill.

As an example: 8 cases of #10 can applesauce is ordered, the PV is NIS and recommends #303 can applesauce as a substitute, customer accepts substitute and places a new order for 6 cases of the #303 can applesauce (for a different quantity in this example due to package/pack size difference), and PV delivers the substitute order in full:

Original: 8915-00-127-8272, Applesauce #10 CN, 6/CS: Order = 48 CN = 8 CS: Receipt = 0  
Substitution: 8915-00-127-6272, Applesauce #303 CN, 24/CS: Order = 144 CN = 6 CS: Receipt = 6 CS

The fill-rate for the original line is 0%; the fill-rate on the substitute line is 100%. The weighted average fill-rate for the 2 lines is 42.9% (6 cases accepted /14 cases ordered).

Non-conforming cases, e.g. incorrect items (mis-picks) and damaged cases will not be accepted and receipted.

The Government in-house record for fill-rate calculates the fill-rate for each line item of each purchase order, the fill rate per purchase order, the fill-rate per customer, and the fill-rate for all customers, for any period of time, based on order required delivery dates (RDD). Fill-rates are calculated for non-catch-weight items, catch-weight items, and overall (all items) fill rate.

DLA Troop Support has developed Standard Operating Procedures (SOP) for Weekly Fill Rate Exception reviews and approvals in accordance with the approved exception categories listed below. This SOP highlights the supporting documentation requirements as well as the process associated with the submission and review of exception requests. This SOP will be provided post award. The Contractor shall inform the Contracting Officer Representative, Contract Specialist or Contracting Officer weekly of any specific instances that would absolve or excuse its failure to deliver an order, or individual line item(s), in full; e.g. customer cancelled line or quantity without adjusting STORES, customer ordered incorrect quantity, item being discontinued, etc. If the Government agrees with the justification, the Government will post the exception into its in-house system which will result in the order or line(s) either being excluded from the Government fill-rate calculation or the correct order and receipt quantities being included in the calculation. These excusable instances represent Fill-Rate Exceptions and are shown below.

The contractor shall submit its fill-rate report (to include overall non-catch weight item fill rate based on cases and overall catch weight fill rate based on pounds) to the DLA TROOP SUPPORT Contracting Officer. The reports shall be based on order required delivery dates (RDD), not order

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placement dates. The Government will compare and attempt to reconcile the Government and contractor's report. The Government's fill-rate report will be the official government record for contract performance evaluation.

**VENDOR SHORT SHIPMENT EXCEPTION CODES:**

Fill Rate Exception Codes (All Customers Including Navy Land Based)		
Code	Reason	Exception
C02	Customer Decreased Quantity Or Cancelled (Including Pre-Delivery)	Yes
C03	Cancelled Due To Operational Schedule Change	Yes
C04	Insufficient Lead Time	Yes
C05	Rejected Due To Quality Issues	No
C07	Other, Caused By Vendor	No
C08	Other, Customer Issue	Yes
C09	Late/Non-Delivery of C02 Canisters (Where applicable)	Yes
C10	Vendor Not In Stock Or Short Shipped (No Replacement Ordered)	No
C11	Vendor Not In Stock Or Short Shipped (Replacement Ordered)	No
D01	Valid STORES System Issues (Receipt, Catalog, PRF, etc....)	Yes
D04	CONUS/OCONUS NIS Approved By The Contracting Officer/COR	Yes
V01	Monthly Item Demand Exceeds Average Demand By >300% (OCONUS Only)	Yes
V02	Newly Cataloged Item (Insufficient Time For Vendor To Capture Demand History)	Yes
V03	Low Shelf Life Item - Frequency Restocking Required	Yes
V04	Customer Decreased Quantity Or Cancelled (Including Pre-Delivery)	Yes
V05	Customer Based Order Quantity On The Incorrect Unit Of Issue	Yes
V06	Customer Did Not Provide Sufficient Ordering Lead Time	Yes
V07	Item Being Phased Out (Catalog Timing Issue - Does Not Include Vendor Voluntary Brand Changes)	Yes
V08	Catch Weight Adjustment (Customer Orders 100 Lbs Actual Weight Of Product Is 98 Lbs)	Yes
V09	Product Recalled	Yes
V10	Other (Vendor To Provide Specific Explanation/Backup Documentation For "Other" Exception)	Yes
V11	Vendor Not In Stock Or Short Shipped	No
V12	CONUS/OCONUS NIS Caused by DTS Delay - Approved By The Contracting Officer/COR	Yes
Fill Rate Exeption Codes (Navy Afloat Only)		
Code	Reason	Exception
C02	Customer Decreased Quantity Or Cancelled (Including Pre-Delivery)	Yes
C09	Late/Non-Delivery of C02 Canisters (Where applicable)	Yes
C10	Vendor Not In Stock Or Short Shipped (No Replacement Ordered)	No
C11	Vendor Not In Stock Or Short Shipped (Replacement Ordered)	No
V01	Monthly Item Demand Exceeds Average Demand By >300% (OCONUS Only)	Yes
V02	Newly Cataloged Item (Insufficient Time For Vendor To Capture Demand History)	Yes
V04	Customer Decreased Quantity Or Cancelled (Including Pre-Delivery)	Yes
V05	Customer Based Order Quantity On The Incorrect Unit Of Issue	Yes
V08	Catch Weight Adjustment (Customer Orders 100 Lbs Actual Weight Of Product Is 98 Lbs)	Yes
V12	CONUS/OCONUS NIS Caused by DTS Delay - Approved By The Contracting Officer/COR	Yes

The following applies to the exception code V01 Monthly item demand exceeds average demand by >300%:

1. Demand is defined as the sum of stock ordered via 850 EDI transactions into the Vendor's system excluding documented ordering error exceptions approved by the Contracting Officer/COR (V04 & V05).
2. A vendor is required to support up to and including 300% of the AMD.

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The following is an example of the pre-formatted DLA Troop Support Vendor Fill Rate Exception Spreadsheet:

DLA Troop Support Vendor Fill Rate Exception Spreadsheet									
Contract #	DODAAC	PO Number	Stock #	Exception Code	Actual Order Cases	Actual Rcpt Cases	Actual Order Wgt (Catch)	Actual Rcpt Wgt (Catch)	Other Reason Verbose Description
Notes:									
1) If you are indicating that the PO line should be completely excluded from the fill rate calculation, enter the number "0" for columns F thru I.									
2) Columns H and I are required for catch weight items only.									
3) Exception codes must be from the current list of DSCP authorized vendor short shipment exception codes.									
4) Column J should only be filled in if exception code V00 has been entered in column E.									
5) Use the header provided without altering.									
6) Do not add additional columns.									
7) Do not delete existing columns.									
8) Do not provide additional column totaling.									

**CONTRACT AUTHORITY, ADMINISTRATION, INVOICES, PAYMENTS, AND REPORTS**

**CONTRACTING AUTHORITY**

1. 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.
2. In the event the contractor effects any change at the direction of any person other than the DLA Troop Support 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.
3. 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.

**ADMINISTRATION**

1. A designated representative at the ordering activity will perform administration of the individual customer delivery order. This includes approving product substitutions and delivery changes.
2. The DLA Troop Support Contracting Officer must approve any changes to the contract.

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**MARKETING**

Participation in briefings, conferences, and other related activities does not imply that the contractor is responsible for conducting market research for the Government.

**NOTICE TO CONTRACTORS**

1. Prospective contractors are hereby advised that although there is a guaranteed minimum of 10% 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 contractor.
2. 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.

**CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)**

1. Background

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

Since November 1, 2006, a DOD Public Key Infrastructure (PKI) Certificate is required for all contractor users accessing CPARS. The requirement for PKI certificates is implemented in accordance with DOD security policy promoting secure electronic transactions.

2. Obtaining a PKI certificate

For access to CPARS: A DOD PKI Certificate is required for all DOD employees accessing ACASS, CCASS, CPARS and FAPIIS. Contractors are also encouraged to



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obtain and use a certificate. Non-DOD Government users may continue to access ACASS, CCASS, CPARS and FAPIIS without a certificate.

PKI Certifications remain a requirement for access to some Government electronic systems. However, OCONUS contractors may have some difficulty in obtaining a PKI certificate, and while this is a requirement under special circumstances exceptions can be made. Additionally, the potential cost involved in obtaining a PKI certification should be considered when contractors establish distribution prices.

Contractors who do not work at a DOD facility may purchase a DOD PKI certificate from one of three External Certificate Authorities (ECAs). The ECAs are contractors who provide digital certificates to DOD's industry partners who are using their own equipment or working in non-government facilities. A list of ECAs is available at [https://cpars.cpars.gov/cpars/app/home\\_input.action](https://cpars.cpars.gov/cpars/app/home_input.action). Each contractor employee accessing CPARS will need an Identity Certificate (An Encryption Certificate is not required). Certificates range in price 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. All costs associated with PKI are the responsibility of the awardee.

<b>INVOICING</b>
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1. Each delivery will be accompanied by the contractor's delivery ticket/invoice. Two (2) identical copies shall accompany the shipment. The customer shall sign both copies, keep one and return the other to the contractor. Any changes must be made by the customer on the face of both documents, attachments are not acceptable.
2. All invoicing for payment is to be filed electronically using EDI transaction set 810. No paper invoices shall be submitted to DFAS for payment. All invoices submitted by the contractor must be "clean", i.e. all debits and/or credits must be reflected on the invoice prior to submission.
  - a. In regard to distribution categories 1-23, 1A-10A, the delivered price, plus the distribution price will be established as a Prime Vendor catalog unit price for food and non-food orders submitted by the customer via STORES. The process for ordering, receipting, invoicing, billing, and payment is completely electronic via STORES and Enterprise Business System (EBS).
  - b. In regard to distribution categories which do not have associated delivered prices, the distribution price will be established as a Prime Vendor catalog unit price. The Contracting Officer will provide detailed instructions for this process on a case by case basis. In regard to distribution category 14 and 24, all charges associated with Restocking Fees must be submitted on a separate paper invoice by the Prime Vendor for Contracting Officer approval.

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- c. Each paper invoice must be certified by the Prime Vendor to reflect the amount of service actually provided. The approved invoice amount will be placed on order by DLA Troop Support via STORES using local stock numbers designated for itemized billing/costs and receipted. The Prime Vendor will then be authorized to electronically invoice the approved amount for payment on a monthly basis as follows.

Each paper invoice along with supporting documentation shall be cumulative for a one (1) month period and must be submitted to the Contracting Officer Representative no later than the 15<sup>th</sup> day of the following month; e.g. for the period of January 1 thru January 31, referenced invoices must be received by February 15<sup>th</sup>. The contracting Officer will authorize the Prime Vendor to submit the approved 810 invoices for payment as soon as evaluation of all documentation is completed.

3. Electronic invoice transactions may be submitted to DLA Troop Support daily; however, it cannot be stressed enough that all internal debit/credit transactions must be completed prior to the submission of the invoice. Invoice lines that do not contain the correct invoice data and/or contain incorrect quantities delivered or prices charged will be rejected. The contractor will be responsible for correction and re-submission after products are presented for delivery and receipt.
4. The same invoice cannot be submitted with different dollar amounts, and the same invoice number cannot be used more than once during the fiscal year.
5. Invoices may not be submitted as "LIVE DATA" until a test transaction set has been cleared.
6. For catch weight items, standard rounding methods must be observed, i.e. less than 0.5 is rounded down; equal to or greater than 0.5 is rounded up. All weights must be rounded to whole pounds using standard rounding methods. Any line submitted for other than whole numbers will be rejected and require correction and re-submission by the contractor.
7. Unit prices and extended prices must be formatted not more than two (2) decimal places to the right of the decimal point, using standard rounding methods. STORES will not accommodate positions of 3 and above beyond the decimal point.
8. The following address must appear in the "Bill To" or "Payment Will Be Made By" block of the contractor's invoice:

Defense Finance and Accounting Service (DFAS)  
BSM  
P.O. Box 369031  
Columbus, OH 43236-9031

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

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- Contract Number, Call or Delivery Order Number, and DODAAC;
  - Contract line listed in numeric sequence (also referred to as CLIN order);
  - Item nomenclature;
  - LSN or NSN;
  - Quantity purchased per item in DLA Troop Support's unit of issue;
  - Clean invoices must be submitted; and
  - Total dollar value on each invoice (reflecting changes to the shipment, if applicable).
10. Contractors are required to use the DLA Troop Support Reconciliation Tool to identify and correct mismatches between invoices submitted and customers posted receipts. It is the responsibility of the contractor to adjust as necessary and communicate with the customer or DLA Troop Support as needed, in order to resolve any/all discrepancies.

<b>PAYMENTS</b>
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1. Defense Finance and Accounting Service DFAS is the payment office for this acquisition.
2. Payment of delivery orders will be made in accordance with the terms and conditions of Paragraph (i) of Clause 52.212-4 "Contract Term and Conditions – Commercial items" and any addendum, appearing in the section of this solicitation entitled "Contract Clauses".
3. Payment is subject to the terms and conditions of the Prompt Payment Act (31 U.S.C. 3903) (The due date for making invoice payments by the designated payment office shall be the later of the following two events: (a) the 30th day after the designated billing office receives a proper invoice from the Contractor; (b) the 30th day after the Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.). All 810 electronic invoices must be submitted with accurate, sufficient, clean data before any payment can be made. However, the contractor shall not submit the 810 invoices for payment until the signed delivery ticket/invoice has been received directly from the customer.
4. Fast pay procedures do not apply.
5. All contractors must have the ability to accept an 820 transaction set from its financial institution. DFAS EBS, formerly EBS, will no longer forward a detailed summary of payment(s); this information will only be available from your bank.
6. STORES/BSM Reconciliation Tool: In an effort to improve the payment process, contractors will have availability to view what the customer has or has not receipted, via the EBS website. The contractor will have access to "unreconciled" information; i.e., the invoice does not match the receipt because of a quantity or price discrepancy, or because the customer has not posted a receipt. Both invoice information and receipt information

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will be available for review by the contractor. While the contractor will not have the capability to update customer receipt information, update capability will be available for unreconciled invoice information for approximately 30 days.

The Government intends to make payments under the resultant contract by electronic funds transfer (EFT). Reference Clause FAR 52.232-33, Payment by Electronic Funds Transfer- - System for Award Management” contained within clause FAR 52.212- 5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items. However, the election as to whether to make payment by check or electronic funds transfer is at the option of the Government.

<b>Economic Price Adjustments</b>
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**ECONOMIC PRICE ADJUSTMENT (EPA) – ACTUAL MATERIAL COSTS FOR  
SUBSISTENCE DELIVERED PRICE BUSINESS MODEL – DLA TROOP SUPPORT  
SUBSISTENCE PRIME VENDOR (SPV) CONTIGUOUS UNITED STATES (CONUS),  
ALASKA, AND HAWAII**

(a) Warranties. For the portion of the schedule that is covered by this EPA language, the Contractor warrants that—

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

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

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

(1) “Private label holder” means:

(i) A manufacturer or grower with whom the contractor holds an ownership and/or financial interest, or ownership and/or financial interest in a specific item(s) produced by a manufacturer or grower; or

(ii) An entity holding an intellectual property interest, whether by ownership or license, in the label under which product is being sold in the commercial marketplace; or

(iii) An entity holding exclusive marketing and/or sales authority of a product, or one holding property rights in a proprietary product formula.

(2) “Redistributor” means an entity independent of the contractor from which the contractor purchases product for purposes of consolidating quantities and/or obtaining a competitive delivered price.

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(3) “Standard Freight” means the published list price or prevailing market rate for transportation of subsistence and food service operating supplies, i.e. the transportation charge for delivery from the manufacturer/grower/private label holder or redistributor to the SPV Contractor. This may include inter-division transfers between the SPV Contractor’s warehouses provided the delivered price (inclusive of standard freight) of a product at a given time is identical to the delivered price of the same product at the same time to other commercial customers in the SPV Contractor’s electronic purchasing system.

(i) In the event the SPV Contractor picks up product free on board (f.o.b.) origin from a manufacturer/grower/ private label holder, or arranges for delivery transportation from a third party source other than the manufacturer/grower/private label holder, the standard freight charge shall be based on market tariffs/conditions and shall not exceed the lesser of:

(A) The manufacturer/grower/private label holder’s or manufacturer/grower/private label holder’s carrier’s freight price normally payable by the SPV Contractor for inbound shipments of such products and quantities to the Contractor’s distribution point; or

(B) An average price based on market conditions for freight in the same market for the same type of freight service for like products, shipping methods and quantities.

(ii) In rare circumstances, and only with the Contracting Officer’s written approval, the SPV Contractor may use drop shipments, i.e. the product is shipped directly from the manufacturer/grower / private label holder to the customer without the SPV Contractor taking possession. This may involve transportation charges using non-standard freight such as FedEx, United Parcel Service (UPS), or the United States (U.S.) Postal Service. In such instances the Contracting Officer will determine price reasonableness on the unit price inclusive of freight.

(4) “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 three components: delivered price plus distribution price less Government rebates and discounts. The unit price sum of the three component prices shall be rounded up or down, as applicable to the nearest cent to determine the final Contract unit price.

(5) Delivered price.

(i) Delivered price” means the most recent manufacturer, grower, or private label holder commercial price per unit to the Contractor, inclusive of all standard freight, that is input in the contractor’s purchasing system as the starting basis for its pricing to customers prior to the application of any specific distribution fees, rebates, discounts, limited discounts, or other financial agreements with the Contractor’s customers. The delivered price shall be based on f.o.b. destination delivered using standard freight. The delivered price shall exclude all costs that are to be covered in the distribution price. The SPV Contractor warrants that the delivered price to its delivering warehouse of a product sold at any given time by the SPV Contractor to DLA Troop Support customers is identical to the delivered price of such product sold at the same time to its other customers.

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(A) Exception: For mandatory source items, the delivered price shall be limited to the nonprofit agency's price for product as set in accordance with applicable law, plus standard freight.

(B) Exception: A redistributor's price for a specific manufacturer/grower/private label holder's product (or stock keeping unit (SKU)) may be used as long as the redistributor's price for the quantity ordered is equal to or lower than the manufacturer's/ grower's/ private label holder's current price inclusive of Government rebates and discounts (as defined below). Supporting documentation (published price list, manufacturer letter/email, or similar proof of price comparison) may be required. The determination that the supporting documentation is sufficient to establish the manufacturer's/ grower's/ private label holder's current price rests solely with the Contracting Officer.

(C) Exception: Standard freight may not apply to drop shipments and f.o.b. origin pickups.

(ii) The Contractor shall utilize best commercial practices in purchasing its food items under this contract, to include seeking and using competition to the maximum extent practicable for all purchases and purchasing in the most economical order quantities and terms and conditions.

(6) "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 delivered price; including but not limited to, the performance requirements of the statement of work (SOW) for the applicable SPV solicitation and resulting contract. As detailed above in paragraph (5), delivered price is distinct from and not to be included in the distribution price. For both drop shipments and Government pick-ups, the Contracting Officer may negotiate a reduced distribution price with the Contractor since the Contractor is not handling the product.

(7) "Government rebates and discounts" means all rebates, discounts, and limited discounts designated for the Government, including National Allowance Pricing Agreements (NAPA) discounts, food show discounts, early payment discounts (other than qualifying early payment discounts as defined in the Rebates, Discounts and Price Related Provisions section of the solicitation), and any other rebates, discounts, or similar arrangements designated by the manufacturer/grower/ private label holder or redistributor to be passed to the Government or passed to all customers without specific designation. In accordance with other provisions of the contract (and subject to any applicable exceptions in those provisions), all Government rebates and discounts shall be passed to the Government via a reduced catalog price (i.e. "off invoice"). Any Government rebates and discounts that must be passed to the Government and which cannot be applied as an up-front price reduction must be submitted via check payable to the U.S. Treasury, with an attached itemized listing of all customer purchases by line item to include contract number, call number, purchase order number and contract line item number (CLIN).

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



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(9) "Ordering Week" means from Sunday at 12:01 AM through the following Saturday until midnight (Eastern Time EST, 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 EPA language or other applicable provision of the contract. Only the delivered price component of the Contract unit price is subject to adjustment under this EPA language. After the first ordering week, if the Contractor's delivered price changes for any or all Contract unit prices, the Contract unit price shall be changed in the next week'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 delivered price, subject to the limitations in paragraph (d). The price change shall be effective at the beginning of the next ordering week. All ordering catalog unit prices computed in accordance with this EPA language and in effect when an order is placed shall remain in effect for that order through delivery. DLA Troop Support will be charged the Contract unit price in effect at the time of each order regardless of any changes in the unit price occurring in any subsequent ordering week.

(ii) Catalog delivered prices must be reflective of the prime vendor's last receipt price (the price of the stock most recently received into SPV contractor's inventory).

(iii) Updates to the delivered price: All notices and requests for new item delivered prices and price changes shall be submitted weekly, no later than Monday 5 PM EST to be effective in the following ordering week's ordering catalog prices. The delivered price shall have any and all Government rebates and discounts subtractions made prior to presenting the delivered price to DLA Troop Support. The Contractor shall notify the Contracting Officer of its notice/request in the form of an electronic data interchange (EDI) 832 transaction set. The change notice shall include the Contractor's adjustment in the delivered price component of the applicable Contract unit price. Upon the Contracting Officer's acceptance of such EDI 832 price changes in accordance with paragraph (v) below, the price change transaction sets will post in the next week's ordering catalog and each Contract unit price shall be changed by the same dollar amount of the change in the delivered price in the next week'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 weeks. 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, manufacturer/grower/private label holder documentation regarding Government rebates and discounts, and any other substantiating information requested by the Contracting Officer.



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(v) Price change requests that the Contracting Officer questions or finds to be inconsistent with the requirements of this EPA language shall not be posted until the Contracting Officer specifically authorizes the posting. If the Contracting Officer does not notify the Contractor by close of business 5 PM Eastern Standard Time each Wednesday 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 week. The posting of updated prices in the ordering catalog, calculated in accordance with this EPA language, constitutes a modification to this contract. No further contract modification is required to effect this change. Any changes that post to the ordering catalog do not constitute a waiver of any of the rights delineated elsewhere in the contract.

(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 delivered 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 5PM Eastern Standard Time on Wednesday. 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 may be considered negatively in any evaluation of performance.

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

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

(i) Supplies for which the delivered price is not affected by such changes;

(ii) Changes in the quantities of materials; and

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

(3) If the Contracting Officer rejects a proposed adjustment for an item because the adjusted unit price cannot be determined fair and reasonable, the Contractor shall have no obligation to fill future orders for such item as of the effective date of the proposed adjustment unless such item is subsequently added to the contract at a Unit Price that is determined fair and reasonable. Alternately, the item may be retained on the catalog at the prior (unadjusted) price for as long as both parties agree to do so.

(d) Upward ceiling on economic price adjustment. The aggregate of contract delivered price increases for each item under this EPA language during the contract period inclusive of any option period(s) or tiered pricing period(s) shall not exceed 30 percent (%) (110% for fresh fruits and vegetables (FF&V)) of the initial contract delivered price, except as provided below:

(1) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this EPA language will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. In the event the latest actual market price for an item would result in a contract unit price that will exceed the allowable ceiling price under the contract, then the Contractor shall immediately notify the Contracting Officer in writing or via its EDI 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 delivered 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 week's ordering catalog.

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

(f) Examination of records. 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, that the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this EPA language. Such examination may occur up to twice a year (except as provided for below) 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

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(FAR), whichever is earlier. These will normally involve Government selection of a statistically significant sample size of invoices/records to examine based on the number of line items on the specific contract catalog. If an examination of records reveals irregularities, further examinations and/or a larger sample size may be required. In addition to normal examination, the Government may conduct additional examinations at the Contracting Officer's discretion.

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

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

<b>MANAGEMENT REPORTS</b>
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The contractor shall provide the following reports to the Contracting Officer in the frequency indicated. Negative reports are required and the government reserves the right to add additional reports at no additional cost.

Each quantity and dollar value provided should be based on the item's unit of issue. The below reports shall be submitted. A separate report shall be submitted individually for Hawaii Land and for Hawaii Ships.

It is at the Contracting Officer's discretion which reports are submitted and the frequency of these reports. 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 i.e. reporting period of January 1st through January 31st; the reports must be received by February 7th.

The weekly reporting period is from Sunday through Saturday.

Weekly reports must be submitted by close of business each Wednesday immediately following the reporting period. Unless otherwise identified below, all other reports are to be submitted electronically on a monthly basis. Other reports and additional information on existing reports may be requested by the Contracting Officer.

The contractor is required to add the following statement to every management report submitted to DLA Troop Support: "I confirm that all the information submitted to the Government is complete and accurate to the best of my knowledge. I understand that false statements contained herein, may be punishable by law."

1. Fill Rate Reports: (Shall be submitted in non-protected Excel format)

- a. Monthly Fill Rate Report – The monthly fill-rate by line item is calculated by dividing the number of cases accepted by the customer by the number of cases ordered. Mis-picks and damaged cases should not be included in this calculation, however all items Not-In-Stock, rejected, returned, damaged, mis-picks, etc., should be clearly identified

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in the report. The report should specify fill rates per customer/dining facility and an overall average for the month. In addition to the fill rate by cases, catch weight items by pounds shall be reported as defined in the fill rate section of the contract.

- b. **Weekly Fill Rate Report** – In addition to the Monthly Fill Rate Report, the contractor will also submit a weekly report reflecting the previous week's 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. The weekly fill rate report shall also include Raw fill rate percentages exclusive of customer cancellations.

The Monthly and Weekly fill rate reports should specify fill rates grouped by contract/catalog number(s) (if applicable), DODAAC (first six positions of the delivery order) and delivery order number.

The date range of the monthly and weekly fill rate reports shall be based on the customer's RDD for the previous week. The report shall contain all orders for the specified time period, as well as, a worksheet summary roll-up report tab which captures all contract/catalog numbers combined. The summary shall contain the following information:

- Overall fill rate based on cases
- Overall non-catch weight fill rate based on cases
- Overall catch weight fill rate based on cases
- Overall catch weight fill rate based on pounds
- Delivery orders shall be grouped by DODAAC. Within each DODAAC sort fill rates by delivery order number

2. **832 Report (Monthly):**

- a. Each line to contain at a minimum: DLA Troop Support stock number, item description, current delivered price, new delivered price, distribution price, current total price (current product + distribution), new total price (new product + distribution), distribution category, purchase ratio factor, unit of issue, unit of measure, and NAPA discount.

3. **Slow Movers (Excess Stock) (Monthly):**

- a. This report shall list all products that are being ordered in less than the required contract minimum monthly quantity of 10 cases. The purpose is to track slow moving items for possible deletion from the catalog.

4. **Rebates (General):**

- a. All rebates passed along to the customer via off-price reductions, or that is due to the customer, shall be summarized by listing each customer and the rebate amount. Also,

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include the manufacturer offering the rebate and the product usage. The total shall be per customer and per contract. A negative report is required.

5. Contractor Records Retention DGPA 17.9503-P(b)(1) (xxii)) (Annually):

- a. Contracting Officers shall review and approve contractor's contract retention plans. The contract retention plans must be in accordance with FAR 4.703. The contractor's record retention plan should include the length of time that they plan to retain contract file documents and electronic documents. The plan should also include the contractor's plan to back up electronic documents.

For example, certain records must be retained until 3 years from the date of final payment. See FAR 4.703 for more information on retention of contract file documents.

6. Supply Chain Fitness Report (SCFP) (Weekly):

- a. The vendor will submit a report of assets on hand, anticipated usage, average 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 on an as needed basis, however they may also be required to submit it weekly or monthly, as circumstances warrant. The contractor shall electronically transmit the following reports to the Subsistence Contracting Officer and Contract Specialist within 5 working days as requested.

7. Not-in-Stock (NIS) (Weekly):

- a. This report must list all not-in-stock products (in accordance with the definition of fill rate/not in stock), the estimated get well date ( date the item will be back in stock) for each item for a one-week period, and lost sales due to NIS.

8. Rebates (Food Show)

- a. This report shall show a detailed break out of all savings received at Food Shows by attending vendors and is as required based on the timing of the Food Show. The Contracting Officer should receive this report no later than two weeks after the end of the special pricing period that includes a list of each customer, the Food Show amount, the manufacturer/broker name, and quantity ordered.
- b. Food Show rebates shall be listed per customer, per contract, and per manufacturer. The total shall be per customer and per contract.

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9. NAPA Report:

- a. The Prime Vendor will submit a monthly report and the NAPA data-tracking company (currently One2One) will generate a monthly Discrepancy Report. Vendors are required to refund any allowances not passed on as up-front item discounts.

10. National Contract Items (Monthly):

- a. The Prime Vendor will submit a monthly report listing all National contract items, purchase price, number of cases, total pounds, and total sales for each item. Separate tabs should be submitted for each National contract.

11. Container Utilization Waivers (Monthly):

- a. This monthly report shall list all container utilization waiver requests, date of waiver, Prime Vendor name, shipper, container TCN, waiver code, cubes.

12. Cost Savings Report (Monthly):

- a. This report will help demonstrate the efforts the Prime Vendor is making to reduce delivered price costs. Each line to contain at a minimum: DLA Troop Support stock number, GTIN, Manufacturer name, description, savings type, reason for savings, price change comparison (including old price, new price and percentage difference), price validity (start and end dates), savings for the fiscal year (including actual sales volume and actual cost savings).

13. Financial Status Report (Monthly) -

- a. In order to ensure timely payments, a summarized account receivable and / or a "days of outstanding sales" shall be submitted on a monthly basis. The report will be categorized by time periods and sorted further by customer. If problems should occur, a detailed listing by invoice number / call number will be requested. However, it is suggested that this report contain as much information as possible to alleviate problems immediately.

14. DLA Owned Material Physical Inventory Report (Annually, If Needed) –

- a. The contractor shall perform a complete physical inventory of all DLA Owned Material and provide a report of the results at least once per year. The report shall show the quantity on hand for each item according to the contractor's inventory management system along with the corresponding quantity from the physical inventory

<b>CATALOG ORDER GUIDE</b>
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The contractor shall provide a catalog order guide, with descriptions and pack sizes, to each of the

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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.

<b>PRIME VENDOR 832 CATALOGS</b>
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During contract implementation, the Prime Vendor will be required to establish and electronically submit 832 catalogs for testing and for live customer orders. A Subsistence Total Ordering and Receipt Electronic System (STORES) EDI Implementation Guideline is included herein.

<b>IN-PROCESS REVIEWS (IPR)</b>
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1. The Contracting Officer will conduct In-Process Reviews ("IPRs") to evaluate and discuss Prime Vendor performance on a monthly basis.
2. The Prime Vendor will be required to travel to Philadelphia at least once per year to participate in an in-person IPR at no additional cost to the Government. As a minimum, the Prime Vendor participants must include: the contract administrator and/or program manager.

<b>OTHER CONSIDERATIONS</b>
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The Prime Vendor will cooperate in any Government investigation relating to this contract. The Prime Vendor will also be responsible for ensuring subcontractors or partners cooperation in any Government investigation relating to this contract. Specific forms of cooperation will include making officials available for interviews, production of records, etc. The Prime Vendor will submit specific monthly reports, signed by a senior official of the company (i.e. Chief Financial Officer or someone higher in the organizational hierarchy), relating to pricing, discounts, rebates, allowances or other similar economic incentives or benefits that will be received by the contractor.

<b>In Personam Jurisdiction for Civil or Criminal Actions brought by the United States Government (DEC 2009)</b>
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Definitions, as used in this clause,

Contractor- For purposes of this clause the term "contractor" includes both the contractor and subcontractors at any tier and any employees of the contractor or any subcontractor performing work under or in connection with the contract.

(United States- For purposes of this clause the term "United States" means the 50 States and the District of Columbia. The term does not include any military installation or facility located outside the United States, as so defined.

The contractor consents to and, in the event of initiation of an action by the United States, shall



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also consent at that time to in personam jurisdiction over the contractor by the Federal courts of the United States with respect to any civil or criminal action brought by the United States Government based on any act or failure to act of the contractor in the performance of or otherwise arising from or related to this contract. The contractor further agrees to accept service of process with regard to any such action, failing which the contractor shall be deemed to be subject to the in personam jurisdiction of any Federal court of competent subject matter jurisdiction through operation of this clause.

Consent to in personam jurisdiction pursuant to this clause shall not operate to deprive or terminate in personam jurisdiction in any other court that otherwise has in personam jurisdiction under applicable law.

Where a cause of action arises from an act or omission occurring outside the United States, in personam jurisdiction shall lie in the United States District Court for the District of Columbia if it cannot be established in another Federal court.

In the event that the value of the contract (including options) equals or exceeds \$5,000,000 and the contractor does not maintain an office in the United States, the contractor shall designate an agent located in the United States for service of process in any action covered by this clause, and provide the name and address of that agent to the Contracting Officer.

The contractor shall include this clause in any subcontracts under this contract, and each subcontractor shall include this clause in any of its subcontracts.

<b>52.212-1 -- Instructions to Offerors -- Commercial Items.</b>
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As prescribed in [12.301\(b\)\(1\)](#), insert the following provision:

**Instructions to Offerors -- Commercial Items (NOV 2021)**

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition—

(1) Is set aside for small business and has a value above the simplified acquisition threshold;

(2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

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(3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

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(d) *Product samples*. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers*. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR subpart 4.10), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

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(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to-

GSA Federal Supply Service Specifications Section  
Suite 8100 470 East L'Enfant Plaza, SW  
Washington, DC 20407  
Telephone (202) 619-8925  
Facsimile (202) 619-8978.

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(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST ( <https://assist.dla.mil/online/start/>).

(ii) Quick Search ( <http://quicksearch.dla.mil/>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by-

(i) Using the ASSIST Shopping Wizard ( <https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.* (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.

(k) [Reserved]

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

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- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

<b>ADDENDUM TO FAR 52.212-1 – Instructions to Offerors – Commercial Items</b>
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252.203-7005 Representation Relating to Compensation of Former DOD Officials

- (a) *Definition.* "Covered DOD official" is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DOD Officials.
- (b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DOD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

**52.212-1, Instructions to Offerors—Commercial Items (OCT 2015)** is incorporated in this solicitation by reference. Its full text may be accessed electronically at <https://www.acquisition.gov/far/index.html>.

*The following paragraphs of 52.212-1 are amended as indicated below:*

1. Paragraph (b), *Submission of offers*.

  x   Facsimile offers are NOT authorized for this solicitation.

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x Facsimile and E-mail Offers are not acceptable forms of transmission for submission of initial proposals or revisions to initial proposals submitted in response to this solicitation. As directed by the Contracting Officer, facsimile and e-mail may be used during discussions/negotiations, if discussions/negotiations are held, for proposal revision(s), including Final Proposal revision(s).

2. *Period for acceptance of offers* (Paragraph c).

Period of acceptance is 240 calendar days.

3. *Multiple offers* (Paragraph e).

Alternative commercial items may not be considered for award on this acquisition; however, but may be utilized for market research on future requirements.

4. *Contract Award* (Paragraph g).

If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other non-price factors considered.

## **Proposal Factors and Components**

**The following non-price and price components shall be used to evaluate offers:**

### NON-PRICE PROPOSAL -TECHNICAL PROPOSAL – (NON-PRICE COMPONENTS)

- Factor I. Warehouse Location and Capacity
- Factor II. Resource Availability (Cash Flow and Equipment)
- Factor III. Implementation and Management Plans

### NON-PRICE TECHNICAL PROPOSAL – (NON-PRICE COMPONENT)

### BUSINESS PROPOSAL/PRICING (PRICE COMPONENTS)

- Component I – Aggregate Distribution Price
- Component II – Weighted Aggregate delivered Price

*General submission requirement information:*



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- (i). All information is to be submitted in writing. All written offers need to be submitted on 8.5 in x 11 in standard paper.
- (ii). The Government reserves the right to verify any information presented in the Non-Price and Price Proposals. Site visits to assess the accuracy of the information provided in an offeror's proposal may be conducted by the Defense Contract Management Agency, Defense Contract Audit Agency or other qualified personnel during the evaluation process.
- (iii). The Completed Solicitation (Volume I), Non-Price Proposal (Volume II) and Price (Business) Proposal/Pricing (Volume III) are required to be uploaded to the DLA Internet Bid Boards System (DIBBS) at <https://www.dibbs.bsm.dla.mil>. Proposals that do not provide the required information in the prescribed format may be excluded from further consideration.

Evaluations for each volume of the proposal will be performed exclusive of one another. Therefore, the Non-Price Proposal shall contain no reference to pricing data contained in the Price (Business) Proposal/Pricing. Conversely, the Price (Business) Proposal/Pricing should not address information requested under Non-Price Factors. Pricing information shall only be contained in Volume III.

- (iv). Offerors may provide additional technical information that will enhance the proposal; however, overly elaborate proposals that contain information not pertinent to this acquisition are not desired. Failure to provide the information requested may render the proposal unacceptable and may lead to a rejection of the offer.

The written Non-Price Proposal must demonstrate the offeror's ability to meet the Government's requirements as set forth in the solicitation. Failure to provide information as requested in any of the Non-Price Factors identified below in the section entitled Submission Requirement – Non-Price Proposal may render the proposal unacceptable.

**Initial technical proposals are limited to no more than 75 pages. An additional 50 pages will be allowed for supporting documentation such as lease and carrier agreements. Font must be Times New Roman size 12. Pages must be single sided.**

Any information submitted in excess of the page limitation for any factor or submission requirement will not be reviewed. Nonconformance with the instructions provided in this section, or any attempt to circumvent the format requirements or page limitations in this section, may result in rejection of the proposal.

*NOTE: The page limitations discussed in this section apply to the submission of initial proposals. In the event discussions are conducted, these page limitations and format requirements may be adjusted or relaxed in order to ensure, among other things, meaningful discussions are conducted.*

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In order to receive full consideration, firms are encouraged to ensure that the information provided in the Non-Price Proposal is factual and complete. To ensure that an accurate evaluation of the proposal is made, **please address the Non-Price Factors/Components in the order in which they appear in the solicitation.** Failure to do so may result in the Non-Price Evaluation Panel overlooking important information.

- (v). In the Price (Business) Proposal/Pricing, the offeror is required to furnish pricing information as outlined below in the solicitation section entitled Submission Requirement – Price (Business) Proposal/Pricing – Volume III. To be acceptable, the firm’s pricing must be complete, fair, and reasonable. Failure to provide the information requested may render the proposal unacceptable and may lead to a rejection of the offer.

The Price (Business) Proposal/Pricing Market Basket Product Prices are used for evaluation purposes; but, the Market Basket items will also become part of the catalog. Final negotiated prices shall become the baseline catalog prices at the time of the first order. These prices then are permitted to be adjusted in accordance with the Economic Price Adjustment- Actual Material Costs for Subsistence Product Price Business language (located in the section titled PRODUCT SOURCING AND PRICING).

**Submission Requirement – Technical Proposal – Volume I**

**SECTION A – TECHNICAL FACTORS**

**FACTOR I – Warehouse Location and Capacity**

**Submission Requirement – Factor I**

1. In accordance with FAR 52.215-6 Place of Performance, the offeror shall identify in the following format the name and location of their Hawaii OCONUS and CONUS warehouse distribution facilities, CONUS Source Load Manufacturing Facilities, and any Administrative Management Support Offices that will be utilized in support of its distribution network for this requirement. Also, identify the owner and operator of each facility.

<b>Hawaii OCONUS Warehouse Distribution Facilities</b>	
Place of Performance (Street Address, City, State, County, Zip Code)	Name & Address of Owner & Operator of the Plant or Facility if other than Offeror or Respondent

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CONUS Warehouse Distribution Facilities	
Place of Performance (Street Address, City, State, County, Zip Code)	Name & Address of Owner & Operator of the Plant or Facility if other than Offeror or Respondent

CONUS Source Load/Manufacturer Facilities	
Vendor (Name & CAGE)	Place of Performance Street Address, City, State, County, Zip Code

Administrative/Management Support Offices	
Place of Performance (Street Address, City, State, County, Zip Code)	Name & Address of Owner & Operator of the Plant or Facility if other than Offeror or Respondent

**NOTE:** No change in the places(s) of performance shall be permitted between the closing date of the solicitation and the award date except where time permits and then only upon receipt of the Contracting Officer's written approval. Any change in the place(s) of performance cited in this offer and in any resulting contract is prohibited unless it is specifically approved in advance by the Contracting Officer at no additional charge to the Government. No longer using, possessing, or having access to an offered facility, as described in an offeror's proposal, may result in an offeror's proposal being considered unacceptable.

2. Any proposed Prime Vendor built warehouse, which may be required to be constructed, and utilized for the storage of contract related subsistence items, must be included in your list of Hawaii OCONUS warehouse distribution facilities. In order to prepare an offer, firms shall want to discuss this facility as well as the construction timeline in detail, if the proposed warehouse is not already constructed and pictures are not provided.
3. For the proposed Hawaii OCONUS facility (ies), discuss whether owned or leased. If the facility (ies) is leased, provide a copy of each lease agreement or memorandum of understanding as well as a detailed narrative explaining the nature and duration of each agreement. If the facility is owned by the offeror, provide substantiating documentation. Photographs and diagrams must be provided and properly labeled.
4. Discuss in detail any ongoing or proposed construction which will be necessary in support of the proposed Hawaii OCONUS and CONUS warehouse facilities. Provide detailed information regarding applicable agreements, contracts, deeds and leases in support of their

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facility(ies) and specific timelines in regard to construction (i.e. groundbreaking through certificate of occupancy). Clearly address whether construction is contingent upon award (i.e. to commence upon award announcement) or whether currently ongoing. If some aspects of construction are ongoing, while others are contingent, this must be clearly described (e.g. groundbreaking will be 01 July 2023 irrespective OR groundbreaking will be 01 July 2023 IF award is made by 02 Apr 2023). Real-time dates must be supplied and milestones already achieved must be highlighted. Photographs and diagrams must be provided and properly labeled. Building technical drawings and specifications may be requested at any time to ensure the adequacy and viability of the facility being built, if needed, and for award purposes. In the event that any ongoing or proposed construction will be necessary in support of the proposed Hawaii OCONUS and CONUS warehouse facilities the Contracting Officer may provide the names and credentials of any authorized persons who wish to see the proposed warehouse construction site, its technical drawings and specifications, etc. Visits and documentation requests will be coordinated with the Contracting Officer Representative (“COR”) through DLA Troop Support Philadelphia.

5. For the proposed CONUS facility(ies), discuss the concept of operations between the parties for purchasing, warehousing, and transporting product from CONUS to Hawaii OCONUS locations. Describe the roles of each party and provide a copy of any existing agreement or memorandum of understanding.
6. Discuss in detail any proposed upgrades which will be necessary in support of the proposed Hawaii OCONUS and CONUS warehouse facilities. Provide detailed information and specific timelines regarding any proposed upgrades to the proposed Hawaii OCONUS and CONUS warehouse facilities that will be needed to meet solicitation requirements (i.e. food storage (racking/material handling equipment/etc.), food defense (fencing/lighting/security cameras/etc.), quality control, etc.).
7. Discuss how you intend to meet the quantity demand requirements of this solicitation in terms of the size of your Hawaii OCONUS facilities (i.e. warehouse capacity, American sized pallet spaces, refrigerated and dry space, etc. that will be available for use to fulfill the requirements of this solicitation). Provide clearly marked photographs of each Hawaii OCONUS warehouse and a diagram of the layout in terms of the American sized pallet locations as it relates to the ordering volume of this contract.
8. For the proposed Hawaii OCONUS facilities, discuss your available yard space for receiving inbound shipments for Prime Vendor product and GFM, retrograding trucks to include your capability to ship and receive simultaneously, and staging of out bound product for shipment. Include the number of doors available for shipping and receiving and any impediments to simultaneous use.

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**FACTOR II – Resource Availability (Cash Flow, Equipment)**

**Submission Requirement – Factor II**

1. Describe your firm’s financial capability to perform throughout the life of a resultant contract (i.e. bank commitment letter, financial strength of your firm, etc.). Specifically address your firm’s financial capability to perform during the 120-day ramp up as well as during any surge timeframe. If additional finances will be required, discuss the intended method and lead time required to obtain said finances.
2. Identify the quantity, type, and location of the distribution equipment resources (i.e. trucks, material handling equipment, etc.) that it will utilize to meet the requirements of the instant solicitation. For each item, identify if it is leased or owned by the offeror. For leased equipment, provide a copy of the lease agreement, memorandum of understanding, or similar agreement with the lessor. If additional equipment/resources will be required to handle the proposed contract, discuss the intended method and lead-time required to obtain said resources.
3. Provide a detailed plan for maintaining and servicing vehicles and equipment to include the number and experience of personnel that it intends to utilize for this effort.

**FACTOR III – Implementation and Management Plan**

**Submission Requirement – Factor III**

1. The offeror must discuss all elements of its implementation plan from contract award to fully operational capability (“FOC”) in accordance with the “Contract Implementation Phase” section of the statement of work. The offeror’s proposal must provide dated milestones that identify each step of the plan within the specific 4-month implementation timeframe. Any action that will cause a delay and impact the successful FOC must be clearly identified.
2. The offeror must discuss how all elements of its supply chain management plan to include purchasing, over ocean transit times, warehousing, local market ready items, and inventory management is taken into consideration to ensure a seamless implementation from the incumbent Prime Vendor operation to the proposed Prime Vendor operation.
3. Identify and discuss the Warehouse Management System that will be used in the performance of the proposed contract. Explain how your supply chain management plan will enable you to meet or exceed the 98% fill rate and 300% surge requirements. Discuss your supply chain management plan to include tasks associated with purchasing inventory, replenishing inventory, and managing inventory levels to achieve a consistent 98% fill rate and to meet the 300% surge requirement.

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4. The offeror must identify all aspects of the proposal that are dependent upon Government action and/or information for the offeror to successfully perform its transition to full implementation.
5. Provide an organizational/management chart for the key personnel or the positions of personnel who are responsible for the day to day management and overall success of this Prime Vendor Program. Do not submit corporate charts unless the people listed are directly involved in the performance of the proposed contract. Discuss your key personnel's experience with Prime Vendor and/or Government contracts and/or discuss your key personnel's experience with commercial food accounts. In addition, offerors shall submit a complete resume for each of the key personnel identified.

**SECTION B – PAST PERFORMANCE**

**Submission Requirement – Past Performance**

1. Provide a brief performance record of up to five (5) of your highest dollar value or most comparable contracts, whether they are commercial or Government contracts, from the 18-month period preceding the closing date of the solicitation.

Provide the following information for EACH of the 5 selected contracts:

- a. Identify who issued the Contract /Account (Name, email address and phone number).
- b. Identify who the Contract Holder was issued to and who is responsible for performance under the contract/account (Name, E-mail address, and phone number).
- c. Time period that the account has been serviced.
- d. Annual sales dollar value
- e. Number of customers that you deliver to on a routine schedule
- f. Estimated line items/SKUs in inventory
- g. Brief statement of the work performed to include a discussion of experience performing deliveries as a full line food distributor.
- h. Narrative to explain how the contract is similar in size and/or complexity to the solicited requirements.
- i. Discuss problems that you have encountered during performance and what steps were taken to resolve the problems, along with their resolutions.

For purposes of evaluating Past Performance, offerors that are proposing a joint venture, partnership or a teaming approach may provide past performance information on team members. Offerors that are relying on past performance information of their team members must clearly demonstrate that the team member will have meaningful involvement in the performance of the resultant contract for that past performance to be considered.

2. The offeror shall distribute the below questionnaire to each contract holder identified in response to paragraph 1 above. Questionnaires shall be completed by the contract holder

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and e-mailed directly from the contract holder to the following e-mail addresses: [matthew.ligato@dla.mil](mailto:matthew.ligato@dla.mil), [Kimberly.Szczepkowicz@dla.mil](mailto:Kimberly.Szczepkowicz@dla.mil) and [Elizabeth.DiFrancesco@dla.mil](mailto:Elizabeth.DiFrancesco@dla.mil) no later than the solicitation closing date (original or amended). Offerors should follow-up with the contract holders to ensure the timely submission of questionnaires. The Government may contact the offeror's listed references to confirm the provided information and survey the performance of the offeror. The Government may also obtain and use past performance information from sources other than those identified by the offeror. These would be publicly available, non-confidential sources.



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**DLA Troop Support  
Performance Questionnaire**

Your willingness to complete the following questionnaire is appreciated. The information that you provide will be used in the awarding of federal contracts. Therefore, it is important that your information be as factual, accurate and complete as possible to preclude the need for follow-up by the evaluators. Request that the completed questionnaire is returned via e-mail to [matthew.ligato@dla.mil](mailto:matthew.ligato@dla.mil), [Kimberly.Szczepkowicz@dla.mil](mailto:Kimberly.Szczepkowicz@dla.mil) and [Elizabeth.DiFrancesco@dla.mil](mailto:Elizabeth.DiFrancesco@dla.mil) Thank you.

**Contract Information:**

Evaluator's Name & Agency/Company

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Evaluator's Phone Number

---

Evaluator's E-mail Address

---

Contract Number

---

Contractor's Name

---

Contractor's Address

---

Contractor's CAGE Code, if applicable

---

Contract Award Date

---

Contract Annual Dollar Value

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Contract Term (Start date and End date)

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Description of Supplies/Services Provided

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**Contract Performance**

**Please circle, underline, or highlight in bold, one of the numbers for each question using the most appropriate scale description:**

Excellent	Very Good	Acceptable	Poor	Unacceptable	N/A			
No Problems	Rare Problems	Occasional Problems	Frequent Problem	Daily Problems	N/A			
5	4	3	2	1	N/A			
1. Warehousing operations			5	4	3	2	1	N/A
2. Quality control &condition of delivered products			5	4	3	2	1	N/A
3. Customer support and satisfaction			5	4	3	2	1	N/A
4. Fill Rates (product accepted/product ordered)			5	4	3	2	1	N/A
5. Financial management			5	4	3	2	1	N/A
6. Overall Contract Performance			5	4	3	2	1	N/A

**REMARKS (instances of problems or instances of exceptional performance):**

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Note: N/A means Not Applicable.

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**Submission Requirement – Business Proposal/Pricing (Hawaii Land Customers Hawaii Ships Customers Volume II.**

**Component I - Aggregate Distribution Price**

The Aggregate Distribution Price is calculated by multiplying each distribution price by its respective estimated quantity for each tiered pricing period and totaling the results. This calculation is performed for all items in the selected Market Basket and for Distribution Categories 13-24 which do not have associated item Delivered prices.

**Component II - Weighted Aggregate Delivered Price**

The Weighted Aggregate Delivered Pricing is calculated by multiplying each delivered price for all items in the selected Market Basket by its respective estimated quantity for each tiered pricing period and totaling the results, and then multiplying the resulting number by 0.30 (or 30%), for evaluation purposes only. The total is then multiplied by five (5), to represent the total length of the contract.

To address the above Price Components, the offeror is required to submit the below Elements 1-5.

**Notes:**

- a. The solicitation Attachment spreadsheet titled “Market Basket” consists of four (4) tabs: “Totals”; “Distribution Price Categories ” “Market Basket”; and “Current Catalog Items,” respectively. The third tab (“Market Basket”) is designed for the submission of all delivered prices in the yellow highlighted cells. The second tab (“Distribution Price Categories ”) is designed for the submission of all distribution prices in the yellow highlighted cells. It is mandatory that all contractors submit Delivered prices and distribution prices in this format. Failure to submit the delivered product and distribution prices using the Attachment spreadsheet titled Market Basket may result in the rejection of the offeror’s entire proposal.
- b. The tab “Totals” calculates the offeror’s aggregate offer, pulling information from the other tabs.
- c. The tab “Market Basket” lists each item along with demand data, measured in cases/pounds/each, for all tiers.
- d. The “Distribution Price Categories” tabs lists each distribution category, along with demand data, measured in cases/pounds/pallets/each, for all tiers. The demand data in these tabs, for each distribution category, is a compilation of each Market Basket item in that category, or as specified directly on the worksheet.

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- e. The “Current Catalog Items” tab lists the items that were cataloged for customer support as of March 30, 2022. It includes the Market Basket items, but identifies other items that are most likely to be cataloged by the Contractor post award. This tab is provided for informational purposes only.
- f. Elements 1, 2, and 3 below must be submitted via Attachment “Market Basket” by completing the yellow highlighted cells in tabs marked “Totals”, “Distribution Price Categories, and “Market Basket”. The information and formulas provided on the Attachment 2 spreadsheet, all tabs, are locked and may not be altered. Offerors are required to complete the cells that are highlighted in yellow.
- g. Element 4 must be collated in sequential numerical order.
- h. Element 5 must be in writing in a Word document format.
- i. All pricing shall be offered in accordance with the pricing provisions of the solicitation; i.e.,  $\text{Contract Unit Price} = \text{Delivered Price} + \text{Distribution Price}$ . See Economic Price Adjustment (EPA) – Actual Material Costs for Subsistence Delivered Price Business Model – DLA Troop Support Subsistence Prime Vendor (SPV) Contiguous United States (CONUS), Alaska, and Hawaii language, as well as the above Price Definitions and Provisions and Invoicing sections.

**Element 1 – Aggregate Offer using Attachment ‘Market Basket’, tab Totals”.**

DLA Troop Support has provided offerors with a tab titled “TOTALS” inside the price proposal workbook. Other than the offeror’s name and commercial government entity (CAGE) code in cell E4, the offerors do not enter information in this tab. Rather, this tab calculates the offeror’s aggregate offer, based on the information contained in the distribution category worksheets and market basket tabs.

These calculations include all tiers, as well as quantity adjustments, which derive from alternate offers. These calculations rely on the information the offeror enters into the other portions of the spreadsheet; any incorrect information, therefore, will skew this stated total.

After the offeror submits the price proposal, DLA Troop Support will verify the offeror- entered information based on the offeror-submitted documentation: quotes.

*Note: This is not the offeror’s total evaluated price. The total evaluated price is determined through the process described below under evaluation criteria.*

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**Element 2 - Category/Distribution Prices using Market Basket Attachment tabs**  
**DISTRIBUTION PRICE CATEGORIES**

The distribution price categories to be used on this solicitation are listed on the Market Basket Attachment tab Distribution Price Categories. All Distribution Prices must be offered as a dollar amount. Distribution Prices offered as a percentage are not acceptable. Prices must not extend more than two (2) places to the right of the decimal point. Pricing for all tiers shall be provided for the Distribution Price portion of the Contract Unit Price only. Acceptance of all tiers is mandatory, if an offeror does not submit pricing for all tiers, the offeror's proposal may be rejected. The awarded Distribution Prices shall remain fixed for each applicable contract ordering period and shall be the same price for all customers.

The pricing scheme utilizes a total of 24 item distribution categories, and 10 subcategories. Subcategories have been established to identify distribution prices for local market ready items. These subcategories are identified with an "A" for example Distribution category 1 is for Dry CS purchased from CONUS. Distribution category 1A is designated for DRY CS purchased locally in Hawaii. Subcategories apply to categories 1-10. Therefore, all sub-category distribution prices (1A through 10A) shall be lower than their corresponding category distribution prices (1 through 10). Distribution categories 13-24 do not have associated item Delivered prices. The estimated annual quantities associated with categories 13-24 are identified on the Distribution Price Categories worksheet, in column "E".

Below are the instructions for the required data from the offeror for the Distribution Price Categories worksheet

1. In Column F, offerors will insert their Distribution Price for the first Tiered Pricing Period (24-month performance period, to include a 4-month ramp up) per the unit of measure (UoM) in Column C.
2. In Column G, offerors will insert their Distribution Price for the second Tiered Pricing Period (18-month performance period) per the unit of measure (UoM) in Column C.
3. In Column H, , offerors will insert their Distribution Price for the third (final) Tiered Pricing Period (18-month performance period) per the unit of measure (UoM) in Column C.

**DISTRIBUTION PRICE CATEGORIES Prepopulated or Calculated Fields:**

Column	Description
A	Cat. # – Distribution Price category number
B	Category Description – description of the food category
C	Distribution Price Category Unit of Measure – unit used to calculate the quantity in its respective category
D	Number of Items in each Category – number of items in the Market Basket that

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Column	Description
	are cataloged within a specific Distribution Price category
E	Annual Quantity (Adjusted) In Unit of Measure Listed in Column C– annual quantity per UoM (Column C) for all items in the Market Basket that are cataloged within a specific category
J	Tier #1 - Total Distribution Price per Distribution Price Category for the tier 1 period
K	Tier #2 - Total Distribution Price per Distribution Price Category for the tier 2 period
L	Tier #3 - Total Distribution Price per Distribution Price Category for the tier 3 period

**Element 3 – Item/Delivered Price, using Attachment “Market Basket, tab “Market Basket” and supporting documentation**

Market Basket attachment tab “MARKET BASKET”, represents as a minimum 40% of the anticipated dollar value of this solicitation. The distribution category for each item has been pre-designated as indicated on the Market Basket tab MARKET BASKET Column N (Distribution Category Number). No changes may be made to an item’s designated category. The estimated quantities for the items selected are indicated in Column Q (Total Annual Quantity Based on Historical Demand) and are for information and evaluation purposes only.

All offered items should match to the solicited LSN specification requirements to include item description, unit package size, units per purchase pack, grade or fabrication. If the offeror’s proposed item does not adhere to the requirement, it may not be considered an acceptable item.

Meat items shall meet all the general and detailed requirements of the Government’s item description in accordance with the IMPS or NAMPS equivalent. Regarding fat limitations, unless otherwise specified, the maximum average fat thickness shall be 0.25 inch, and trim, weight and thickness tolerances shall be as the specified quality grade.

Delivered prices entered on the MARKET BASKET tab should match the supporting manufacturer’s quote, see Element 4 below. Offerors shall not convert pricing to match the solicited LSN specification requirements when proposing an item. Any conversion will be done by DLA Troop Support and will be for evaluation purposes only.

Below are the instructions for the required data from the offeror for the MARKET BASKET.

1. For each item on the MARKET BASKET tab, the offeror shall confirm in a separate word document if the item quoted is or is not an exact match to the market basket item description. For items offered as an exact match, “Exact Match” must be stated. For items that are not offered as an exact match, “Alternate Item” must be stated to include a full description of the quoted item. Also, the specific difference(s) between the requested item description and the

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quoted item description must be clearly explained.

2. Offerors shall complete tab Market Basket column I, Rows 5 through 94, C S Price? Annotate either a “Y” for Yes, or an “N” for No whether the offered UoM is a case price.
3. The evaluated units per case must be based on the submitted manufacturer’s quote. This is the number of evaluation units of per unit of measure (see Item Information Column F) the Contractor is offering per case; e.g., the number of pounds per case, gallons per case, etc. If offering the actual requirement, this number (column G) should match the number in column F.
4. Offerors shall complete column H, Rows 5 through 94, Delivered Price. The Delivered price must be based on the submitted manufacturer’s quote (see Element 4 below). DO NOT deduct Food Show allowances from the delivered price. NAPA Discounts shall be deducted from the delivered price; however, the discount must be stated on the manufacturer’s quote or invoice.

**MARKET BASKET – Prepopulated or Calculated Fields:**

Column	Description
A	Line Item – item number in the Market Basket
B	Stock Number
C	Description – basic concept of the item of supply within a specific federal supply class (FSC)
D	UoM- Unit of Measure
E	Item Description Unit
F	Eval. Item Description Units Per UoM
K	Delivered Price When Distribution Price Cat. UoM is not case or each
L	Distribution Price Category UoM
N	Distribution Category #
O	Distribution Category # (offered)
Q	Annual Quantity
S	Annual Quantity (adjusted) - based on offered item size
U	Aggregate Delivered Product Price

**Element 4 – Manufacturer Quotes**

1. To substantiate the delivered prices submitted in response to Element 3 above, the offeror shall submit the attached quote sheet (Quote Sheet Attachment); one for each item in the market basket.
  - The offeror shall distributed a copy of the below quote sheet to each individual



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manufacturer.

- The quote sheet is required to be completed by the manufacturer and returned to the offeror.
- The offeror shall submit the collective quote sheets in line item number sequence (1-90) along with its offer.

The Government may contact the manufacturer point of contact to confirm the provided information.

1. Manufacture quotes should reflect prices effective no earlier than September 21, 2022.

*Note: An individual manufacturer's quoted price may expire before your offer expires. Your offer should be valid 240 days from the date specified for receipt of offers (initial or revised, whichever is later). Furthermore, the first post award catalog will be established at the award price. Delivered prices will only be eligible for change in accordance with the economic price adjustment clause. Therefore, the risk of not being able to make your first set of purchases for the market basket items at the exact quoted price must be factored into your distribution price.*

**Element 5 – Discounts, Rebates, Allowances or Other Similar Economic Incentives or Benefits**

The offeror shall identify all discounts, rebates, allowances or other similar economic incentives or benefits that will be received by the contractor. These discounts, rebates, allowances or other similar economic incentives or benefits shall be reported monthly as identified in the Management Reports section of the statement of work.

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**THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ALL ASPECTS OF AN  
OFFEROR'S PRICE PROPOSAL.**

OFFICIAL DLA TROOP SUPPORT OCONUS SUBSISTENCE QUOTE SHEET  
**MUST BE COMPLETED BY MANUFACTURER**

**LINE ITEM #** \_\_\_\_\_

**Solicitation: SPE300-22-R-0025**

**Region: Hawaii Land Customers Hawaii Ships Customers**

Offeror Name:	
Offeror Address:	

This is the official quote sheet for the above referenced solicitation and region. In order for this quote to be valid, all fields must be completed by the manufacturer (MFG). A completed copy of this sheet must accompany each offered item. This form may not be changed or alternated in any way other than by completing the required information.

**MANUFACTURER INFORMATION:**

MFG Name (Label and Parent Company):	
MFG POC for Military Sales (First and Last Name / Valid Phone Number and E-mail address):	
Date of quote	

**ITEM INFORMATION:**

Market Basket Stock Number	
Quoted Stock Number (if different from Market Basket item)	
MFG Item Description and Case Size	
Global Trade Item Number (GTIN)(or MFG SKU)	
Market Basket QTY and Unit of Measure	

**PRICING INFORMATION:**

A	Delivered Price	
B	NAPA Discount, if applicable:	
C	Final Delivered Price with NAPA discount (A minus B = C):	
D	Time period Price Quote is effective:	
E	Payment Terms (Early payment discount no more than 2% / Early payment required within 10 days to obtain the discount):	

MFG Signature: \_\_\_\_\_ Date: \_\_\_\_\_

NOTE: 1) MFK SKU can only be used if GTIN is not available

<b>ADDENDUM TO FAR 52.212-2 – Evaluation Commercial Items</b>
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1. Paragraph (a) is hereby expanded to read as follows:

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other non-price factors considered. The following technical and price factors shall be used to evaluate offers:

Non-Price TECHNICAL PROPOSAL – TECHNICAL FACTORS (NON-PRICE COMPONENTS)

Factor I. Warehouse Location and Capacity

Factor II. Resource Availability (Cash Flow and Equipment)

Factor III. Implementation and Management Plan

Non-Price TECHNICAL PROPOSAL – PAST PERFORMANCE (NON-PRICE COMPONENT)

BUSINESS PROPOSAL/PRICING (PRICE COMPONENTS)

Component I – Aggregate Distribution Price

Component II – Weighted Aggregate delivered Price

Technical Factors I–III and Past Performance are of equal importance to each other and will be evaluated on a comparative basis among offerors. When combined, Technical Factors I–III and Past Performance are significantly more important than price. However, as proposals become more equal in their technical merit, the evaluated price becomes more important. Any offeror that receives an Unacceptable rating on any individual factor will not be eligible for award.

Because this procurement will use the tradeoff process as outlined in FAR 15.101-1, The Government may accept other than the lowest price proposal or other than the highest technically rated proposal to achieve a best value contract award

2. Add paragraph (d) as follows:

(d) Source Selection and Evaluation Procedures:

Summary: Subsequent to the date specified in the solicitation for receipt of proposals, all timely proposals will undergo a technical and price evaluation as described below.

**Evaluation Process** – Evaluations for each volume of the proposal will be performed exclusive of one another. Factors I through III and Past Performance are considered technical factors and will be evaluated in accordance with the Technical Evaluation Process outlined below. Price will be evaluated in accordance with the Price Evaluation Process outlined below.

**Technical Evaluation Process** – Offerors are required to present all of their information in writing, as prescribed in the section of this solicitation entitled Submission Requirement – Technical Proposal – Volume I. Proposals

so technically deficient as to make them technically unacceptable will be rejected as unacceptable. No discussions will be held with rejected offerors, nor will any rejected offeror be given an opportunity to revise its offer to correct deficiencies in order to become acceptable after the date and time specified for the receipt of offers.

**Evaluation Criteria – Section A – Factor I – Warehouse, Location, and Capacity**

The Government will evaluate the offeror's proposed distribution network. The location of warehouses and facilities, as well as the nature of and risk associated with the offeror's access to and control over said warehouses and facilities will be evaluated. Proposals containing Hawaii OCONUS facilities that are owned and existing as well as those with legally-binding long term lease agreements or commitments to enter into a long term agreement that provide full use of facilities conforming to the requirements of the solicitation are likely to result in a higher rating than a proposal containing a proposed or contingent arrangement, or one which provides only partial use of a facility or otherwise raises questions concerning whether the offeror will have complete facilities available or capacity for contract performance when needed. Proposals containing existing facilities that are owned by the offeror will be rated more favorably than those proposals providing facilities that either are under construction or leased due to the lower risk involved with ownership.

Each offeror's physical Hawaii OCONUS facility(ies), open capacity, layout and available yard space for staging of inbound and outbound product and their capability to ship and receive simultaneously (including the number of doors available for shipping and receiving and any impediments to simultaneous use) will be evaluated.

**Evaluation Criteria – Section A – Factor II – Resource Availability (i.e., Cash Flow and Equipment)**

The Government will evaluate each offeror's resources (i.e. financial, quantity and type of trucks and material handling equipment, plans and personnel utilized for maintaining and servicing vehicles and equipment, available to successfully meet the requirements of the solicitation. Proposals with adequate existing resources will generally be rated more favorably than those without. Offerors that provide agreements that specifically identify the quantity and types of distribution equipment resources committed for use under the contract in the agreement may be rated higher than those without agreements or that rely on general statements of availability.

**Evaluation Criteria – Section A - Factor III– Implementation and Management Plans**

The Government will evaluate each offeror's implementation plan from contract award to fully operational capability ("FOC") and seamless implementation. The offeror's identification of key personnel involved in the daily management of the contract, by position, and their relevant individual experience, will be examined in order to determine the anticipated success of the firm in providing service to its customers. Offerors with all or some key personnel with Prime Vendor and/or commercial food experience, are knowledgeable in the food distribution industry, and/or that are knowledgeable in regard to the geographical areas being supported may be evaluated higher. The relative location of key personnel that manage the day to day operations will be evaluated to determine performance risk. Plans that exceed solicitation requirements (e.g., 120 day implementation with a seamless transition, and less dependent upon Government action) may be rated more favorably. Product movement procedures, warehouse management systems, inventory rotation methods, quality assurance positions, open date of pack labeling procedures, shelf life procedures, and warehouse management system access for Government

personnel will be assessed. Warehouse management systems that exceed 98% fill rate and 300% surge may be rated more favorably.

### **Evaluation Criteria – Section B – Past Performance**

The Government will evaluate the offeror's record of Past Performance through its written proposal, Government in-house records (if applicable), and the information provided by the points of contact or references designated by the offeror. Government in-house records will be considered more reliable than information provided by other references. Government in-house records include, but are not limited to, Past Performance Information Retrieval System (PPIRS), Contractor Performance Assessment Reporting System (CPARS), information received through the Subsistence Total Order and Receipt Electronic System (STORES), and Customer Surveys. The most relevant past performance, and that which will receive the most credit, is the information directly related to the offeror.

Note: The Government may contact the offeror's listed references to confirm the provided information and survey the performance of the offeror. The Government may also obtain and use past performance information from sources other than those identified by the offeror. These would be publicly available, non-confidential sources.

There are three aspects to the past performance evaluation. The first is recency which evaluates whether each offeror's past performance is current. The second is relevancy, which evaluates whether each offeror's past performance is relevant to the performance requirements of the contract identified in the solicitation. The third aspect is quality of products or services for which a separate quality assessment rating will not be assigned, as it will be based on the offeror's overall record of recency, relevancy, and quality of performance.

Recency is generally expressed as a time period during which past performance references are considered relevant, and is critical to establishing the relevancy of past performance information. Contract performance will be considered recent if any portion of the contract was performed after the date that is 18 months prior to the solicitation closing date.

In establishing what is relevant for past performance, consideration shall be given to those aspects of an offeror's contract history, which provide the most confidence that the offeror will satisfy the current procurement. Those aspects of relevancy include performing as a full line food distributor, dollar value, number of line items/SKUs in inventory, and number of customers supported on a routine schedule. Contracts that demonstrate most of the relevancy aspects, as described above, may be rated more favorably.

The estimated requirements of the solicited contract are as follows:

	<b>Hawaii Land and Ship Customers</b>
Annual Dollar Value	\$26 million
Estimated line items/SKUs	1,339
Number of Customers Supported on a Routine Schedule	57

**Price Evaluation Process** – The Government will evaluate limited pricing data with the initial proposals and during discussions, in accordance with FAR 15.4, “Contract Pricing.” Government will evaluate the offeror’s pricing on the market basket items. Included in this process is the evaluation of tier pricing periods. The two following price proposal/pricing factors will be used.

### **COMPONENT I. Aggregate Distribution Price**

#### **Component I - Aggregate Distribution Price**

The Aggregate Distribution Price is calculated by multiplying each distribution price by its respective estimated quantity for each tiered pricing period and totaling the results. This calculation is performed for all items in the selected Market Basket and for Distribution Categories 13-23 which do not have associated item Delivered prices.

#### **Component II - Weighted Aggregate Delivered Price**

The Weighted Aggregate Delivered Pricing is calculated by multiplying each delivered price for all items in the selected Market Basket by its respective estimated quantity for each tiered pricing period and totaling the results, and then multiplying the resulting number by 0.30 (or 30%), for evaluation purposes only. The total is then multiplied by five (5), to represent the total length of the contract.

### **Total Evaluated Price**

The Aggregate Distribution and Weighted Aggregate Delivered Prices will be added to obtain a Total Evaluated Price. This evaluated price will be used to determine the overall cost to the Government, and will be used for evaluation purposes only. Even though aggregate prices will be used as the evaluation components for the Price Proposals, individual delivered prices will be evaluated and individual outliers may be identified and reviewed to determine if offered prices are reasonable. The information requested on the Attachment “Market Basket”, tab “Market Basket” and tabs “Distribution Price Categories”, will be evaluated using price analysis techniques. Offerors are required to submit a quote for every item included within the Market Basket. After award, quotes for all required items will be reviewed for authenticity, accuracy, and price reasonableness prior to inclusion of the item in the catalog. To ensure an objective price evaluation, the pricing of all offerors is to be based on the exact item in our schedule of items. When offerors qualify the salient characteristics of an item or items in the schedule and or when the government detects (through a relative pricing review and or a review of supporting invoices or quotes) that the pricing proposed is on an item which differs from the schedule of items description then the government reserves the right to employ remedies such as:

- a. Where an insignificant number of items differ from the schedule of item descriptions, those items will be eliminated from the evaluation of all offerors;
- b. Single serve items with small quantity differences may be evaluated without adjustment, as any additional quantity provides no additional value; and
- c. Larger, generally case size items, with quantity differences may be evaluated on a per pound or similar basis.

- d. If a significant number of items differ from the schedule of item descriptions then the offeror may be eliminated from the competitive range or may be ineligible for award.

**Competitive Range Determination.**

The Government intends to award without discussions. If, however, a determination is made to conduct discussions, after initial evaluations are completed, the contracting officer will make a competitive range determination. The Government reserves the right to reduce the competitive range. Offerors in the competitive range will be included in discussions. Offerors not in the competitive range will not participate in discussions and will no longer be considered for award. Offerors excluded from the competitive range will be notified in writing. At that time, pursuant to FAR 15.505 (a) an offeror may request a pre-award or post-award debriefing. If a pre-award debriefing is held only limited information will be releasable. Offerors debriefed after the competitive range determination are not entitled to more than one debriefing for each proposal.

<b>52.212-3 - Offeror Representations and Certifications -- Commercial Items (NOV 2021)</b>
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The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

"Covered telecommunications equipment or services" has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

*Economically disadvantaged women-owned small business (EDWOSB) concern* means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

*Forced or indentured child labor* means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

*Highest-level owner* means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.



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*Immediate owner* means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

*Inverted domestic corporation*, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395](#)(b), applied in accordance with the rules and definitions of [6 U.S.C. 395](#)(c).

*Manufactured end product* means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

*Place of manufacture* means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

*Predecessor* means an entity that is replaced by a successor and includes any predecessors of the predecessor.

*Reasonable inquiry* has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

*Restricted business operations* means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those

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terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

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

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

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

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

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

(6) Have been voluntarily suspended. “Sensitive technology”—

*Sensitive technology—*

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

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

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

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

*Service-disabled veteran-owned small business concern—*

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by 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 service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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(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).

*Small business concern*—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

*Small disadvantaged business concern*, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

*Subsidiary* means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

*Successor* means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

*Veteran-owned small business concern* means a small business concern—

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(1) Not less than 51 percent 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 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

*Women-owned business concern* means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women

*Women-owned small business concern* means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

*Women-owned small business (WOSB) concern eligible under the WOSB Program* (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications*. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs \_\_\_\_\_.

*[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

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(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that-

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that-

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

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(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it ☐ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: \_\_\_\_\_

(10) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that-

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(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions*  
(31 <http://uscode.house.gov/> U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American-Supplies, is included in this solicitation.)

(1)

(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.		Country of Origin



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[List as necessary]		

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(g)

(1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i)

(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani,  
Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.		Country of Origin
[List as necessary]		

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(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.		Country of Origin
[List as necessary]		

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.		Country of Origin
[List as necessary]		

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(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.		Country of Origin
[List as necessary]		

(4) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.		Country of Origin

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[List as necessary]		

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.		Country of Origin
[List as necessary]		

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

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(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at [9.104-5\(a\)\(2\)](#) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]*

(1) *Listed end products.*

Line Item No.		Country of Origin
[List as necessary]		

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether

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the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and



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(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ( [26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041, 6041A, and 6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ( [31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other \_\_\_\_\_.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) *Representation.* The Offeror represents that—

- (i) It ☐ is, ☐ is not an inverted domestic corporation; and
- (ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

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(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

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

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR [25.703-2](#)(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3](#)(g) or a comparable agency provision); and

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

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_.

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Immediate owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

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

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

(2) The Offeror represents that—

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

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

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(r) *Predecessor of Offeror*. (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name:\_\_\_\_\_.

(Do not use a "doing business as" name).

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals*. Applies in all solicitations that require offerors to register in SAM ( [12.301](#)(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:\_\_\_\_\_.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

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

(2) The Offeror represents that—

(i) It ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

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**Subsistence Total Ordering and Receipt Electronic System  
(STORES)**

**EDI Implementation**

***EDI Implementation Guidelines for Subsistence Prime Vendor (STORES)***  
***Updated November, 2013***

**SECTION 1.0 GENERAL INFORMATION .....**

- 1.1 DLA TROOP SUPPORT EDI CONTACTS.....
- 1.2 EDI TESTING PROCESS .....
- 1.3 EDI TRANSACTION SETS.....
- 1.4 NETWORKS.....

**SECTION 2.0 PRODUCTION PROCEDURES .....**

- 2.1 TRANSMISSION SCHEDULES.....
- 2.2 PROBLEM RECOVERY.....

**SECTION 3.0 EDI Guidelines.....**

- 3.1 (832) CATALOG REQUIREMENTS.....
- 3.2 (850) PURCHASE ORDER REQUIREMENTS.....
- 3.3 (810) INVOICE REQUIREMENTS.....

**Section 1.0                      General Information**

***1.1      DLA Troop Support EDI Test Contacts***

Contact For	POC
EDI 832 (Catalog) Testing	Bob Thistle – <a href="mailto:robert.thistle@dla.mil">robert.thistle@dla.mil</a> (215) 737-7558  Bill Saccone – <a href="mailto:william.saccone@dla.mil">william.saccone@dla.mil</a> (215) 737-0748  Lou Milano – <a href="mailto:louis.milano@dla.mil">louis.milano@dla.mil</a> (215) 737-7315

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<b>EDI 850 (Purchase Order) Testing</b>	Lou Milano – <a href="mailto:louis.milano@dla.mil">louis.milano@dla.mil</a> (215) 737-7315  Bill Saccone – <a href="mailto:william.saccone@dla.mil">william.saccone@dla.mil</a> (215) 737-0748
<b>EDI 810 (Invoice) Testing</b>	Karen Conroy-Hegarty – <a href="mailto:karen.hegarty@dla.mil">karen.hegarty@dla.mil</a> (215) 737-7550
<b>DLA Transaction Services</b>	<a href="mailto:Edi@dla.mil">Edi@dla.mil</a> (937) 656-3333

### ***1.2 Electronic Data Interchange (EDI) – Testing Process***

DLA Troop Support points of contact for testing are listed at the beginning of this document. Vendors should contact these POCs several weeks prior to their contract go-live date to ensure there is sufficient time for testing. Each of the EDI transactions (832, 850, 810) must be tested successfully before the contract can move to production. Vendors should be prepared to work with the DLA Troop Support POCs for each transaction and provide notification about the success and failure of each transmission.

DLA Troop Support - Subsistence currently uses EDI communications to transmit catalogs (832s), purchase orders (850s) and receipts (810s) between STORES (Subsistence Total Order and Receipt System) and Vendor systems.

A typical EDI test process begins with an 832 (catalog) file being sent from a vendor to STORES. In this catalog file, vendors will provide stock item numbers, item descriptions, item prices and other item data included in the guidelines below. These stock items will be available for ordering by customers when the contract goes from testing to production. Once the 832 file is received, DLA Troop Support personnel will review the file to ensure all required fields are included and meet the proper requirements. If edits are necessary, DLA will contact the vendor to discuss changes that need to be made to the file.

Catalog files are transmitted to STORES through an electronic mailbox at DLA Transaction Services. Some vendors choose to use a Third Party VAN (VAN) to manage their catalogs. VANs are companies that specialize in the creation, maintenance and transmission of EDI files. When a VAN is used, vendors will provide stock item updates to the VAN, and that company will edit the catalog and transmit the file through DLA Transaction Services to STORES.

When vendors "go-live" and begin supplying items to customers, catalog updates are normally sent on a weekly basis for those items that have changed since the previous catalog submission.

Once catalogs have been approved, the next step in the test process is for a DLA Troop Support person to create and send an order (850) using the stock items from the received catalog. Vendors will then notify DLA that the order was successfully received and will create and send back an invoice (810) file. When DLA confirms that the 810 file was successfully received and processed, EDI Testing is deemed complete.

In production, orders are generated by customers either by manually keying the order directly into STORES or by uploading an order to STORES from one of the service systems. These orders are then translated into an 850 (purchase order) EDI file by STORES and sent through DLA Transaction Services to a vendor's electronic mailbox. Vendors should keep in mind that there are times when a customer could place more than one order in the same day.

Once a vendor receives an order from a customer, the order is filled and the requested stock items are 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. 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, customers will verify shipment quantities and make any necessary adjustments to the receipt in STORES. Customers then send the receipt in STORES which generates an electronic validation of the receipt in the DLA Troop Support Financial System. 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 832-Catalog, 850-Purchase Order and 810-Invoice file transmissions.

### **1.4     *Networks***

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           Production Procedures**

### **2.1     *Transmission Schedules***

Vendors should provide 832 catalog updates to DLA Troop Support before 12:00 Noon (EST) on Fridays each week so stock item changes may be reviewed prior to the update of all the weekly catalogs. Catalog updates sent after Noon on Friday will be reflected in the following weeks catalog update and may result in additional catalog pricing errors and erroneous payments. As mentioned earlier, outbound 850 purchase orders can be generated anytime during the day seven days a week. Therefore, vendors should be

prepared to retrieve order data throughout the day.

## **2.2 Problem Recovery During Production**

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 longer than one day, DLA Troop Support customers will contact the vendor regarding the option to fax or email a copy of 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.

The STORES Help Desk or DLA Troop Support Subsistence Contract Specialist and/or Account Manager should be contacted promptly with operational concerns related to purchase order and catalog transactions.

## **Section 3.0 EDI Guidelines**

**This EDI Guideline is to be used for new EDI partners of DLA Troop Support for the STORES System**

For testing and production, the following information is to be used:

### **3.1 832 Catalog (Vendor to DLA Troop Support)**

The 832 Catalog uses the standard EDI transaction set for the 832 Price/Sales Catalog. Please note: Elements coded with an "M" are mandatory and are required on all catalog submissions. Elements coded with a "C" are conditional and are required if certain conditions are met (see annotation at the bottom for each specific condition). Elements coded with an "O" are optional and are not required fields.

#### **NOTE:**

DLA is in the process of migrating current EDI X12 Maps from their current version to an upgraded 4010 version. The details of this migration are not yet defined, but will be provided when available. All EDI capable vendors will be required to migrate to the new 4010 EDI X12 map version once it is made available.

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ISA Qualifier        **ZZ**  
 ISA Id                **S39017**  
 GS Id                **S39017**  
 VAN                  **DLA Transaction Services**  
 EDI Version        **3040**

Points of contact for 832 EDI Testing are:

Bob Thistle, [robert.thistle@dla.mil](mailto:robert.thistle@dla.mil), 215-737-7558  
 Bill Saccone, [william.saccone@dla.mil](mailto:william.saccone@dla.mil), 215-737-0748  
 Lou Milano, [louis.milano@dla.mil](mailto:louis.milano@dla.mil), 215-737-7315

Guidelines for 832 – Catalog

<i><b>Segment</b></i>	<i><b>Element</b></i>	<i><b>Definition and Value</b></i>	<i><b>Size</b></i>	<i><b>M/C/O</b></i>
<b>ST Transaction</b>	<b>ST01</b>	Transaction Set Identifier Code  <b>Definition:</b> A Transaction Set Identifier Code that classifies the EDI file as an 832 catalog  <b>Value:</b> ["832"]	3 ID	M
<b>Set Header</b>	<b>ST02</b>	Transaction Set Control Number  <b>Definition:</b> The Transaction Set Control Number.  <b>Value:</b> [Transaction Set Control Number]	4-9 AN	M

<i><b>Segment</b></i>	<i><b>Element</b></i>	<i><b>Definition and Value</b></i>	<i><b>Size</b></i>	<i><b>M/C/O</b></i>
<b>BCT Beginning Element for Price/Sales Catalog</b>	<b>BCT01</b>	Price Catalog Identifier Code  <b>Definition:</b> Indicates the beginning of the Price Catalog transaction set  <b>Value:</b> ["PC"]	2 ID	M

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<b>BCT Beginning Element for Price/Sales Catalog</b>	<b>BCT02</b>	Contract Number  <b>Definition:</b> Specifies catalog number information  <b>Value:</b> [Contract Number]	13 AN	M
<b>DTM Date/Time</b>	<b>DTM01</b>	Effective Date of Change  <b>Definition:</b> The code identifying the date and time of the catalog change  <b>Value:</b> ["152"]	3 ID	M
<b>DTM Date/Time</b>	<b>DTM02</b>	Update-date (YYMMDD)  <b>Definition:</b> The effective date of the catalog change  <b>Value:</b> [YYMMDD]	Date	M
<b>DTM Date/Time</b>	<b>DTM03</b>	Update-time (HHMMSS)  <b>Definition:</b> The effective time of the catalog change  <b>Value:</b> [HHMMSS]	Time	M
<b>LIN Item</b>	<b>LIN01</b>	Line number  <b>Definition:</b> Sequential Line numbers for the items on the catalog.  <b>Value:</b> [Line Number]	1-11 N	M
<b>LIN Item</b>	<b>LIN02</b>	Stock Number Identifier Code  <b>Definition:</b> Code identifying the type of descriptive number used in LIN03. The code 'SW' indicates that LIN03 will hold the DLA Troop Support Stock Number for the item on the catalog.  <b>Value:</b> ["SW"]	2 ID	M



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<i><b>Segment</b></i>	<i><b>Element</b></i>	<i><b>Definition and Value</b></i>	<i><b>Size</b></i>	<i><b>M/C/O</b></i>
<b>LIN Item</b>	<b>LIN03</b>	<p>Stock number</p> <p><b>Definition:</b> Identifying Code DLA Troop Support uses to identify an item on a catalog.</p> <p><b>Value:</b> [Stock Number]</p>	13 AN	M
<b>LIN Item</b>	<b>LIN04</b>	<p>Vendor Part Identifier Code</p> <p><b>Definition:</b> Code identifying the type of descriptive number used in LIN05. The code 'VP' indicates that LIN05 will hold the Vendor's Part Number for the item on the catalog.</p> <p><b>Value:</b> ["VP"]</p>	2 ID	M
<b>LIN Item</b>	<b>LIN05</b>	<p>Part Number</p> <p><b>Definition:</b> Identifying Code of the vendor's product on the catalog</p> <p><b>Value:</b> [Part Number]</p>	25 AN	M
<b>LIN Item</b>	<b>LIN06</b>	<p>Mutually Defined Identifier Code</p> <p><b>Definition:</b> This is a constant 'ZZ' which indicates that the value in LIN07 is a mutually agreed upon code between the Vendor and DLA.</p> <p><b>Value:</b> ["ZZ"]</p>	2 ID	M
<b>LIN Item</b>	<b>LIN07</b>	<p>update indicator</p> <p><b>Definition:</b> The update indicator for an item on the catalog. 'C' for a Change or Add, or 'D' for Delete</p> <p><b>Value:</b> ['C' or 'D']</p>	1 AN	M

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<b>LIN Item</b>	<b>LIN08</b>	<p>Mutually Defined Identifier Code</p> <p><b>Definition:</b> This is a constant 'ZZ' which indicates that the value in the LIN09 is a mutually agreed upon code between the Vendor and DLA.</p> <p><b>Value:</b> ["ZZ"]</p>	2 ID	M
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<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
<b>LIN Item</b>	<b>LIN09</b>	<p>Economic Indicator</p> <p><b>Definition:</b> The Economic Indicator for the vendor providing the catalog stock items</p> <p><b>Value:</b> [One of the below codes – 00 to 08]</p> <p>Economic Indicator options:            00 = Large business            01 = SB (Small business)            02 = SDB (Small disadvantaged business)            03 = WOSB (Women owned small business)            04 = VOSB (Veteran owned small business)            05 = SDVOSB (Service-disabled veteran owned small business)            06 = HZSB (Hub-Zone small business)            07 = Native Indian small business            08 = Native Hawaiian small business</p>	2 AN	M
<b>LIN Item</b>	<b>LIN10</b>	<p>GTIN Identifier Code</p> <p><b>Definition :</b> This is a constant 'US' value used to indicate Uniform Stock Symbol Code Number and that the next element will hold the Global Trade Item Number (GTIN)</p> <p><b>Value:</b> ["US"]</p>	2 ID	M

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<b>LIN Item</b>	<b>LIN11</b>	Global Trade Item Number (GTIN)  Definition: This is the Global Trade Item Number (GTIN) for the item on the catalog  Value: [Global Trade Item Number (GTIN)]	1/40 AN	M
<b>REF Reference Numbers</b>	<b>REF01</b>	Mutually Defined Identifier Code  <b>Definition:</b> This is a constant 'ZZ' which indicates that the value in the REF02 is a mutually agreed upon code between the Vendor and DLA.  <b>Value:</b> ["ZZ"]	2 ID	M
	<b>REF02</b>	Special Order Identifier Code	2 AN	M

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
		<b>Definition:</b> 'SO' is always entered in this element. 'SO' standing for 'Special Order Item'. If the item is a special order one, additional information is entered in REF03.  <b>Value:</b> ["SO"]		
	<b>REF03</b>	Special Ordering Instructions  <b>Definition:</b> If the item is a Special Order one, the Special Ordering Instructions are entered in this element. If the item is not a Special Order one, then no value is entered.  <b>Value:</b> [Special Ordering Instructions or Null]	80 AN	O

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	<b>REF01</b>	<p>Mutually Defined Identifier Code</p> <p><b>Definition:</b> This is a constant 'ZZ' which indicates that the value in the REF02 is a mutually agreed upon code between the Vendor and DLA.</p> <p><b>Value:</b> ["ZZ"]</p>	2 ID	M
	<b>REF02</b>	<p>Foreign Source Identifier Code</p> <p><b>Definition:</b> This is a constant 'FS' which indicates a 'Foreign Source (Non-US) Item'. If the item is from a foreign source, additional information is entered in REF03.</p> <p><b>Value:</b> [FS]</p>	2 AN	M
	<b>REF03</b>	<p>Foreign Source Indicator</p> <p><b>Definition:</b> This element designates either 'Y'=Yes the item is from a foreign source or 'N'=No, the item is not from a foreign source.</p> <p><b>Value:</b> ['Y' or 'N']</p>	1 AN	M
	<b>REF01</b>	<p>Mutually Defined Identifier Code</p> <p><b>Definition:</b> This is a constant 'ZZ' which indicates that the value in the REF02 is a mutually agreed upon code between the</p>	2 ID	M

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
		<p>and DLA.</p> <p><b>Value:</b> ["ZZ"]</p>		

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	<b>REF02</b>	<p>Manufacturer SKU Identifier Code</p> <p><b>Definition:</b> This is a constant 'SK' which indicates Manufacturer SKU code. If the item has an SKU code assigned, additional information is entered in REF03</p> <p><b>Value:</b> ["SK"]</p>	2 AN	M
	<b>REF03</b>	<p>Manufacturer SKU</p> <p><b>Definition:</b> If the item has an SKU assigned, the identifying code is entered. If the item does not have an SKU Code, then no value is entered.</p> <p><b>Value:</b> [Vendor SKU or Null]</p>	20 AN	M
	<b>REF01</b>	<p>Mutually Defined Identifier Code</p> <p><b>Definition:</b> This is a constant 'ZZ' which indicates that the value in REF02 is a mutually defined code between the Vendor and DLA.</p> <p><b>Value:</b> ["ZZ"]</p>	2 ID	M
	<b>REF02</b>	<p>DLA Troop Support Unique Identifier Code</p> <p><b>Definition:</b> 'DU' is always entered in this element. 'DU' standing for a 'DLA Troop Support Unique Item'. If the item is a DLA Troop Support Unique Item, additional information is entered in REF03.</p>	2 AN	M
	<b>REF03</b>	<p>DLA Troop Support Unique Indicator</p> <p><b>Definition:</b> This element designates either 'Y'=Yes the item is DLA Troop Support Unique or 'N'=No the item is not DLA Troop Support Unique</p> <p><b>Value:</b> [Either 'Y' or 'N']</p>	1 AN	M
<b>CTB Restrictions/ Conditions</b>	<b>CTB01</b>	<p>Ordering Restrictions Identifier Code</p> <p><b>Definition:</b> This element specifies the</p>	2 ID	M

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<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
		conditions/restrictions (such as shipping. ordering)  <b>Value:</b> ["OR"]		
	<b>CTB02</b>	Not Used	1/80 AN	O
	<b>CTB03</b>	Minimum Order Quantity Identifier Code  <b>Definition:</b> This is a constant '57' which indicates that the value in the CTB04 is the minimum quantity for ordering this item.  <b>Value:</b> ["57"]	2 ID	O
	<b>CTB04</b>	Minimum Order Quantity  <b>Definition:</b> This element identifies the minimum quantity of the item that needs to be ordered; otherwise the vendor will not fill the order.  <b>Value:</b> [Quantity]	8 INT	O
<b>PID Product/Item Description</b>	<b>PID01</b>	Free Form Identifier Code  <b>Definition:</b> This element identifies the 'PID' line as 'F' Free-form line where the vendor can enter item information.  <b>Value:</b> ["F"]	1 ID	M
	<b>PID02</b>	General Description Identifier Code  <b>Definition:</b> This code of 'GEN' (General Description) indicates that PID05 will provide a general description of the line item.	3 ID	M

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	<b>PID03</b>	Mutually Defined Identifier Code  <b>Definition:</b> This is a constant 'ZZ' which indicates that the value in PID07 is the Producer Price Index Categories  <b>Value:</b> ["ZZ"]	2 ID	C <sup>3</sup>
	<b>PID04</b>	Not Used		
	<b>PID05</b>	DLA Troop Support Item Description  <b>Definition:</b> The vendor will enter a general	80 AN	M

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
		description of the line item in this element.  <b>Value:</b> [DLA Troop Support Item Description]		
	<b>PID06</b>	Not Used		
	<b>PID07</b>	Producer Price Index Categories  <b>Definition:</b> Producer Price Index as defined by the bureau of labor statistics  <b>Value</b> [Producer Price Index Categories]	1/15 AN	C <sup>3</sup>
	<b>PID08</b>	DLA Troop Support Standards Acceptance Indicator  <b>Definition:</b> This element designates either 'Y'=Yes, the vendor accepts that their provided item does not deviate in any way from the DLA Standardized Item Description, or 'N'=No, the vendor does not provide this guarantee.  <b>Value:</b> ["Y" or "N"]	1 ID	M



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<b>MEA Measurements</b>	<b>MEA01</b>	Waste Identifier Code  <b>Definition:</b> The code identifying the Tare Weight Value. For this element “WA” for Waste. (Meaning the following MEA02, MEA03 and MEA04 elements will describe a measure of waste associated with the line item)	2 ID	C <sup>1</sup>
	<b>MEA02</b>	Tare Weight Identifier Code  <b>Definition:</b> The code identifying a specific product or process characteristic to which a measurement applies. In this case the value is “T” for Tare Weight. Tare Weight is the total weight of all packaging for an item.  Value: [“T”]	1 ID	C <sup>1</sup>
	<b>MEA03</b>	Tare Weight Value  <b>Definition:</b> The code identifying the Tare Weight Value  <b>Value:</b> [Tare Weight Value]	9,2 Decimal	C <sup>1</sup>

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
	<b>MEA04</b>	Tare Weight Unit of Measure  <b>Definition:</b> The Tare Weight Unit of Measure  <b>Value:</b> [Tare Weight Unit of Measure]	2 ID	C <sup>1</sup>

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	<b>MEA01</b>	Waste Identifier Code  <b>Definition:</b> The code identifying the broad category to which a measurement applies. In this case the value is “WA” for Waste. (Meaning the following MEA02, MEA03 and MEA04 elements will describe a measure of waste associated with the line item)  <b>Value:</b> [“WA”]	2 ID	C <sup>1</sup>
	<b>MEA02</b>	Aluminum Identifier Code  <b>Definition:</b> The code identifying the broad category to which a measurement applies. If the packaging is Aluminum a value of “ZAL” is entered. (Total weight of aluminum packaging for item)  <b>Value:</b> [“ZAL”]	3 ID	C <sup>1</sup>
	<b>MEA03</b>	Aluminum Weight Value  <b>Definition:</b> The Aluminum Weight Value  <b>Value:</b> [Aluminum Weight Value]	9,2 Decimal	C <sup>1</sup>
	<b>MEA04</b>	Aluminum Weight Unit of Measure  <b>Definition:</b> The Aluminum Weight Unit of Measure  <b>Value:</b> [Aluminum Weight Unit of Measure]	2 ID	C <sup>1</sup>
	<b>MEA01</b>	Waste Identifier Code  <b>Definition:</b> The code identifying the broad category to which a measurement applies. In this case the value is “WA” for Waste. (Meaning the following MEA02, MEA03 and MEA04 elements will	2 ID	C <sup>1</sup>

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
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		waste associated with the line item)  <b>Value:</b> ["WA"]		
	<b>MEA02</b>	Tin Identifier Code  <b>Definition:</b> The code identifying the broad category to which a measurement applies. If the packaging is Tin, a value of "ZSN" is entered. (Total weight of tin packaging for item)  <b>Value:</b> ["ZSN"]	3 ID	C <sup>1</sup>
	<b>MEA03</b>	Tin Weight Value  <b>Definition:</b> The Tin Weight Value  <b>Value:</b> [Tin Weight Value]	9,2 Decimal	C <sup>1</sup>
	<b>MEA04</b>	Tin Weight Unit of Measure  <b>Definition:</b> The Tin Weight Unit of Measure  <b>Value:</b> [Tin Weight Unit of Measure]	2 ID	C <sup>1</sup>
	<b>MEA01</b>	Waste Identifier Code  <b>Definition:</b> The code identifying the broad category to which a measurement applies. In this case the value is "WA" for Waste. (Meaning the following MEA02, MEA03 and MEA04 elements will describe a measure of waste associated with the line item)  <b>Value:</b> ["WA"]	2 ID	C <sup>1</sup>

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	<b>MEA02</b>	<p>Paper Identifier Code</p> <p><b>Definition:</b> The code identifying the broad category to which a measurement applies. If the packaging is paper or cardboard, a value of “ZFL” is entered. (Total weight of paper and cardboard packaging for item)</p> <p><b>Value:</b> [“ZFL”]</p>	3 ID	C <sup>1</sup>
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<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
	<b>MEA03</b>	<p>Paper Weight Value</p> <p><b>Definition:</b> The Paper Weight Value</p> <p><b>Value:</b> [Paper Weight Value]</p>	9,2 Decimal	C <sup>1</sup>
	<b>MEA04</b>	<p>Paper Weight Unit of Measure</p> <p><b>Definition:</b> The Paper Weight Unit of Measure</p> <p><b>Value:</b> [Paper Weight Unit of Measure]</p>	2 ID	C <sup>1</sup>
	<b>MEA01</b>	<p>Waste Identifier Code</p> <p><b>Definition:</b> The code identifying the broad category to which a measurement applies. In this case the value is “WA” for Waste. (Meaning the following MEA02, MEA03 and MEA04 elements will describe a measure of waste associated with the line item)</p>	2 ID	C <sup>1</sup>

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	<b>MEA02</b>	Plastic Identifier Code  <b>Definition:</b> The code identifying the broad category to which a measurement applies. If the packaging is Plastic, a value of “VIN” is entered. (Total weight of plastic packaging for item)  <b>Value:</b> [“VIN”]	3 ID	C <sup>1</sup>
	<b>MEA03</b>	Plastic Weight Value  <b>Definition:</b> The Plastic Weight Value  <b>Value:</b> [Plastic Weight Value]	9,2 Decimal	C <sup>1</sup>
	<b>MEA04</b>	Plastic Weight Unit of Measure  <b>Definition:</b> The Plastic Weight Unit of Measure  <b>Value:</b> [Plastic Weight Unit of Measure]	2 ID	C <sup>1</sup>

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
	<b>MEA01</b>	Waste Identifier Code  <b>Definition:</b> The code identifying the broad category to which a measurement applies. In this case the value is “WA” for Waste. (Meaning the following MEA02, MEA03 and MEA04 elements will describe a measure of waste associated with the line item)	2 ID	C <sup>1</sup>
	<b>MEA02</b>	Glass Identifier Code  <b>Definition:</b> The code identifying the broad category to which a measurement applies. If the packaging is Glass, a value of “ZZZ” is entered. (Total weight of glass packaging for item)  <b>Value:</b> [“ZZZ”]	3 ID	C <sup>1</sup>

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	<b>MEA03</b>	Glass Weight Value  <b>Definition:</b> The Glass Weight Value  <b>Value:</b> [Glass Weight Value]	9,2 Decimal	C <sup>1</sup>
	<b>MEA04</b>	Glass Weight Unit of Measure  <b>Definition:</b> The Glass Weight Unit of Measure  <b>Value:</b> [Glass Weight Unit of Measure]	2 ID	C <sup>1</sup>
<b>P04 Item Physical Detail</b>	<b>PO401</b>	Units-per-purchase-pack  <b>Definition:</b> The number of inner pack units per outer pack unit  <b>Value:</b> [Units per purchase pack] <b>Element Example:</b> [24] <del><b>Catalog Item Example:</b> 24 -12 OZ CN</del>	4 UI	M
	<b>PO402</b>	Package-size  <b>Definition:</b> The size of supplier units in a pack  <b>Value:</b> [Package Size] <b>Example:</b> [12] <del><b>Catalog Item Example:</b> 24 -12 OZ CN</del>	8 Explicit Decimal 2 “12345.78”	M
	<b>PO403</b>	Package-unit-of-measure	2 AN	M

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
		<b>Definition:</b> The Unit of Measure  <b>Value:</b> [Package Unit of Measure] <b>Example:</b> [OZ] – Ounce		

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	<b>PO404</b>	Packaging-code  <b>Definition:</b> The code identifying the type of packaging. (Note: must be “AVG” if item is catch weight)  <b>Value:</b> [Packaging Code] <b>Example:</b> [CAN] – Can <b>Catalog Item Example:</b> 24 -12 OZ	5 AN	M
	<b>PO405</b>	Not Used		
	<b>PO406</b>	Gross Weight/Pack  <b>Definition:</b> The numeric value of gross weight per pack  <b>Value:</b> [Gross Weight/Pack]	9,2 Decimal	M
	<b>PO407</b>	Gross Weight Unit  <b>Definition:</b> The Gross Weight Unit  <b>Value:</b> [Gross Weight Unit]	2 ID	M
	<b>PO408</b>	Gross Volume  <b>Definition:</b> The numeric value of gross volume per pack  <b>Value:</b> [Gross Volume]	9,2 Decimal	M
	<b>PO409</b>	Gross Volume Unit  <b>Definition:</b> The Gross Volume Unit in which a value is being expressed  <b>Value:</b> [Gross Volume Unit]	2 ID	M
<b>ITD Terms of Sale</b>	<b>ITD01</b>	Prompt Payment Act Identifier Code  <b>Definition:</b> The code identifying the type of payment terms. The value of 16 designates	2 ID	M

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<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
		the item is part of the Prompt Payment Act  <b>Value:</b> ["16"]		
	<b>ITD02</b>	Not Used		
	<b>ITD03</b>	Not Used		
	<b>ITD04</b>	Not Used		
	<b>ITD05</b>	Not Used		
	<b>ITD06</b>	Not Used		
	<b>ITD07</b>	Not Used		
	<b>ITD08</b>	Not Used		
	<b>ITD09</b>	Not Used		
	<b>ITD10</b>	Not Used		
	<b>ITD11</b>	Not Used		
	<b>ITD12</b>	Brand Name  <b>Definition:</b> A description field that allows for entry of an items Brand Name  <b>Value:</b> [Brand Name]	1-80 AN	M
<b>LDT Lead Time</b>	<b>LDT01</b>	Shelf Life Identifier Code  <b>Definition:</b> This code identifies the LDT line as dealing with Lead Time/Shelf Life for a stock item. It is a mutually defined Lead Time Code, where AU = Shelf Life  <b>Value:</b> ["AU"]	2 ID	O
	<b>LDT02</b>	Shelf Life  <b>Definition:</b> A numeric value designating the Shelf Life ( <b>the number of months or days</b> ) of the product.  <b>Value:</b> [Shelf Life]	3 Integer	O



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	<b>LDT03</b>	Shelf life Unit  <b>Definition:</b> The unit of shelf life time – either months or days  <b>Value:</b> [Either “MO” – Month or “DY”- Day]	2 ID	O
<b>LDT Lead Time</b>	<b>LDT01</b>	Lead Time Identifier Code	2 ID	O

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
		<b>Definition:</b> A lead time code of “AF” indicates lead time from purchase order (PO) date to required delivery date (RDD)  <b>Value:</b> [“AF”]		
	<b>LDT02</b>	Required Lead Time in Days  <b>Definition:</b> The numeric quantity of the Required Lead Time Quantity in Days  <b>Value:</b> [Required lead time in days]	3 Integer	O
	<b>LDT03</b>	Calendar days  <b>Definition:</b> A code of ‘DA’ indicates the time period is in “Calendar Days”  <b>Value:</b> [“DA”]	2 ID	O
<b>DTM Date/Time Reference</b>	<b>DTM01</b>	Voucher Date Identifier Code.  <b>Definition:</b> This code of ‘518’ indicates the Voucher Date of a manufacturing product purchased by the Prime Vendor  <b>Value:</b> [“518”]	3 ID	C <sup>4</sup>

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	<b>DTM02</b>	MPA Purchase Date  <b>Definition:</b> This field allows entry of the MPA Purchase Date (required for OCONUS MPA items)  <b>Value:</b> [YYMMDD]	Date	C <sup>4</sup>
<b>SAC Service, Promotion, Allowance or Charge Information</b>	<b>SAC01</b>	Allowance Identifier Code  <b>Definition:</b> This element is an allowance indicator  <b>Value:</b> ["A"]	1 ID	C <sup>2</sup>
	<b>SAC02</b>	NAPA Allowance Identifier Code  <b>Definition:</b> This allowance code of "C260" indicates a 'Discount – Incentive (NAPA)  <b>Value:</b> ["C260"]	4 ID	C <sup>2</sup>

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
	<b>SAC05</b>	NAPA Allowance  <b>Definition:</b> The monetary amount of the NAPA Allowance. Must be prorated in accordance with the Unit of Measure of the Delivered Price of the item. <b>Value:</b> [Napa Allowance \$]	10,2 Decimal Explicit	C <sup>2</sup>
	<b>SAC01</b>	Allowance Identifier Code  <b>Definition:</b> This element is an allowance indicator  <b>Value:</b> ["A"]	1 ID	C <sup>2</sup>

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	<b>SAC02</b>	Food Show Allowance Identifier Code  <b>Definition:</b> This allowance code of “C300” indicates a ‘Discount – Special (Food Show)’  <b>Value:</b> [“C300”]	4 ID	C <sup>L</sup>
	<b>SAC05</b>	Food Show Allowance  <b>Definition:</b> The monetary amount of the Food Show Allowance  <b>Value:</b> [Food Show Allowance \$]	10,2 Decimal Explicit	C <sup>L</sup>
	<b>SAC01</b>	Allowance Identifier Code  <b>Definition:</b> This element is an allowance indicator  <b>Value:</b> [“A”]	1 ID	C <sup>L</sup>
	<b>SAC02</b>	Promotional Allowance Identifier Code  <b>Definition:</b> This allowance code of “C310” indicates a ‘Discount – Promotional’  <b>Value:</b> [“C310”]	4 ID	C <sup>L</sup>
	<b>SAC05</b>	Promotional Allowance  <b>Definition:</b> The monetary amount of the Discount – Promotional Allowance	10,2 Decimal Explicit	C <sup>L</sup>

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
		<b>Value:</b> [Promotional Allowance]		
	<b>SAC01</b>	Charge Identifier Code  <b>Definition:</b> This element is a charge indicator  <b>Value:</b> [“C”]	1 ID	M

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	<b>SAC02</b>	<p>Distribution Price Identifier Code</p> <p><b>Definition:</b> This charge code of “C330” indicates a ‘Distribution Price’</p> <p><b>Definition (Fixed Unit Price):</b> This charge code of “C330” indicates a ‘Distribution Price’ (storage and/or handling fee)</p> <p><b>Value:</b> [“C330”]</p>	4 ID	M
	<b>SAC03</b>	<p>Mutually Defined Identifier Code</p> <p><b>Definition:</b> The mutually agreed upon Agency Qualifier Code (between the Vendor and DLA)</p>	2 ID	M
	<b>SAC04</b>	<p>Distribution Price Category Code</p> <p><b>Definition:</b> The Agency maintained Distribution Price Category Code identifying the charge.</p> <p><b>Definition (Fixed Unit Price):</b> The Agency maintained Distribution Price (storage and/or handling fee) Category Code identifying the charge. For Fixed Unit Price (FUP) type contracts, where the item represents a Food Service Operating Supplies (FSOS) or a Producer Price Index (PPI) item, the value submitted should be “NA”</p> <p><b>Value:</b> IDistribution Price Category Code</p>	4 AN	M
	<b>SAC05</b>	<p>Distribution Price for Unit of Measure</p> <p><b>Definition:</b> The monetary amount of the Distribution Price. If no Distribution Price is applicable, the value submitted should be 0.00.</p>	10,2 Decimal Explicit	M

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
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<p><b>Definition (Fixed Unit Price):</b> The monetary amount of the Distribution Price (storage and/or handling fee). If no Distribution Price is applicable, the value submitted should be 0.00.</p> <p><b>Value:</b> [Distribution Price for Unit of Measure]</p>				
<b>CTP Pricing Information</b>	<b>CTP01</b>	Not used	2 ID	O
	<b>CTP02</b>	Standard Price Identifier Code  <b>Definition:</b> The standard price identifier code  <b>Value:</b> [STA]	3 ID	M
	<b>CTP03</b>	Unit price  <b>Definition:</b> The unit price per unit of product. This price includes the distribution price per unit of measure, standard freight, and includes a reduction for all applicable allowances  <b>Definition (Fixed Unit Price):</b> The unit price per unit of product. This price contains all elements of price including the distribution price (storage and/or handling fee)  <b>Value:</b> [Unit Price]	10,2 Decimal Explicit	M
	<b>CTP04</b>	Catch weight multiple  <b>Definition:</b> The Catch Weight multiple number of units (in pounds (lbs.)) that must be ordered to purchase one case of product  <b>Value:</b> [Catch Weight Multiple Number of Units]	6 Integer (entered for catch weight items only) otherwise blank	C

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	<b>CTP05</b>  Unit-of-measure  <b>Definition:</b> The standard Unit-of-Measure. (Note: must be "LB" if item is catch weight) This is the unit that defines how the vendor sells the product, and represents the unit that the vendor price is based upon	2 AN	M
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Segment	Element	Definition and Value	Size	M/C/O
		<b>Value:</b> [Unit-of-Measure]		
	CTP06	Purchase Ratio Factor Identifier Code  <b>Definition:</b> The code identifying the Purchase Ratio Factor as ‘SEL’ – a selling multiplier  <b>Value:</b> [“SEL”]	3 ID	M
	CTP07	Ratio-numerator  <b>Definition:</b> The PRF is the ratio between the Unit of Issue (how DLA sells the item to the customer), and the Unit of Measure (how the vendor sells the product to the customer). It defines how many units of issue there are in one vendor unit of measure  <b>Value:</b> [Ratio-Numerator]	4 UI	M
	CTP08	Ratio-denominator  <b>Definition:</b> The PRF is the ratio between the Unit of Issue (how DLA sells the item to the customer), and the Unit of Measure (how the vendor sells the product to the customer). It defines how many units of issue there are in one vendor unit of measure.  <b>Value:</b> [Ratio-Denominator]	4 UI	M

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<b>CTP Pricing Information</b>	<b>CTP01</b>	Not Used		
	<b>CTP02</b>	Product Price (Pertains to OCONUS contracts) / Delivered Price (Pertains to CONUS contracts) Identifier Code  <b>Definition:</b> The price identifier code. Specifically the Manufacturer's unit price (Price excluding distribution price but includes standard freight and a reduction for all applicable allowances per unit of measure)  <b>Definition (Fixed Unit Price):</b> The	3 ID	M

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
		excluding distribution price (storage and/or handling fee) <b>Value:</b> ["PRO"]		
	<b>CTP03</b>	Product Price (Pertains to OCONUS contracts) / Delivered Price (Pertains to CONUS contracts)  <b>Definition (Product Price):</b> The Manufacturer unit price. This price excludes the distribution price but includes standard freight and a reduction for all applicable allowances per unit of measure  <b>Definition (Delivered Price):</b> The unit price excluding distribution price (storage and/or handling fee)  <b>Value:</b> [Product Price]	10 Explicit Decimal 2 R	M
<b>CTP Pricing Information</b>	<b>CTP01</b>	Not Used		

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	<b>CTP02</b>	<p>Additional Freight Charge Code</p> <p><b>Definition:</b> The Additional Freight Charge Code for the item being shipped/delivered. This code indicates that CTP03 is additional freight charge.</p> <p><b>Value:</b> ["PPD"]</p>	4 UI	C <sup>0</sup>
	<b>CTP03</b>	<p>Additional Freight Charge Price</p> <p><b>Definition:</b> Additional Freight Charge fee for item being shipped /delivered</p> <p><b>Value:</b> [Additional Freight Price]</p>	0 Explicit Decimal 2 R	C <sup>0</sup>
<b>SE Transaction Set</b>	<b>SE01</b>	<p>Number of included segments</p> <p><b>Definition:</b> The total number of elements included in a transaction set (including ST and SE elements)</p>	1-10 AN	M

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
		<p><b>Value:</b> [Number of included elements]</p>		
<b>Trailer</b>	<b>SE02</b>	<p>Transaction Set Control Number</p> <p><b>Definition:</b> The identifying control number that must be unique within the transaction set functional group for a transaction set. *Note: This is the final element in the 832 transaction set.</p> <p><b>Value:</b> [Transaction Set Control Number]</p>	4-9 AN	M



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C<sup>1</sup> = Conditional: Element is required if catalog is used for Navy standard core menu. C<sup>2</sup> = Conditional: Item is required if allowance applies for this item  
C<sup>3</sup> = Conditional: Element is required if item is a Catch-weight item.  
C<sup>4</sup> = Conditional : Element is mandatory for OCONUS contracts, while optional for others.  
C<sup>5</sup> = Conditional: Element is mandatory for CONUS Fixed Unit Price type contracts, while optional for others. C<sup>6</sup> = Conditional: Element is mandatory for CONUS Alaska contracts, while optional for others.

**832 Example File:**

ISA~00~ ~00~ ~ZZ~ABC ~ZZ~S39017 ~120312~1234~U~  
00200~000000593~0~P~^~  
GS~SC~ABC~S39017~120312~1234~587~X~00  
3040  
ST~832~100535  
BCT~PC~SPM30010DXX  
XX  
DTM~152~120312~1234  
LIN~1~SW~892501E19XXXX~VP~100068~ZZ~C~ZZ~00  
REF~ZZ~SO  
REF~ZZ~FS~N  
REF~ZZ~SK~0123  
2  
REF~ZZ~DU~N  
PID~F~GEN~~~CANDY, CHOC COV PEANUTS, PAN-COATED, ASST COLORS, 48/1.00 OZ  
PG~~~Y PO4~48~1.00~OZ~PG~~1.00~CS~10.00~CS  
ITD~16~~~~~~MARS  
LDT~AU~329~D  
Y  
LDT~AF~2~DA  
SAC~A~C260  
SAC~A~C300  
SAC~A~C310  
SAC~C~C330~ZZ~ 14~11.49  
CTP~~STA~243.66~~CS~SEL~1~1  
CTP~~PRO~100.00  
LIN~2~SW~891501E09XXXX~VP~100041~ZZ~C~ZZ~03  
REF~ZZ~SO  
REF~ZZ~FS~N  
REF~ZZ~SK~5318  
1  
REF~ZZ~DU~N  
PID~F~GEN~~~RAISINS, SDLS, NAT, US GRA, 144/1.5 OZ  
PG~~~Y PO4~144~1.00~OZ~PG~~10.00~CS~100.00~CS  
ITD~16~~~~~~REGENT

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LDT~AU~546~D  
Y  
LDT~AF~2~DA  
SAC~A~C260  
SAC~A~C300  
SAC~A~C310  
SAC~C~C330~ZZ~ 14~11.49  
CTP~~STA~10.00~~CS~SEL~1~1  
CTP~~PRO~10.00  
LIN~3~SW~892501E19XXXX~VP~181164~ZZ~C~ZZ~00  
REF~ZZ~SO  
REF~ZZ~FS~  
N  
REF~ZZ~SK~65CL  
GF REF~ZZ~DU~N  
PID~F~GEN~~~HONEY, WHITE, US GRADE A, 5 LB CO,  
6/CS~~~Y PO4~6~1.00~LB~CO~~10.00~CS~100.00~CS  
ITD~16~~~~~AMERICAN BOUNTY  
LDT~AU~728~D  
Y  
LDT~AF~2~DA  
SAC~A~C260  
SAC~A~C300  
SAC~A~C310  
SAC~C~C330~ZZ~ 22~12.63  
CTP~~STA~10.00~~CS~SEL~6~1  
CTP~~PRO~10.00  
CTT~3  
SE~54~100535  
GE~1~587  
IEA~1~000000593

### 3.2 850 Purchase Order Version 3040 (Customer to Vendor)

All food ordering sites will use the 850 Purchase Order. Once the order is complete, the user will send the 850 to the vendor. Orders may be sent any number of times during the day.

ISA Qualifier        **ZZ**  
ISA Id                **CHUCK1**  
GS Id                **CHUCK1**  
VAN                  **DLA Transaction Services**

If the vendor is using a third party VAN, the ISA ID will be DDTN.

Points of contact for 850 EDI Testing are:

Lou Milano, [louis.milano@dla.mil](mailto:louis.milano@dla.mil), 215-737-7315  
Bill Saccone, [william.saccone@dla.mil](mailto:william.saccone@dla.mil), 215-737-0748

#### Guidelines for 850 – Purchase Order

Segment	Element	Definition / Value	Size
ST Transaction Set Header	ST01	Transaction Set Identifier Code  <b>Definition:</b> Code uniquely identifying a transaction set.  <b>Value:</b> ["850"]	4/9 N
	ST02	Transaction Set Control Number  <b>Definition:</b> This is the Transaction Set Control Number and holds the value of the unique identifying control number within the transaction set.  <b>Value:</b> [Transaction Set Control Number]	
BEG Beginning Segment for Purchase Order	BEG01	Transaction Set Purpose Code  <b>Definition:</b> This is the Transaction Set Purpose Code and the '00' value indicates that this Purchase Order is the Original.  <b>Value:</b> ["00"]	2 AN

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	<b>BEG02</b>	Purchase Order Type Code  <b>Definition:</b> This is the Purchase Order Type Code and the value of 'NE' indicates that this is a new Order.  <b>Value:</b> ["NE"]	2 A
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Segment	Element	Definition / Value	Size
	<b>BEG03</b>	Purchase Order Number  <b>Definition:</b> This is the purchase order number for the current order.  <b>Value:</b> [ Purchase Order Number]	14 AN
	<b>BEG04</b>	Contract Order Number  <b>Definition:</b> This is the Release Number; it holds the contract-order-number which is an alpha-numeric value.  <b>Value:</b> [Contract Order Number]	4 AN
	<b>BEG05</b>	Contract Order Date  <b>Definition:</b> This is the Date the order was created.  <b>Value:</b> [Contract Order Date]	date
	<b>BEG06</b>	Contract Number  <b>Definition:</b> This is the contract number field and it holds the contract number for the contract that the customer will order from when placing orders.  <b>Value</b> [Contract Number]	13 AN

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<b>DTM Date/Time Reference</b>	<b>DTM01</b>	Delivery Requested  <b>Definition:</b> This is a constant value of '002' to indicate delivery requested.  <b>Value:</b> ["002"]	3 AN
	<b>DTM02</b>	Required Delivery Date  <b>Definition:</b> This is the required delivery date for the items on the purchase order.  <b>Value:</b> [Required Delivery Date]	6 AN

Segment	Element	Definition / Value	Size
<b>N1 Name</b>	<b>N101</b>	Ship To  <b>Definition:</b> The constant value "ST" is required in this segment.  <b>Value:</b> ["ST"]	2 A
	<b>N102</b>	Not Used	
	<b>N103</b>	Department of Defense Activity Address Code (DODAAC)  <b>Definition:</b> The constant value "10" is required and indicates the next segment hold the DODAAC.  <b>Value:</b> ["10"]	2 AN
	<b>N104</b>	Ship To DODAAC  <b>Definition:</b> This is the DODAAC of the Ship To Address of the location to where the items will be shipped.  <b>Value:</b> [Ship To DODAAC]	6 AN

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<b>N2 Additional Name Information</b>	<b>N201</b>	Ship To Facility Name or Number  <b>Definition:</b> This is the facility name or number of the location to where the items will be shipped.  <b>Value:</b> [Ship To Facility Name or Number]	35 AN
	<b>N202</b>	Ship To Building Name Or Number  <b>Definition:</b> This is the building name or number of the location to where the items will be shipped.  <b>Value:</b> [Ship To Building Name Or Number]	35 AN
<b>N3 Address Information</b>	<b>N301</b>	Ship To Address-1  <b>Definition:</b> This is the first line address of	35 AN

Segment	Element	Definition / Value	Size
		the ship to location to where the items will be shipped.  <b>Value:</b> [Ship To Address-1]	
	<b>N302</b>	Ship To Address-2  <b>Definition:</b> This is the second line address of the ship to location to where the items will be shipped.	35 AN
<b>N4 Geographic Location</b>	<b>N401</b>	Ship To City  <b>Definition:</b> This is the City of the ship to location for the items that will be shipped.  <b>Value:</b> [Ship To City]	25 AN

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	<b>N402</b>	Ship To State  <b>Definition:</b> This is the State of the ship to location for the items that will be shipped.  <b>Value:</b> [Ship To State]	2 AN
	<b>N403</b>	Ship To Zip  <b>Definition:</b> This is the Zip Code of the ship to location for the items that will be shipped.  <b>Value:</b> [Ship To Zip]	9 UI
<b>PO1 Baseline Item</b>	<b>PO101</b>	Line Item Number  <b>Definition:</b> This is the line item number for the item on the order. This is a sequential number for each new order.  <b>Value:</b> [Line Item Number]	4 UI
	<b>PO102</b>	Quantity  <b>Definition:</b> This is the quantity ordered for the item.	5 UI

Segment	Element	Definition / Value	Size
		<b>Value:</b> [Quantity]	
	<b>PO103</b>	Unit of Measure  <b>Definition:</b> The standard Unit of Measure  <b>Value:</b> [Unit of Measure]	2 AN

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	<b>PO104</b>	Vendor Selling Price  <b>Definition:</b> This is the vendor's selling price for the item  <b>Value:</b> [Vendor Selling Price]	10 explicit decimal 2 "1234567.90"
	<b>PO105</b>	Not Used	
	<b>PO106</b>	Vendor Part Number  <b>Definition:</b> This is a constant value of "VP". This value indicates that the next segment will hold the vendor's part number.  <b>Value:</b> ["VP"]	2 AN
	<b>PO107</b>	Vendor Part Number  <b>Definition:</b> This is the vendor's part number for the item being ordered.  <b>Value:</b> [Vendor Part Number]	25 AN
	<b>PO108</b>	Stock-Number  <b>Definition:</b> This is a constant value of "SW". This value indicates that the next segment will contain the DLA stock number.  <b>Value:</b> ["SW"]	15 AN
	<b>PO109</b>	Stock Number  <b>Definition:</b> This is the DLA stock number for the item being ordered.	15 AN

Segment	Element	Definition / Value	Size
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		<b>Value:</b> [Stock Number]	
	<b>PO110</b>	<p>Mutually Defined</p> <p><b>Definition:</b> This is a constant value of 'ZZ' and it means that the next element is mutually defined element between DLA Troop Support and the STORES EDI vendor.</p>	
	<b>PO111</b>	<p>FIC</p> <p><b>Definition:</b> This is the Food Identification Code (FIC). The FIC is used by Navy ordering sites only. It is the identification code used to identify an item on the catalog or order.</p> <p><b>Value:</b> [FIC]</p>	3 AN
<b>PID Production/Item Description</b>	<b>PID01</b>	<p>Free Form</p> <p><b>Definition:</b> The code indicating the format of the DLA Troop Support Item Description.</p> <p><b>Value:</b> ["F"]</p>	
	<b>PID02</b>	Not Used	
	<b>PID03</b>	Not Used	
	<b>PID04</b>	Not Used	
	<b>PID05</b>	<p>DLA Troop Support Item Description</p> <p><b>Definition:</b> This is the DLA Troop Support item description of the item that is on the order. The description is taken from the DLA Troop Support catalog.</p> <p><b>Value:</b> [DLA Troop Support Item Description]</p>	80 AN

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<b>CTT Transaction Totals</b>	<b>CTT01</b>	Line Item Number  <b>Definition:</b> This is the total number of line items in the purchase order.	4 UI
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Segment	Element	Definition / Value	Size
		<b>Value:</b> [Line Item Number]	
	<b>CTT02</b>	Total Purchase Order Dollar  <b>Definition:</b> This is the total dollar value for the purchase order.  <b>Value:</b> [Total Purchase Order Dollar]	12 Explicit Decimal 2
<b>SE Segment Elements</b>	<b>SE01</b>	Number Of Included Segments  <b>Definition:</b> This is the number of ST segments in the transaction  <b>Value:</b> [Number Of Included Segments]	1/10 N
	<b>SE02</b>	Transaction Set Control Number  <b>Definition:</b> This is the Transaction Set Control Number and holds the value of the unique identifying control number within the transaction set. It should match the Transaction Set Control Number used in the ST02 element.  <b>Value:</b> [Transaction Set Control Number]	4/9 AN

**850 Example File:**

```

ISA*00*      *00*      *ZZ* CHUCK1    *ZZ*STORES
          *120214*2103*U*00200*000001161*0*P*<~
GS*PO*CHUCK1*STORES*120214*2103*1161*X*003040
ST*850*000000001
BEG*00*NE*
CHUCK120455695*025N*120214*SPM30011DXXXX

```

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DTM\*002\*120221  
N1\*ST\*SAM CAFE\*10\* CHUCK1  
N2\*SAM CAFE\*BLDG# 335  
N3\*SAM CAFE\*A1C  
REEDY  
N4\*Philadelphia\*PA\*19111  
PO1\*0086\*88\*LB\*1.97\*\*VP\*11111\*SW\*891501E213585\*ZZ\*V03  
PID\*F\*\*\*\*\*APPLES, EATING, RED, SWT, FRESH, BU  
PO1\*0087\*88\*LB\*2.06\*\*VP\*2222\*SW\*891501E213586\*ZZ  
\*V04  
PID\*F\*\*\*\*\*APPLES, EATING, YELLOW, FRESH, BULK  
PO1\*0088\*81\*LB\*.8\*\*VP\*33333\*SW\*891501E213590\*ZZ\*V11  
PID\*F\*\*\*\*\*BANANAS, FRESH, BULK, BUY IN 1  
LB I  
PO1\*0089\*108\*LB\*.83\*\*VP\*44444\*SW\*891501E21  
1702  
PID\*F\*\*\*\*\*BANANAS, FRESH, NMT, 4L, BULK, BUY  
PO1\*0090\*4\*CS\*20.94\*\*VP\*55555\*SW\*891001E299881\*ZZ\*U47  
PID\*F\*\*\*\*\*CHEESE, COTTAGE, CHL, ESL,  
SMALL CU  
PO1\*0091\*11\*LB\*3.25\*\*VP\*66666\*SW\*891501E2  
13599\*ZZ\*V42  
PID\*F\*\*\*\*\*CUCUMBERS, BULK, FRESH,  
US NO. 1 GR  
PO1\*0092\*36\*LB\*2.28\*\*VP\*77777\*SW\*8  
91501E213252  
PID\*F\*\*\*\*\*GRAPES,FRESH,RED,GLOBE,BULK,  
US NO.  
PO1\*0093\*54\*LB\*.99\*\*VP\*88888\*SW\*891501E2  
13604\*ZZ\*V61  
PID\*F\*\*\*\*\*HONEYDEW MELONS, FRESH, BULK, US NO  
PO1\*0094\*28\*LB\*3.33\*\*VP\*99999\*SW\*891501E213605\*ZZ\*V66  
PID\*F\*\*\*\*\*KIWIFRUIT, FRESH, BULK, US GR NO. 1  
PO1\*0095\*72\*LB\*2.37\*\*VP\*12222\*SW\*891501E213607\*ZZ\*V69  
PID\*F\*\*\*\*\*LETTUCE, ICEBERG, FRESH, BULK,  
US N  
PO1\*0096\*11\*LB\*2.95\*\*VP\*21222\*SW\*891501E2  
13614\*ZZ\*V87  
PID\*F\*\*\*\*\*ONIONS, GREEN, FRESH, US  
NO. 1 GR,  
PO1\*0097\*88\*LB\*.67\*\*VP\*323333\*SW\*8  
91501E310466  
PID\*F\*\*\*\*\*ONIONS, YELLOW, LG, DRY, BUY IN 1  
L  
PO1\*0098\*22\*LB\*3.94\*\*VP\*434444\*SW\*891501E2  
13620\*ZZ\*W02  
PID\*F\*\*\*\*\*PEPPERS, BELL, SWT, FRESH, US NO 1  
PO1\*0099\*66\*LB\*1.07\*\*VP\*545555\*SW\*891501E213622\*ZZ\*W07

PID\*F\*\*\*\*PINEAPPLE, FRESH, BULK,  
US NO. 1 GR  
PO1\*0100\*66\*LB\*.85\*\*VP\*656666\*SW\*8  
91501E211782  
PID\*F\*\*\*\*POTATOES, FRESH, MAYQUEEN 2L, US#1  
PO1\*0101\*44\*LB\*.82\*\*VP\*177777\*SW\*891501E213626\*ZZ\*W15  
PID\*F\*\*\*\*POTATOES, WHITE, FRESH,  
FOR BAKING,  
PO1\*0102\*72\*LB\*3.08\*\*VP\*3288888\*SW\*  
891501E211785  
PID\*F\*\*\*\*TOMATOES, FRESH, LARGE, US#1  
OR LOC  
PO1\*0103\*18\*CS\*6.6\*\*VP\*888655\*SW\*891001E3  
91626\*ZZ\*U95  
PID\*F\*\*\*\*YOGURT, REG, VARIETY, CHL, ESL,  
FRU  
PO1\*0104\*34\*LB\*1.14\*\*VP\*655555\*SW\*891501E2  
13601\*ZZ\*V54  
PID\*F\*\*\*\*GRAPEFRUIT, FRESH, US NO. 1 GRADE,  
PO1\*0105\*190\*LB\*1.21\*\*VP\*867567676\*SW\*891501E213615\*ZZ\*V89  
PID\*F\*\*\*\*ORANGES, FRESH, ANY VARIETY  
EXCEPT  
PO1\*0106\*44\*LB\*1.37\*\*VP\*32323111\*SW\*891501E2  
13633\*ZZ\*W39  
PID\*F\*\*\*\*TANGERINES, FRESH, BULK, US NO. 1 G  
CTT\*21\*2038.4  
SE\*51\*000000001  
GE\*1\*1161  
IEA\*1\*000001161

### 3.3 810 INVOICE - VERSION 3040/3050

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.

Certain data segments will require data transmitted as it appears on the Purchase Order. .

Points of contact for 810 Invoice Testing are:

Karen Conroy-Hegarty, karen.hegarty@dla.mil, 215-737-7550

**Guidelines for 810 – Invoices**

<i><b>Segment</b></i>	<i><b>Element</b></i>	<i><b>Definition and Value</b></i>	<i><b>Size</b></i>	<i><b>M/C/O</b></i>
Transaction Set Header (ST)	ST01	Transaction Set Identifier Code  <b>Definition:</b> Code uniquely identifying a transaction set.  <b>Value:</b> [810]	3/3 ID	M
	ST02	Transaction Set Control Number  <b>Definition:</b> Identifying control number that must be unique within the Transaction set functional group assigned by the originator for a transaction set  <b>Value:</b> [Transaction Set Control Number ]	4-9 AN	M
Beginning Segment for Invoice (BIG)	BIG01	Invoice Date  <b>Definition:</b> The invoice date  <b>3050 Value:</b> [YYMMDD] <b>3050 Example:</b> [101312]	6 - Date	M
	BIG02	Invoice Number  <b>Definition:</b> Identifying number assigned by issuer  <b>Value:</b> [Invoice Number]	1-22 AN	M
	BIG03	Not Used		

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
	BIG04	Contract Number  <b>Definition:</b> The contract number of the invoice  <b>Value:</b> [Contract Number]	13/13 AN	M
	BIG05	Call Number / Release Number  <b>Definition:</b> The call or release number  <b>Value:</b> [Call or Release Number]	4/4 AN	M
	BIG06	Not Used		
	BIG07	Transaction Type Code  <b>Definition:</b> This element will always be 'DI' standing for 'Debit Invoice'  <b>Value:</b> ["DI"]	2/2 ID	O
	BIG08	Transaction Set Purpose Code  <b>Definition:</b> The mutually agreed upon transaction set purpose code.  <b>Value:</b> ["ZZ"]	2/2 ID	O
N1 Loop ID (N1)	N101	Entity Identifier Code  <b>Definition:</b> The Entity Identifier Code  <b>Value:</b> ["ST"]	2/2 ID	M

	N102	Customer Name  <b>Definition:</b> The Customer Name  <b>Value:</b> [Customer Name]	1/35 AN	M
	N103	Identification Code Qualifier  <b>Definition:</b> This Identification Code will always be '10', designating it as a Dept of Defense Activity Address Code (DODAAC)  <b>Value:</b> ["10"]	1/2 AN	M

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
	N104	Ship To DODAAC  <b>Definition:</b> The Ship-To DODAAC for the invoice.  <b>Value:</b> [Ship To DODAAC]	6/6 AN	M
Reference Numbers (REF)	REF01	Reference I.D. Qualifier  <b>Definition:</b> This Reference Number Qualifier will always be 'RQ', the code for Purchase Requisition Number  <b>Value:</b> ["RQ"]	2/2 ID	M
	REF02	Purchase Order Number  <b>Definition:</b> The Purchase Order Number (or Reference ID)  <b>Value:</b> [PO Number]	14/14 AN	M

Date/Time Reference (DTM)	DTM01	Date/Time Qualifier  <b>Definition:</b> This element displays a Date Qualifier of '011'  <b>Value:</b> ["011"]	3/3 ID	M
	DTM02	Date  <b>Definition:</b> This element displays the Date the invoice was sent  <b>3050 Value:</b> [YYMMDD]	6/8 DT	M
Baseline Item Invoice Data (IT1)	IT101	Contract Line Item Number (CLIN)  <b>Definition:</b> a Four position Alpha-numeric characters assigned for differentiation within a transaction set  <b>Value:</b> [alpha-numeric characters]	1/11 AN	M

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
	IT102	Quantity Invoiced  <b>Definition:</b> The quantity of supplier units invoiced  <b>Value:</b> [Numeric quantity]	1/10 R	M



	IT103	Unit or Basic Measurement  <b>Definition:</b> The unit of measurement  <b>Value:</b> [Unit of measurement]	2/2 ID	M
	IT104	Price-extended CLIN  <b>Definition:</b> Price-extended for CLIN, quantity invoiced * price.  <b>Value:</b> [Price per unit]	1/14 R	M
	IT105	Not Used		
	IT106	Product/Service I.D. Qualifier  <b>Definition:</b> This Product ID Qualifier will always be 'FS', designating a National Stock Number  <b>Value:</b> ["FS"]	2/2 ID	M
	IT107	Product/Service I.D. NSN  <b>Definition:</b> The Product ID/NSN (National Stock Number)  <b>Value:</b> [National Stock Number]	13/13 AN	M
	IT108	Product/Service I.D. Qualifier  <b>Definition:</b> The mutually agreed upon transaction set product qualifier code.	2/2 ID	C
	IT109	Product/Service I.D.  <b>Definition:</b> The identifying code for a Prime Vendor  <b>Value:</b> ["PV"]	2/2 AN	C

<i>Segment</i>	<i>Element</i>	<i>Definition and Value</i>	<i>Size</i>	<i>M/C/O</i>
	IT110	Vendor Number  <b>Definition:</b> The code specifying the next element will display the Vendor's Item Number  <b>Value:</b> ["VN"]	2/2 ID	O
	IT111	Vendor Item Number  <b>Definition:</b> The Vendor's Item Number identifying the item on the invoice  <b>Value:</b> [Vendor Item Number]	1/30 AN	C
Total Monetary Value Summary (TDS)	TDS01	Amount of Total Invoice  <b>Definition:</b> The total invoice amount  <b>Value:</b> [Invoice Amount]	1/10 N2	M
Transaction Totals (CTT)		Number of line items invoiced  <b>Definition:</b> The total number of line items invoiced  <b>Value:</b> [Number of line items invoiced]	1/6 No	M
SE Segment Elements	SE01	Number of included segments  <b>Definition:</b> Total number of segments in the 810  <b>Value:</b> [Number of included segments]	1/10 No	M

	SE02	Transaction Set Control Number  <b>Definition:</b> The unique identifying control number for the 810 transaction set	4/9 AN	M
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**810 Invoice Example**

ISA\*00\*        \*00\*        \*ZZ\*COMPANYABC    \*ZZ\*DTDN  
 \*20120301\*0900\*U\*00401\*000129756\*1\*P\*>  
 GS\*IN\*COMPANYABC\*HBJSUB\*20120301\*0900\*129756\*  
 X\*004010  
 ST\*810\*0001  
 BIG\*20120301\*281082\*\*SPM300010DXXXX\*642  
 T\*\*DI\*ZZ N1\*ST\*HEYRATAN\*10\*WZZZZZ  
 REF\*RQ\*WYYYYYY20430641  
 DTM\*011\*120301  
 IT1\*1212\*0\*LB\*0\*\*FS\*891501E2XXXXXX\*ZZ\*PV\*VN\*7171  
 IT1\*1213\*0\*LB\*0\*\*FS\*891501E2XXXXXX\*ZZ\*PV\*VN\*7115  
 IT1\*1214\*18\*LB\*1.00\*\*FS\*891501E2XXXXXX\*ZZ\*PV\*VN\*7099  
 IT1\*1215\*20\*LB\*1.00\*\*FS\*891501E2XXXXXX\*ZZ\*PV\*VN\*7186  
 IT1\*1216\*0\*LB\*0\*\*FS\*891501E2XXXXXX\*ZZ\*PV\*VN\*7173  
 IT1\*1217\*0\*LB\*0\*\*FS\*891501E2XXXXXX\*ZZ\*PV\*VN\*7109  
 IT1\*1218\*0\*CS\*0\*\*FS\*891001E2XXXXXX\*ZZ\*PV\*VN\*1841  
 IT1\*1219\*0\*CS\*0\*\*FS\*891001E2XXXXXX\*ZZ\*PV\*VN\*1840  
 IT1\*1220\*0\*CS\*0\*\*FS\*891001E2XXXXXX\*ZZ\*PV\*VN\*18752  
 IT1\*1221\*40\*LB\*1.00\*\*FS\*891501E2XXXXXX\*ZZ\*PV\*VN\*7172  
 IT1\*1222\*40\*LB\*1.00\*\*FS\*891501E2XXXXXX\*ZZ\*PV\*VN\*7176  
 IT1\*1223\*0\*LB\*0\*\*FS\*891501E2XXXXXX\*ZZ\*PV\*VN\*7098

IT1\*1224\*30\*LB\*1.00\*\*FS\*891501E2XXXXXX\*ZZ\*PV\*VN\*7096  
IT1\*1225\*0\*LB\*0\*\*FS\*891501E2XXXXXX\*ZZ\*PV\*VN\*7112  
IT1\*1226\*0\*LB\*0\*\*FS\*891501E3XXXXXX\*ZZ\*PV\*VN\*7188  
IT1\*1227\*0\*LB\*0\*\*FS\*891501E3XXXXXX\*ZZ\*PV\*VN\*7185  
IT1\*1228\*0\*LB\*0\*\*FS\*891501E2XXXXXX\*ZZ\*PV\*VN\*7183  
IT1\*1229\*0\*LB\*0\*\*FS\*891501E2XXXXXX\*ZZ\*PV\*VN\*7107  
IT1\*1230\*33\*LB\*1.00\*\*FS\*891501E2XXXXXX\*ZZ\*PV\*VN\*7170  
IT1\*1231\*0\*LB\*0\*\*FS\*891501E2XXXXXX\*ZZ\*PV\*VN\*7102  
IT1\*1232\*0\*LB\*0\*\*FS\*891501E2XXXXXX\*ZZ\*PV\*VN\*7101  
IT1\*1233\*0\*CS\*0\*\*FS\*891001E3XXXXXX\*ZZ\*PV\*VN\*9371  
TDS\*15216  
CTT\*22  
SE\*30\*0001

**Subsistence 864 Inventory Reporting****Example of 864 Transaction and MSG Segment Layout**

Data delimited with the pipe (|) symbol.

ST\*864\*000000001

BMG\*00\*INVENTORY REPORT

DTM\*097\*20110330\*064640

N1\*FR\*COMPANY A\*33\*CAGEC

N1\*TO\*\*10\*SC0500

MIT\*001\*INVENTORY REPORT

MSG\*895001E098779|PV|123A|6|0|1|1|13.00|12.42|11.87|12.04|645|FT9455|1531413|080098099878

787|Y|343|R|156|TEST DESCRIPTION 890123456789012345|23.43|145|Y|A|CS|Y|61414187001121

MSG\*894001E591135|PV|234B|2|108|324|17|10.50|9.87|8.88|9.01|78|FT9455|1481169|09800399333

667|Y|265|X|129|TEST DESCRIPTION

890123456789012345|263.87|4351|N|A|CS|N|64264441772555

MSG\*894001E190210|PV|675C|151|50|0|22|12.75|12.34|11.99|12.10|193|FT9455|800078|009877668

844|N|110|X|98|TEST DESCRIPTION 890123456789012345|45.1|98325|N|I|CS|Y|621466552286

MSG\*891501E297578|PV|189D|3|0|0|3|9.15|8.88|8.05|8.55|67|FT9455|820100|090069996057585058

58|Y|65|R|33|TEST DESCRIPTION 890123456789012345|421.65|145|Y|A|CS|N|624472266451

SE\*11\*000000001

**864 MSG Segment Format:**

#	Column Name	Column Length	DEFINITION	VALID ENTRIES
1	NSN	13	National Stock Number	Government Stock Number
2	Item Category	3	Type Category Code	Either PV, GFM or LMR
3	Distribution Fee Category	4	Vendor Internal Category	Vendor Internal Reference Number NTE 4 positions
4	Stock-On-Hand	10	Quantity of Item On-Hand	Numeric NTE 10 positions, No Commas
5	In-Transit	10	Quantity In-Transit	Numeric NTE 10

				positions, No Commas
6	On-Order	10	Quantity On-Order	Numeric NTE 10 positions, No Commas
7	In-Demand	10	Quantity Demand	Numeric NTE 10 positions, No Commas
8	Item Unit Price	7	Item Unit Price	Numeric NTE 7 positions, No Commas
9	Product Price	7	Product Price of Item	Numeric NTE 7 positions, No Commas. Decimal explicit (must be sent)
10	Distributor Price	7	Distributor Unit Price of Item	Numeric NTE 7 positions, No Commas. Decimal explicit (must be sent)
11	Premium Distributor Price	7	Premium Distributor Unit Price of Item	Numeric NTE 7 positions, No Commas. Decimal explicit (must be sent)
12	Cases Filled	10	Number of Cases Filled this period	Numeric NTE 10 positions, No Commas
13	Inventory Location	6	Actual Location of Items (DODAAC)	Alpha/numeric data
14	Vendor Code	15	Vendor Internal Item Number	Alpha/numeric data NTE 15 positions
15	SKU Field	25	SKU Number	Alpha/numeric data NTE 25 positions

16	MLL	1	Master Load List Number	Alpha/numeric data NTE 1 position; Y or N
17	Stock on Hold	10	Quantity on Hold	Alpha/numeric data NTE 10 position
18	Hold Reason Code	1	Hold Reason	R = recalled; X = expired
19	In Transfer	10	Quantity in Transfer	Alpha/numeric data NTE 10 position
20	Item Description	35	Item Descriptive Data	Alpha/numeric data NTE 35 positions
21	Cube	5	Item cubic size	Numeric NTE 5 positions. No Commas. Decimal explicit (must be sent)
22	Gross Weight	5	Item weight	Numeric NTE 5 positions
23	Category	1	New Item Category	Y = yes; N = no
24	Item Status	1	Status of item	A = active; I = inactive
25	Unit of Measure	2	Item's Unit of Measurement Code	CS = cases (always reported in cases)
26	Mandatory Status	1	Item's Mandatory Status Code	Y = yes; N = no
27	Global Trade Item Number	14	Item's Global Trade Item Number	Numeric data NTE 14 positions

**Example Format of Output File**

**DTM02|N104|N102|MSG01|MSG02|MSG03|MSG04|MSG05|MSG06|MSG07|MSG08|MSG09|M  
SG10|MSG11|MSG12|MSG13|MSG14|MSG15|MSG16|MSG16|MSG17|**

**MSG18|MSG19|MSG20|MSG21|MSG22|MSG23|MSG24|MSG25|MSG26|MSG27**

**Translated Output would look similar to this:**

Output file data delimited with the pipe (|) symbol.

20110330|CAGEC|COMPANY A|895001E098779|PV|123A|6|0|1|1|13.00|12.42|11.87|12.04|645|  
FT9455|1531413|080098099878787|Y|343|R|156|TEST DESCRIPTION  
890123456789012345|23.43|145|Y|A|CS|Y|61414187001121

20110330|CAGEC|COMPANY A|894001E591135|PV|234B|2|108|324|17|10.50|9.87|8.88|9.01|78|  
FT9455|1481169|09800399333667|Y|265|X|129|TEST DESCRIPTION  
893456789012345|263.87|4351|N|A|CS|N|64264441772555

20110330|CAGEC|COMPANY  
A|894001E190210|PV|675C|151|50|0|22|12.75|12.34|11.99|12.10|193|FT9455|800078|009877668844|  
N|110|X|98|TEST DESCRIPTION 890123456789012345|45.1|98325|N|I|CS|Y|621466552286

20110330|CAGEC|COMPANY  
A|891501E297578|PV|189D|3|0|0|3|9.15|8.88|8.05|8.55|67|FT9455|820100|09006999605758505858|  
Y|65|R|33|TEST DESCRIPTION890123456789012345|421.65|145|Y|A|CS|N|624472266451

**Document Changes:**

Version	Date	Purpose
1.0	4/2011	Initial Document
2.0	7/7/2011	Addition of columns 15, 16, 17, 18, 19
2.1	7/8/2011	Addition of column 20
2.2	9/13/2011	Addition of columns 21, 22, 23, 24
2.3	11/2/2011	Clarification of column 18, Hold Reason Code
2.4	08/01/2012	Addition of columns 25, 26, 27