

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER		PAGE 1 OF 60					
2. CONTRACT NO. HDEC02-11-D-0006-P00001		3. AWARD/EFFECTIVE DATE 16-Feb-2011		4. ORDER NUMBER		5. SOLICITATION NUMBER HDEC02-10-R-0002		6. SOLICITATION ISSUE DATE 25-Jun-2010			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME LYNNE BELLE DENT		b. TELEPHONE NUMBER (No Collect Calls) (804) 734-8000 EXT 48907		8. OFFER DUE DATE/LOCAL TIME 04:00 PM 30 Jul 2010					
9. ISSUED BY DEFENSE COMMISSARY AGENCY RESALE CONTRACTING DIVISION - PSC 1300 E AVENUE FORT LEE VA 23801-1800  TEL: FAX:		CODE HDEC02		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 500 Emp. NAICS: 311611		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING		12. DISCOUNT TERMS			
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY  <b>SEE ITEM 9</b>		CODE					
17a. CONTRACTOR/OFFEROR KENOSHA BEEF INTERNATIONAL LTD BILL CURRAN 3111 152ND AVE KENOSHA WI 53144-7630  TEL. 262-859-2272 EXT 315		CODE 1R256		18a. PAYMENT WILL BE MADE BY DEF FINANCE & ACCOUNTING SVC "EFT: T" DFAS-CVDAAA/CO P O BOX 369016 COLUMBUS OH 43236-9016		CODE HQ0131					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM									
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		<b>SEE SCHEDULE</b>									
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$15,846,527.30 EST</b>					
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED						<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						29. AWARD OF CONTRACT: REFERENCE <small>Final Revision Kenosha Beef</small> <input checked="" type="checkbox"/> OFFER DATED <u>17-Dec-2010</u> YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE					
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  <i>Sheila A Norfus</i>				31c. DATE SIGNED 17-Feb-2011			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED			31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) SHEILA NORFUS / CONTRACTING OFFICER TEL: 804-734-8000 ext 48889 EMAIL: sheila.norfus@deca.mil					

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>				

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE		
	42b. RECEIVED AT ( <i>Location</i> )		
	42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ADDENDUM TO FAR 52.212-4

**ADDENDUM TO FAR 52.212-4  
CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS**

1. **SCOPE:** This contract provides specific beef products: Fresh Chilled: 97+% Extra Lean Coarse Ground, Diced-Stew Beef, Tray Ready-Cube Steak, and Frozen: 75% & 93% Lean Beef Patties to various commissary stores located in the East Region of the Defense Commissary Agency (DeCA). The specific stores/groups to be serviced under this contract are specified in the Schedule of Supplies, **Attachment E. This contract will be the primary source of supply for these specific beef products for the commissaries in DeCA's East Region.** DeCA's intent is to offer its patrons products that are consistent with those in the commercial marketplace. An estimated annual quantity per item is provided in the Schedule of Supplies. Product must conform to the Technical Data Sheet (TDS) for DeCA's Beef Products dated April 2010, attachment F. This TDS version will remain in effect until superseded by a later version. Any further revisions to the TDS will automatically be incorporated into this contract. The Contract Administrator will provide notification to the contractor of any revision to the TDS and it will be available for downloading from DeCA's website at [www.commissaries.com](http://www.commissaries.com).

2. **PERIOD OF PERFORMANCE:** The base period of performance will **March 20, 2011 through March 23, 2013**. In addition, there will be three, 12-month option periods available that may be exercised at the sole discretion of the Government, subject to the terms and conditions of this contract.

3. **FRESH, CHILL GROUND BEEF PRODUCT TESTING:** The 97%+ extra lean coarse ground beef product is unique. The fat content for this product cannot exceed 3%. As such, to ensure compliance with the specifications, routine third-party testing for fat content will be required. Subject to the approval of the Contracting Officer, the Government will accept the results of a USDA certified or certified equivalent third party laboratory used by the contractor. The testing will be conducted when notified to do so by DeCA at no additional cost to the Government and the costs should be included in the price of the product. The number of tests required may vary but should include an estimate of 1 test during the pre-award phase, semi-annually during the base period (4 tests estimated) after contract award, and semi-annually during each option exercised (6 tests estimated). The Government reserves the right to increase the number of testings required if the test results indicate a fat content exceeding 3%. Additionally, the Government may require its own random laboratory results if deemed warranted by the Contracting Officer. The following sampling plan will implemented:

**POST AWARD:** Upon contract award, the contractor will be subject to requests, preferably semi-annually at a time determined by DeCA to request a specified size sample of 97%+ product is tested for fat content by an approved third party laboratory. Upon receipt of the request, the contractor is expected to promptly and properly prepare the specified sample and send to a third party laboratory with instructions to send the results directly to DeCA's Quality Assurance Specialist at the address provided in the request by the designated time at no cost to the Government. The contractor may request a copy of the test results for their records at their discretion. Copies of the laboratory results sent by the contractor will not be accepted. If the laboratory results are 3% or less, the contractor can expect another request for sample within the year. However, if the laboratory results exceed 3%, the following procedure will be implemented:

(i) **Increased Product Testing:** The 97%+ product will be tested quarterly at no additional cost to the Government. When requested, the contractor is expected to promptly and properly prepare the specified sample and send to a third party laboratory with instructions to send the results directly to DeCA's Quality Assurance Specialist at the address provided in the request by the designated time at no cost to the Government. The contractor may request a copy of the test results for their records at their discretion. Copies of the laboratory results sent by the contractor will not be accepted. The test results must be within tolerance (3% or less) each time. If the product tests within tolerance three consecutive times, the contractor will be returned to the semi-

annual requirement for testing annually. Contractor's test results that fail to meet these criteria will move to weekly Heightened Product Testing.

(ii) **Heightened Product Testing:** If the product test results exceed 3% one out of three times quarterly, the 97%+ product will be tested weekly at no additional cost to the Government. The test results must be within tolerance (3% or less) each time. If the test results are within tolerance, weekly testing will continue until a pattern is established that the product can be consistently produced. The Contracting Officer will return the contractor to quarterly testing of the 97%+ product. Three quarterly consecutive test results within tolerance will return the contractor to semi-annual testing per year. However, two consecutive weekly test results that fail to be within tolerance (3% or less), will result in contract termination.

(c) **INDEPENDENT PRODUCT TESTING BY DECA:** At any time during the period of performance throughout the life of this contract, the Contracting Officer may request that a specified size sample is properly prepared and sent to a third party laboratory designated by DeCA at the Government's expense. The test results will be sent directly to DeCA. DeCA will provide the contractor a copy of the test results if requested. These test results will be not used to determine if a contractor's product needs to be changed from/to semi-annually or quarterly. However, the test results may be used if the contractor is required to test his product weekly.

#### 4. **PRICING:**

(a) **WEB PRICING:** Pricing for each line item in this contract shall be priced utilizing DeCA's Web Pricing System at [www.deca-ec.com](http://www.deca-ec.com) and must be in accordance with DeCA Web Pricing Procedures. Prices shall be formulated as stated in DeCA Clause 52.216-4504 (Base Price and Special Factor (Meat Items)). Price changes shall be entered into the Web Pricing System no later than 6:00 p.m. EDT/EST on each Tuesday to be effective the following Sunday through Saturday. The contractor shall correct pricing errors made prior to the deadline noted above. The Contracting Officer must be notified immediately if a pricing error is detected after the deadline for submission of pricing. The contractor shall provide the contracting office with a weekly price list showing the prices entered into the Web Pricing System. At a minimum, the price list must show the contractor's name, contract number, current date, week that prices will be in effect when product is delivered, stores affected, UPC, product description, U-factor, base price, special factor, and delivered price. The price list should be sent Attention: Meat Contract Administrator – Public Folders by facsimile to (804) 734-8009, pp 78088/78090 (pp = enter pause key symbol twice), or by email to [psec.commodities@deca.mil](mailto:psec.commodities@deca.mil).

The Contracting Officer will randomly monitor web pricing. Errors in Web pricing will be documented and filed as part of the contractor's past performance history. Frequent Web pricing errors or fraudulent pricing errors, may lead to further measures as prescribed by the contract terms and conditions that may result in termination of the contract or affect future contract awards.

(b) **FUEL PRICE ADJUSTMENTS:** Price adjustments for significant, sustained fuel costs increases may be considered for any resulting contract(s). Any approved increased price adjustments may be subsequently revisited at a period of time determined appropriate by the Contracting Officer to review the trend of fuel costs to determine if any decreases are warranted. There will be no consideration for fuel price adjustments during the base period of 24 months. Fuel price adjustments may be considered in the three, one-year option periods.

5. **AUTHORIZED ORDERING OFFICERS:** The responsibility for issuance and administration of call orders placed against contracts resulting from this solicitation follows:

(a) **Designation of Ordering Officers:** In accordance with DeCA Acquisition Regulation Supplement (DeCAARS) 1.690, the Chief of the Resale Contracting Division or the contracting officer may designate certain job positions/titles as ordering officers. The persons who occupy the positions that follow are appointed as ordering officers and are responsible to and under the technical supervision of the contracting officer who signed this contract:

Store Director, Store Administrator, Store Manager, Department Managers, and Supply Clerk/Technician. Ordering officer designations shall become effective on the date of commencement of contract performance and shall remain effective, unless sooner revoked, until expiration of this contract.

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

(c) Issuance, Administration, and Termination of Call Orders: Call orders may be placed orally, electronically, or in writing prior to the scheduled delivery day and will be administered by the person who placed the order. Orders issued against this contract will be administered by the person/position that placed the order. Contractors are cautioned to accept call orders against this contract only from the contracting officer; procurement personnel assigned to the contracting officer; or authorized ordering officers. Accepting and filling orders from persons other than those designated herein may result in loss or delay in payment for products delivered under such order.

#### 6. ORDERING INFORMATION:

(a) **VARIATION IN ORDER QUANTITY**: Variations in the ordered quantities are not acceptable unless they meet the criteria in FAR 52.211-16.

(b) **ORDER/DELIVERY LEAD TIME**: The preferred order lead time for order placement for product to CONUS locations is 7 days prior to delivery.

#### 7. DELIVERY REQUIREMENTS:

(a) The contractor shall provide on-time deliveries of various beef products in accordance with the Delivery Schedule accepted at the time of contract award(s). The contractor will ensure consistent delivery service is provided to each location during holidays and weekends, as required by the delivery schedule (see subparagraph (e) below regarding holiday deliveries). The contractor shall deliver on the required delivery days and times as specified in the delivery schedule and within the required timeframe for receiving beef products at each commissary. Additionally, the signed Delivery Schedule Compliance Certification confirms the contractor's understanding that the delivery schedule will be strictly adhered to without deviation and changes must be approved in advance by the Contracting Officer. DeCA requires a 30-day advance notification in order to incorporate any changes to the delivery schedule. For the most up-to-date store information (i.e. phone numbers, directions), see locations on DeCA's website: <http://www.commissaries.com>.

(b) Delivery is FOB Destination. Title of the product is transferred from the contractor to the Government when received and accepted at destination.

(c) Deliveries other than as specified in the delivery schedule, without a valid change, are considered late. Changes to the delivery schedule must be initiated by the commissary management, through the Region and forwarded to the Contracting Officer for approval. Approval from the Contracting Officer requires issuance of a bi-lateral modification to the contract. If a change to the delivery schedule is pending (for example in route from the commissary to the Region), the contractor must continue to comply with the delivery schedule at Attachment C until the contract modification is finalized and signed by the Contracting Officer. Late deliveries or failure to deliver the proper quantities will be documented with the contractor's past performance history, and could impact the Government's decision to exercise the options, or future awards.

(d) The Contracting Officer or Ordering Officer, in addition to the rights and remedies outlined in FAR 52.212-4 may accept the late delivery, but the infraction will be recorded and retained with the contractor's past performance history. If a delivery is going to be delayed or late beyond the delivery window on any given delivery day, the contractor is required to provide commissary personnel with *advance notice* of at least one business day of the required delivery window. If the contractor does not provide advance notice within this required time frame, and the store determines the contractor's delivery will arrive outside of the required delivery window, **the store may refuse the contractor's truck when it arrives, with no additional cost to the Government.**

(e) All orders shall be delivered in accordance with the established delivery schedule, except on the Federal Holidays outlined below. When a scheduled delivery day falls on one of the three holidays that the commissary is closed, delivery will occur on the next business day. Saturday holidays are celebrated on the preceding Friday and Sunday holidays are celebrated on the following Monday. Some store locations may require delivery of product on the regularly scheduled day that falls on a holiday or the Store Management may reschedule the beef product delivery for a different day other than regular delivery day due to reduced store personnel. The contractor shall coordinate delivery with the Store Management for the holidays that the store is not closed. The contractor may initiate a temporary change to the delivery schedule for approval with the Region and/or store management if the holiday creates a shift to the normal days of delivery. This must be initiated, coordinated, and approved prior to the pending holiday. If the temporary change to the delivery schedule is approved by the Region and/or store management, a change to the contract (modification) is not required if the deliveries returns to its required delivery schedule immediately after the holiday. A permanent change to the delivery schedule requires approval by the Contracting Officer.

Observed Holidays:

New Year's Day -- CLOSED  
Martin Luther King, Jr. Birthday  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day -- CLOSED  
Christmas Day -- CLOSED

(f) Under unusual circumstances for operational or mission requirements, the delivery schedule and/or order quantities may fluctuate due to conditions such as personnel shortages, renovation of stores, closing of existing stores, military downsizing, base realignment, or increases/decreases in personnel during crisis situations or deployment.

8. **PRODUCT SHORTAGES:** If a commissary's order will be short of product upon delivery, the contractor is required to 1) provide commissary personnel with advance notice and 2) ensure that every effort is made to provide the products within 48 hours of the initial order.

9. **INSPECTION/ACCEPTANCE:**

- (a) Actual Acceptance: Actual acceptance is defined as a formal certification that the supplies have been received and conform to the terms of the contract. This function occurs after the completion of any necessary inspection and/or testing required to determine if the supplies are in compliance with contract product specifications. Actual acceptance is denoted by a signature, date, and annotations of quantities accepted, rejected, or shorted for each line item on an itemized delivery ticket or invoice by a U.S. Government representative authorized to examine and receive supplies at a commissary or Port of Embarkation (POE). Title of the supplies transfers from the contractor to the Government at this time.

- (b) **Constructive Acceptance:** Constructive acceptance is considered to take place not later than 7 calendar days after delivery of supplies to a commissary or POE, unless there is a disagreement over quantity, quality, or contractor compliance with a contract specification or requirement. Title of supplies transfers from the contractor to the Government at this time. Contracts for commercial items authorized for resale (e.g. commissary items) are not authorized to extend the constructive acceptance period. In the event that actual acceptance occurs within the constructive acceptance period, the determination of payment due date shall be based on the actual date of acceptance.
- (c) **Receipt of Supplies:** Receipt of supplies occurs when a contractor delivers goods to a specified point. Acceptance of the supplies is pending examination/inspection for compliance with contract product specification. Receipt and acceptance may occur on the same day, but usually, acceptance is a few days after receipt.
- (d) **Mandatory Requirement to Provide Backup Suppliers:** The contractor is required to provide all ordered products to all commissary locations without shortages when ordered. Contractors are required to maintain backup sources of supply that are prepared to provide comparable products in the event that their processing plant production or stock assortment at their distributor fails to provide any product that may be shorted. The contractor shall notify the affected commissary location (s) prior to delivery of any product (s) that will be provided by a backup supplier ensuring compliance with appropriate appointments and security requirements. The contractor shall identify the backup source and ensure the delivery is made to the affected commissary location not later than 24 hours from the original delivery date. Products provided by backup sources of supply will be at no additional cost to the Government.
- (e) **Receipt of Non-conforming Products:** The commissary shall identify non-conforming products or quality issues as soon as possible but not later than 3 days from initial delivery/receipt date. The commissary will provide as much information as practical to the contractor to describe the non-conformance. The store will take "clear" digital pictures of the non-conformance and/or quality issue and either include the label from the box(es) in the picture or provide a copy of the box label(s).
- (f) **Non-conformance Report (DeCA Form 10-21):** A DeCA Form 10-21 (10-21) is required for all identified product non-conformance(s), quality issues, or non-compliance with contract requirements such as late deliveries, shortages, etc.

A 10-21 with an internal tracking number is completed by the commissary, filling in all the required information on the form to include call number, identifying each of the products non-conformance, quality issue, or non-compliance. If multiple products are identified provide a brief description of each quality issue. Mark the appropriate box to indicate whether a price adjustment is requested or not. The completed 10-21 is submitted to HQ Resale Contracting Division, attention to Mo Estrada, Quality Assurance or the appropriate contract administrator in his absence. Electronic submission through FormFinder is preferred but faxes are acceptable. Mr. Estrada's telephone number is (804) 734-8000 Ext 48888; fax number is (804) 734-8009 pp 78665/78642 (pp = enter pause key symbol twice) or email to [NonProduce1021@deca.mil](mailto:NonProduce1021@deca.mil).

A price adjustment should be requested if there is a documented loss based on the contractor's negligence or failure to deliver product as required. If a price adjustment is requested, a VCM must be completed by the commissary to include a signature of the Meat Manager or other commissary management. The VCM, 10-21, and pictures (if available) must be sent to the contractor by the commissary to process the price adjustment. This is not an automatic process. Additional information may be required if insufficient information was provided to the contractor. Failure to provide a 10-21 with the VCM will significantly

delay the processing of the price adjustment. The VCM should include the name and address of the commissary and point of contact.

If the company agrees to pay the VCM, the company will sign the VCM. A check will be sent or credit card processed in the amount of the VCM within 30 days. The contractor may register with DeCA's Analysis and Reconciliation (A & R) Business Unit to make payment via centralized credit card processing. For additional registration materials, contact Ms. Maria G. Howard at (804) 765-8000 Ext 52900 or Ms. Mary Brown at (804) 765-8000 Ext 52939. If the commissary has not received the check or credit card payment within 30 days, contact the contract administrator or Region Account Control Section (ACS) or the A & R Branch. If the VCM is denied by the contractor and the commissary believes it is justified, contact your Region Meat POC and contract administrator who will take the appropriate action.

- (g) If destination inspection reports indicate a pattern of non-conforming products, with evidence of little or no corrective action, the Contracting Officer may decide to invoke inspection at origin, which will be performed by U.S. Department of Agriculture (USDA). A notification of this decision will be provided to the contractor in writing. The contractor will be responsible for making all necessary arrangements for origin inspection directly with the USDA. Any additional cost associated with origin inspection will be at the contractor's expense, with no increase in contract price. The contractor will remain on an origin inspection program for a period of 6 weeks, or until notified in writing by the contracting officer that the normal destination inspection procedures can resume

10. **PAYMENT INFORMATION:** The Defense Finance Accounting Service (DFAS) Center located in Columbus, Ohio is the agency responsible for making payments to the contractor under this contract. Payment is made based on the price in effect at the time of receipt at the commissary store. The beef products under this contract qualify for the Prompt Payment terms of Net 7 days. Additionally, contractors are encouraged to participate in Delivery Ticket Invoicing (DTI) to expedite payment. See FAR clause 52.232-4500, Delivery Ticket Invoice (DTI) Procedures (Apr 2000). DTI is a method of billing where the contractor's itemized delivery ticket accompanies each delivery, and serves as the contractor's invoice. The contractor is not required to submit a hard copy invoice to DFAS for payment using DTI procedures.

11. **VOLUNTARY PRICE REDUCTIONS:** Prices may be voluntarily reduced for any pricing periods during the performance of this contract. Price reductions will be in effect from Sunday through Saturday of the specified week. The contractor will identify the product, UPC, original price, reduced price, and the effective period of the price reduction. The contractor must notify the Contracting Officer prior to submission of reduced prices.

12. **SPECIAL BUYS:** The Special Buy line item allows the contractor to offer any beef products at a special reduced price, for a limited time or at a one-time reduced price. The Special Buy line item ends in "AF". These buys may be offered at any time during the performance of the contract. The contractor will complete a DeCA Form 40-15, Item Presentation Form and provide it to the contracting officer and designated representatives at least 30 days before the Special Buy is effective; however, the Contracting Officer may entertain an offer on a lesser timeframe. The contracting officer or designated representative will respond to the offer within the specified response date as to whether the Government can take advantage of the offer. After a decision has been made, the Contracting Office will take the appropriate action. The Government is under no obligation to accept any special buys. Note: DeCA will expect any offeror who makes special reference to "Special Buys" in their original proposal to fulfill that obligation during performance.

13. **UNIVERSAL PRODUCT CODES (UPC) AND GLOBAL TRADE IDENTIFICATION NUMBER (GTIN):** The contractor shall assign and maintain **one** unique Universal Product Codes (UPC) and **one** Global Trade Identification Numbers (GTIN) to each item within the awarded Group(s) listed in the Schedule of Supplies at **Attachment E**. Like items in different Groups must be assigned the same UPC. The **one** unique UPC and GTIN submitted for each item in the initial offer shall remain in effect for at least 30 days after contract award. The Contracting Officer will accept changes to UPC/GTINs after this initial performance period is completed.

UPC/GTIN changes after this initial period must be submitted in writing (facsimile or Email is acceptable) to the Contract Administrator at least 30 days before the effective date and must contain the following information: contract number, subcontract line item number, current UPC, current GTIN, replacement UPC, replacement GTIN, description, price, effective date, and purpose of the change. The current UPC/GTIN will be deleted from DeCA's business system 7 days after the effective date of the replacement UPC/GTIN. If the contractor delivers product to a commissary store that has an invalid UPC/GTIN, the store has the right to reject the product. Failure to adhere to the guidelines for changing a UPC/GTIN will be documented with the contractor's past performance, and may impact the decision to exercise the options or future awards. Questions or further information on GTINs may be directed to GS1 US Customer Service Team at (937) 435-3870, facsimile (937) 435-7317, or email at [info@gs1us.com](mailto:info@gs1us.com).

14. **ADDITIONAL SUPPORT AND PROMOTION PLAN:** The contractor shall provide additional support and promotions to each commissary store as follows:

- Support Commissary Truckload and Caselot sales.
- Provide blaze orange day glow stickers, shelf talkers, recipe cards, and other POS marketing materials.
- Offer Discount coupons, price reductions, and fixed price reductions for a period of time.
- Work with DeCA to establish a promotional calendar that would highlight each item on the contract at the most beneficial time of year.

(a) Additional support includes point of sale material, recipe cards, pamphlets, or other material available from beef associations and/or commissions. The contractor will coordinate with commissary management the details of providing the store with additional support materials.

(b) Promotional events can be in the form of demonstrations, sampling, coupons, or other marketing strategies that are used to attract and excite our shoppers about your products. The contractor is required to provide any marketing tools associated with the promotions at no additional costs to the Government. The contractor shall coordinate promotional events with commissary management. Thirty-days (30) prior to the scheduled promotion, the contractor is required to confirm the promotion by submitting a written notification to the commissary management, Region representative, and the Contracting Officer. The written confirmation will list the product(s), number of units per case, and a brief description of the promotion. At the end of each month, the vendor shall furnish a written report (by store location) that confirms performance of each event covered by the commissary and provide to each commissary management, Region representative, and the Contracting Officer. In addition, the contractor may offer any other limited time or one-time reduced prices, provided such events are coordinated with the commissary management.

15. **STATISTICAL REPORTING:** The contractor shall make available statistical reports such as, but not limited to order tonnage, pricing, trends, and any other statistics as required by the Contracting Officer or designated Region representative. These reports will be provided at a timeframe specified by the Contracting Officer, but is expected to be no more often than monthly.

16. **SMALL BUSINESS SUBCONTRACTING PLAN:** Firms that employ more than 500 employees are considered large business concerns and are required to submit an acceptable or approved Small Business Subcontracting Plan with its offer, and maintain the plan throughout the life of any resulting contract (see FAR Clause 52.219-9 for content requirements). The plan should represent positive, realistic, and attainable subcontracting goals of your firm. The Contracting Officer will delegate administration duties of the approved plan to the Defense Contract Management Agency (DCMA), who will provide the Contracting Officer with an annual report assessing the contractor's compliance in achieving the approved goals. The Contracting Officer will evaluate the DCMA information and include it as part of the contractor's annual performance evaluation.

(a) IAW Federal Acquisition Regulation (FAR) clause 52.219-9, entitled Small Business Subcontracting Plan (APR 2008), a subcontracting plan is required from other than small business concerns. Upon approval of this plan, the contractor is required to submit the appropriate subcontracting reports via eSRS which may be accessed by logging in to: <http://www.esrs.gov>. The eSRS is an electronic, web-based system for subcontract reporting that replaces the manual paper forms (SF 294 and SF 295) and provides a single point of entry for subcontracting requirements and reports. Compliance with the subcontracting plan is an element of past performance.

(b) You may reference our agency website at: [http://www.commissaries.com/business/small\\_business.cfm](http://www.commissaries.com/business/small_business.cfm) and click on electronic Subcontracting Reporting System (eSRS) to find useful tips on how to register, train, and submit subcontracting reports via eSRS. More detailed instructions are available in the eSRS website (<http://www.esrs.gov>) and take precedence in case of discrepancies.

(c) When submitting subcontracting reports via eSRS, the contractor shall at a minimum include the following e-mail addresses:

Contracting Officer: [Sheila.Norfus@deca.mil](mailto:Sheila.Norfus@deca.mil); Ph: (804) 734-8000 Ext. 48889  
Contract Specialist: [James.Shults@deca.mil](mailto:James.Shults@deca.mil); Ph: (804) 734-8000 Ext. 48896  
eSRS Agency Coordinator: [Ernie.Favale@deca.mil](mailto:Ernie.Favale@deca.mil); Ph: (804) 734-8000 Ext. 48548  
DCMAO Administrator: [Diane.Reeder@dcma.mil](mailto:Diane.Reeder@dcma.mil); Ph: (425) 889-7318

**17. FORMAL TEAMING ARRANGEMENTS:** A formal teaming arrangement is when a contractor will depend on the products, capital contributions, or expertise [in whole, or in part] of another company (or companies) to successfully complete the performance of a contract. A contractor engaged in a formal teaming arrangement will maintain the written formal agreement that outlines the terms of the arrangement throughout the life of the contract. If a contractor is in a teaming arrangement where a change in the partners has occurred or will occur in the future, the Contracting Officer must be immediately notified, prior to implementation. The Contracting Officer will determine if the change adversely affects performance under this contract. If it is determined that performance is adversely affected, the Contracting Officer may use remedies provided in the contract terms and conditions that may lead to termination of the contract. The contractor is prohibited from entering into a teaming arrangement after performance has begun on this contract, without the advance written approval of the Contracting Officer. Government approval of such a proposed action after award will only be approved under extreme circumstances. The prime contractor maintains full responsibility for performance under this contract as the prime contractor regardless of any teaming arrangements made with subcontractors.

**18. BUSINESS REVIEWS:** The contractor may request a business review on an annual basis; however, the Contracting Officer may require that a business review be conducted at any time, if performance issues deem it necessary. The business review may be conducted in person, by telephone, or in writing, whichever is preferred. A mutually convenient time for the business review will be arranged.

**19. CCR, ORCA, AND EDA REQUIREMENTS:** The contractor is responsible for keeping registration active in the Central Contractors Registration (CCR) database, Electronic Document Access (EDA) and Online Representations and Certifications Application (OCRA) database throughout the duration of this contract. These databases may be accessed via the Internet at <http://www.ccr.gov>, <http://eda.ogden.disa.mil>, and <http://orca.bpn.gov>.

**20. INSTITUTIONAL MEAT PURCHASE SPECIFICATIONS (IMPS):** As outlined in the Technical Data Sheet at Attachment A, products must be produced using The Meat Buyers Guide that represents the items most commonly used by foodservice establishments. Some of the contract line items referenced herein reference IMPS numbers that may not correlate to an exact match of the U-factor listed within the USDA Carlot Report. In those instances, DeCA reserves the right to make the final decision on which U-factor most closely matches the product described in the Guide for evaluation purposes, and for establishing future base prices under the resulting contract.

As some items are traded infrequently on the commodities market, the contract will provide firm-fixed prices for these items, when requested by the contracting officer, for the base year of performance and subsequent option years.

21. **CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEMS (CPARS):** In accordance with the President's e-Government Integrated Acquisition Environment initiative and FAR 42.15 an annual Contractor Performance Assessment Report (CPAR) is required to record a contractor's performance. The CPAR process that the Defense Commissary Agency (DeCA) will utilize is totally paperless and accessed through the NAVY CPARS system. The system may be accessed via <http://www.cpars.csd.disa.mil>. DeCA Form 10-17 will no longer be used for capturing contractor performance. For contractors to access CPARS, they must first obtain a PKI Certificate. This is an added security measure to ensure unauthorized individuals cannot access a contractor's past performance information. You may purchase a DOD PKI certificate from one of the following 3 approved External Certificate Authority (ECA) vendors: Operational Research Consultants, Inc. (ORC) at <http://www.eca.orc.com>; VeriSign, Inc at <http://www.verisign.com/verisign-business-solutions/public-sector-solutions/ieca-eca-certificates/index.html>; or IdenTrust, Inc. at <http://www.identrust.com/certificates/eca/index.html>.

22. **ATTACHMENTS:** The following attachments are incorporated as part of this solicitation/contract:

- Attachment A - Defense Commissary Agency Technical Data Sheet for Fresh/Frozen Beef Products 2010
- Attachment B - Delivery Schedule
- Attachment C - Guaranteed Shelf Life
- Attachment D - Delivery Schedule Compliance Certification
- Attachment E - Schedule of Supplies / Pricing Spreadsheet

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lot	\$518,058.90	\$518,058.90 EST

GROUP 1 (BASE PERIOD)

FFP

Provide Fresh and Frozen Beef Products for resale to commissary locations in DeCA's East Region.

BASE PERIOD OF PERFORMANCE: March 20, 2011 - March 23, 2013

SEE ATTACHMENT B, DELIVERY SCHEDULE.

SEE ATTACHMENT E, SCHEDULE OF SUPPLIES, FOR LINE ITEMS.

Group 1 includes: Fort Campbell, KY, Crane NSWC, IN, Fort Knox, KY, Fort Leonard Wood, MO, Fort McCoy, WI, Great Lakes NTC, IL, Harrison Village, IN, Richards-Gebaur, MO, Rock Island Arsenal, IL, Scott AFB, IL, Selfridge ANGB, MI, Whiteman, MO, Wright-Patterson, OH.

FUNDING: TO BE IDENTIFIED ON EACH DELIVERY ORDER.

FOB: Destination

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NET AMT

\$518,058.90 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Lot	\$4,089,705.84	\$4,089,705.84 EST

## GROUP 2 (BASE PERIOD)

FFP

Provide Fresh and Frozen Beef Products for resale to commissary locations in DeCA's East Region.

BASE PERIOD OF PERFORMANCE: March 20, 2011 – March 23, 2013

SEE ATTACHMENT B, DELIVERY SCHEDULE.

SEE ATTACHMENT E, SCHEDULE OF SUPPLIES, FOR LINE ITEMS.

Group 2 includes: Aberdeen, MD, Andrews, MD, Annapolis, MD, Ardec-Picatinny, NJ, Bangor, ME, Ft. Belvoir, VA, Bolling, DC, Brunswick, ME, Carlisle Barracks, PA, C E Kelly, PA, Dahlgren, VA, Ft. Detrick, MD, Dover, DE, Ft. Drum, NY, Ft. Eustis, VA, Ft. Hamilton, NY, Hanscom, MA, Lakehurst, NJ, Langley, VA, Ft. Lee, VA, Little Creek, VA, McGuire, NJ, Mitchel Field, NY, Ft. Meade, MD, Ft. Monmouth, NJ, Ft. Myer, VA, New London, CT, Newport, RI, Norfolk, VA, Oceana, VA, Patuxent River, MD, Portsmouth NS, NH, Portsmouth NNSY, VA, Quantico, VA, Saratoga Springs, NY, Sugar Grove, WV, Tobyhanna, PA, Walter Reed, MD, West Point, NY.

FUNDING: TO BE IDENTIFIED ON EACH DELIVERY ORDER.

FOB: Destination

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NET AMT

\$4,089,705.84 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lot	\$3,487,634.78	\$3,487,634.78 EST

GROUP 3 (BASE PERIOD)

FFP

Provide Fresh and Frozen Beef Products for resale to commissary locations in DeCA's East Region.

BASE PERIOD OF PERFORMANCE: March 20, 2011 – March 23, 2013

SEE ATTACHMENT B, DELIVERY SCHEDULE.

SEE ATTACHMENT E, SCHEDULE OF SUPPLIES, FOR LINE ITEMS.

Group 3 includes: Arnold AFS, TN, Barksdale AFB, LA, Columbus, MS, Eglin, FL, Ft. Polk, LA, Ft. Rucker, AL, Gulfport NCBC, MS, Gunter, AL, Hurlburt Field, FL, Keesler, MS, Little Rock AFB, AR, Memphis NAS, TN, Maxwell AFB, AL, Meridian NAS, MS, New Orleans, LA, Pensacola, FL, Redstone Arsenal, AL, Tyndall, FL, Whiting Field, FL.

FUNDING: TO BE IDENTIFIED ON EACH DELIVERY ORDER.

FOB: Destination

NET AMT

\$3,487,634.78 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Lot	\$7,742,665.78	\$7,742,665.78 EST

GROUP 4 (BASE PERIOD)

FFP

Provide Fresh and Frozen Beef Products for resale to commissary locations in DeCA's East Region.

BASE PERIOD OF PERFORMANCE: March 20, 2011 – March 23, 2013

SEE ATTACHMENT B, DELIVERY SCHEDULE.

SEE ATTACHMENT E, SCHEDULE OF SUPPLIES, FOR LINE ITEMS.

Group 4 includes: Albany, GA, Ft. Benning, GA, Ft. Bragg N, NC, Ft. Bragg S, NC, Camp Lejeune, NC, Camp Merrill, GA, Charleston AFB, SC, Charleston, NWS, SC, Cherry Point, NC, Ft. Gillem, GA, Ft. Gordon, GA, Hunter, GA, Ft. Jackson, SC, Jacksonville, FL, Key West, FL, Kings Bay, GA, Mayport, FL, MacDill, FL, Ft. McPherson, GA, Moody, GA, Patrick, FL, New River, NC, Robins, GA, Parris Island, SC, Shaw, SC, Seymour Johnson, NC, Ft. Stewart, GA.

FUNDING: TO BE IDENTIFIED ON EACH DELIVERY ORDER.

FOB: Destination

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NET AMT

\$7,742,665.78 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Lot	\$8,462.00	\$8,462.00 EST

GROUP 5 (BASE PERIOD)

FFP

Provide 93% Lean Frozen Ground Beef Patties for resale to Ft. Worth Commissary located in DeCA's West Region.

BASE PERIOD OF PERFORMANCE: May 1, 2011 - March 23, 2013

SEE ATTACHMENT B, DELIVERY SCHEDULE.

SEE ATTACHMENT E, SCHEDULE OF SUPPLIES, FOR LINE ITEMS.

Group 1 includes: Fort Worth Commissary, TX.

FUNDING: TO BE IDENTIFIED ON EACH DELIVERY ORDER.

FOB: Destination

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NET AMT

\$8,462.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		1	Lot	(b) (4)	(b) (4)

OPTION

GROUP 1 (OPTION YEAR 1)

FFP

Provide Fresh and Frozen Beef Products for resale to commissary locations in DeCA's East Region.

OPTION YEAR 1 PERIOD OF PERFORMANCE:

March 24, 2013 – March 22, 2014

SEE ATTACHMENT B, DELIVERY SCHEDULE.

SEE ATTACHMENT E, SCHEDULE OF SUPPLIES, FOR LINE ITEMS.

Group 1 includes: Fort Campbell, KY, Crane NSWC, IN, Fort Knox, KY, Fort Leonard Wood, MO, Fort McCoy, WI, Great Lakes NTC, IL, Harrison Village, IN, Richards-Gebaur, MO, Rock Island Arsenal, IL, Scott AFB, IL, Selfridge ANGB, MI, Whiteman, MO, Wright-Patterson, OH.

FUNDING: TO BE IDENTIFIED ON EACH DELIVERY ORDER.

FOB: Destination

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		1	Lot	(b) (4)	(b) (4)

OPTION

GROUP 2 (OPTION YEAR 1)

FFP

Provide Fresh and Frozen Beef Products for resale to commissary locations in DeCA's East Region.

OPTION YEAR 1 PERIOD OF PERFORMANCE:

March 24, 2013 – March 22, 2014

SEE ATTACHMENT B, DELIVERY SCHEDULE.

SEE ATTACHMENT E, SCHEDULE OF SUPPLIES, FOR LINE ITEMS.

Group 2 includes: Aberdeen, MD, Andrews, MD, Annapolis, MD, Ardec-Picatinny, NJ, Bangor, ME, Ft. Belvoir, VA, Bolling, DC, Brunswick, ME, Carlisle Barracks, PA, C E Kelly, PA, Dahlgren, VA, Ft. Detrick, MD, Dover, DE, Ft. Drum, NY, Ft. Eustis, VA, Ft. Hamilton, NY, Hanscom, MA, Lakehurst, NJ, Langley, VA, Ft. Lee, VA, Little Creek, VA, McGuire, NJ, Mitchel Field, NY, Ft. Meade, MD, Ft. Monmouth, NJ, Ft. Myer, VA, New London, CT, Newport, RI, Norfolk, VA, Oceana, VA, Patuxent River, MD, Portsmouth NS, NH, Portsmouth NNSY, VA, Quantico, VA, Saratoga Springs, NY, Sugar Grove, WV, Tobyhanna, PA, Walter Reed, MD, West Point, NY.

FUNDING: TO BE IDENTIFIED ON EACH DELIVERY ORDER.

FOB: Destination

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		1	Lot	(b) (4)	(b) (4)

OPTION

GROUP 3 (OPTION YEAR 1)

FFP

Provide Fresh and Frozen Beef Products for resale to commissary locations in DeCA's East Region.

OPTION YEAR 1 PERIOD OF PERFORMANCE:

March 24, 2013 – March 22, 2014

SEE ATTACHMENT B, DELIVERY SCHEDULE.

SEE ATTACHMENT E, SCHEDULE OF SUPPLIES, FOR LINE ITEMS.

Group 3 includes: Arnold AFS, TN, Barksdale AFB, LA, Columbus, MS, Eglin, FL, Ft. Polk, LA, Ft. Rucker, AL, Gulfport NCBC, MS, Gunter, AL, Hurlburt Field, FL, Keesler, MS, Little Rock AFB, AR, Memphis NAS, TN, Maxwell AFB, AL, Meridian NAS, MS, New Orleans, LA, Pensacola, FL, Redstone Arsenal, AL, Tyndall, FL, Whiting Field, FL.

FUNDING: TO BE IDENTIFIED ON EACH DELIVERY ORDER.

FOB: Destination

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004		1	Lot	(b) (4)	(b) (4)

OPTION

GROUP 4 (OPTION YEAR 1)

FFP

Provide Fresh and Frozen Beef Products for resale to commissary locations in DeCA's East Region.

OPTION YEAR 1 PERIOD OF PERFORMANCE:

March 24, 2013 – March 22, 2014

SEE ATTACHMENT B, DELIVERY SCHEDULE.

SEE ATTACHMENT E, SCHEDULE OF SUPPLIES, FOR LINE ITEMS.

Group 4 includes: Albany, GA, Ft. Benning, GA, Ft. Bragg N, NC, Ft. Bragg S, NC, Camp Lejeune, NC, Camp Merrill, GA, Charleston AFB, SC, Charleston, NWS, SC, Cherry Point, NC, Ft. Gillem, GA, Ft. Gordon, GA, Hunter, GA, Ft. Jackson, SC, Jacksonville, FL, Key West, FL, Kings Bay, GA, Mayport, FL, MacDill, FL, Ft. McPherson, GA, Moody, GA, Patrick, FL, New River, NC, Robins, GA, Parris Island, SC, Shaw, SC, Seymour Johnson, NC, Ft. Stewart, GA.

FUNDING: TO BE IDENTIFIED ON EACH DELIVERY ORDER.

FOB: Destination

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005		1	Lot	(b) (4)	(b) (4)

OPTION

GROUP 5 (OPTION YEAR 1)

FFP

Provide 93% Lean Frozen Ground Beef Patties for resale to Ft. Worth Commissary located in DeCA's West Region.

OPTION YEAR 1 PERFORMANCE: March 24, 2013 - March 22, 2014

SEE ATTACHMENT B, DELIVERY SCHEDULE.

SEE ATTACHMENT E, SCHEDULE OF SUPPLIES, FOR LINE ITEMS.

Group 5 includes: Fort Worth Commissary, TX.

FUNDING: TO BE IDENTIFIED ON EACH DELIVERY ORDER.

FOB: Destination

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		1	Lot	(b) (4)	(b) (4)

GROUP 1 (OPTION YEAR 2)

FFP

Provide Fresh and Frozen Beef Products for resale to commissary locations in DeCA's East Region.

OPTION YEAR 2 PERIOD OF PERFORMANCE:

March 23, 2014 – March 21, 2015

SEE ATTACHMENT B, DELIVERY SCHEDULE.

SEE ATTACHMENT E, SCHEDULE OF SUPPLIES, FOR LINE ITEMS.

Group 1 includes: Fort Campbell, KY, Crane NSWC, IN, Fort Knox, KY, Fort Leonard Wood, MO, Fort McCoy, WI, Great Lakes NTC, IL, Harrison Village, IN, Richards-Gebaur, MO, Rock Island Arsenal, IL, Scott AFB, IL, Selfridge ANGB, MI, Whiteman, MO, Wright-Patterson, OH.

FUNDING: TO BE IDENTIFIED ON EACH DELIVERY ORDER.

FOB: Destination

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		1	Lot	(b) (4)	(b) (4)

OPTION GROUP 2 (OPTION YEAR 2)  
 FFP  
 Provide Fresh and Frozen Beef Products for resale to commissary locations in DeCA's East Region.

OPTION YEAR 2 PERIOD OF PERFORMANCE:  
 March 23, 2014 – March 21, 2015

SEE ATTACHMENT B, DELIVERY SCHEDULE.  
 SEE ATTACHMENT E, SCHEDULE OF SUPPLIES, FOR LINE ITEMS.

Group 2 includes: Aberdeen, MD, Andrews, MD, Annapolis, MD, Ardec-Picatinny, NJ, Bangor, ME, Ft. Belvoir, VA, Bolling, DC, Brunswick, ME, Carlisle Barracks, PA, C E Kelly, PA, Dahlgren, VA, Ft. Detrick, MD, Dover, DE, Ft. Drum, NY, Ft. Eustis, VA, Ft. Hamilton, NY, Hanscom, MA, Lakehurst, NJ, Langley, VA, Ft. Lee, VA, Little Creek, VA, McGuire, NJ, Mitchel Field, NY, Ft. Meade, MD, Ft. Monmouth, NJ, Ft. Myer, VA, New London, CT, Newport, RI, Norfolk, VA, Oceana, VA, Patuxent River, MD, Portsmouth NS, NH, Portsmouth NNSY, VA, Quantico, VA, Saratoga Springs, NY, Sugar Grove, WV, Tobyhanna, PA, Walter Reed, MD, West Point, NY.

FUNDING: TO BE IDENTIFIED ON EACH DELIVERY ORDER.  
 FOB: Destination

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	GROUP 3 (OPTION YEAR 2) FFP	1	Lot	(b) (4)	(b) (4)

Provide Fresh and Frozen Beef Products for resale to commissary locations in DeCA's East Region.

OPTION YEAR 2 PERIOD OF PERFORMANCE:  
March 23, 2014 – March 21, 2015

SEE ATTACHMENT B, DELIVERY SCHEDULE.  
SEE ATTACHMENT E, SCHEDULE OF SUPPLIES, FOR LINE ITEMS.

Group 3 includes: Arnold AFS, TN, Barksdale AFB, LA, Columbus, MS, Eglin, FL, Ft. Polk, LA, Ft. Rucker, AL, Gulfport NCBC, MS, Gunter, AL, Hurlburt Field, FL, Keesler, MS, Little Rock AFB, AR, Memphis NAS, TN, Maxwell AFB, AL, Meridian NAS, MS, New Orleans, LA, Pensacola, FL, Redstone Arsenal, AL, Tyndall, FL, Whiting Field, FL.

FUNDING: TO BE IDENTIFIED ON EACH DELIVERY ORDER.  
FOB: Destination

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004		1	Lot	(b) (4)	(b) (4)

OPTION GROUP 4 (OPTION YEAR 2)  
FFP  
Provide Fresh and Frozen Beef Products for resale to commissary locations in DeCA's East Region.

OPTION YEAR 2 PERIOD OF PERFORMANCE:  
March 23, 2014 – March 21, 2015

SEE ATTACHMENT B, DELIVERY SCHEDULE.  
SEE ATTACHMENT E, SCHEDULE OF SUPPLIES, FOR LINE ITEMS.

Group 4 includes: Albany, GA, Ft. Benning, GA, Ft. Bragg N, NC, Ft. Bragg S, NC, Camp Lejeune, NC, Camp Merrill, GA, Charleston AFB, SC, Charleston, NWS, SC, Cherry Point, NC, Ft. Gillem, GA, Ft. Gordon, GA, Hunter, GA, Ft. Jackson, SC, Jacksonville, FL, Key West, FL, Kings Bay, GA, Mayport, FL, MacDill, FL, Ft. McPherson, GA, Moody, GA, Patrick, FL, New River, NC, Robins, GA, Parris Island, SC, Shaw, SC, Seymour Johnson, NC, Ft. Stewart, GA.  
FUNDING: TO BE IDENTIFIED ON EACH DELIVERY ORDER.  
FOB: Destination

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005 OPTION	GROUP 5 (OPTION YEAR 2) FFP	1	Lot	(b) (4)	(b) (4)

Provide 93% Lean Frozen Ground Beef Patties for resale to Ft. Worth Commissary located in DeCA's West Region.

OPTION YEAR 2 PERFORMANCE: March 23, 2014 - March 21, 2015

SEE ATTACHMENT B, DELIVERY SCHEDULE.  
SEE ATTACHMENT E, SCHEDULE OF SUPPLIES, FOR LINE ITEMS.

Group 5 includes: Fort Worth Commissary, TX.

FUNDING: TO BE IDENTIFIED ON EACH DELIVERY ORDER.  
FOB: Destination

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		1	Lot	(b) (4)	(b) (4)

OPTION

GROUP 1 (OPTION YEAR 3)

FFP

Provide Fresh and Frozen Beef Products for resale to commissary locations in DeCA's East Region.

OPTION YEAR 3 PERIOD OF PERFORMANCE:

March 22, 2015 – March 19, 2016

SEE ATTACHMENT B, DELIVERY SCHEDULE.

SEE ATTACHMENT E, SCHEDULE OF SUPPLIES, FOR LINE ITEMS.

Group 1 includes: Fort Campbell, KY, Crane NSWC, IN, Fort Knox, KY, Fort Leonard Wood, MO, Fort McCoy, WI, Great Lakes NTC, IL, Harrison Village, IN, Richards-Gebaur, MO, Rock Island Arsenal, IL, Scott AFB, IL, Selfridge ANGB, MI, Whiteman, MO, Wright-Patterson, OH.

FUNDING: TO BE IDENTIFIED ON EACH DELIVERY ORDER.

FOB: Destination

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002		1	Lot	(b) (4)	(b) (4)

OPTION

GROUP 2 (OPTION YEAR 3)

FFP

Provide Fresh and Frozen Beef Products for resale to commissary locations in DeCA's East Region.

OPTION YEAR 3 PERIOD OF PERFORMANCE:

March 22, 2015 – March 19, 2016

SEE ATTACHMENT B, DELIVERY SCHEDULE.

SEE ATTACHMENT E, SCHEDULE OF SUPPLIES, FOR LINE ITEMS.

Group 2 includes: Aberdeen, MD, Andrews, MD, Annapolis, MD, Ardec-Picatinny, NJ, Bangor, ME, Ft. Belvoir, VA, Bolling, DC, Brunswick, ME, Carlisle Barracks, PA, C E Kelly, PA, Dahlgren, VA, Ft. Detrick, MD, Dover, DE, Ft. Drum, NY, Ft. Eustis, VA, Ft. Hamilton, NY, Hanscom, MA, Lakehurst, NJ, Langley, VA, Ft. Lee, VA, Little Creek, VA, McGuire, NJ, Mitchel Field, NY, Ft. Meade, MD, Ft. Monmouth, NJ, Ft. Myer, VA, New London, CT, Newport, RI, Norfolk, VA, Oceana, VA, Patuxent River, MD, Portsmouth NS, NH, Portsmouth NNSY, VA, Quantico, VA, Saratoga Springs, NY, Sugar Grove, WV, Tobyhanna, PA, Walter Reed, MD, West Point, NY.

FUNDING: TO BE IDENTIFIED ON EACH DELIVERY ORDER.

FOB: Destination

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003		1	Lot	(b) (4)	(b) (4)

OPTION

GROUP 3 (OPTION YEAR 3)

FFP

Provide Fresh and Frozen Beef Products for resale to commissary locations in DeCA's East Region.

OPTION YEAR 3 PERIOD OF PERFORMANCE:

March 22, 2015 – March 19, 2016

SEE ATTACHMENT B, DELIVERY SCHEDULE.

SEE ATTACHMENT E, SCHEDULE OF SUPPLIES, FOR LINE ITEMS.

Group 3 includes: Arnold AFS, TN, Barksdale AFB, LA, Columbus, MS, Eglin, FL, Ft. Polk, LA, Ft. Rucker, AL, Gulfport NCBC, MS, Gunter, AL, Hurlburt Field, FL, Keesler, MS, Little Rock AFB, AR, Memphis NAS, TN, Maxwell AFB, AL, Meridian NAS, MS, New Orleans, LA, Pensacola, FL, Redstone Arsenal, AL, Tyndall, FL, Whiting Field, FL.

FUNDING: TO BE IDENTIFIED ON EACH DELIVERY ORDER.

FOB: Destination

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004		1	Lot	(b) (4)	(b) (4)

OPTION

GROUP 4 (OPTION YEAR 3)

FFP

Provide Fresh and Frozen Beef Products for resale to commissary locations in DeCA's East Region.

OPTION YEAR 3 PERIOD OF PERFORMANCE:

March 22, 2015 – March 19, 2016

SEE ATTACHMENT B, DELIVERY SCHEDULE.

SEE ATTACHMENT E, SCHEDULE OF SUPPLIES, FOR LINE ITEMS.

Group 4 includes: Albany, GA, Ft. Benning, GA, Ft. Bragg N, NC, Ft. Bragg S, NC, Camp Lejeune, NC, Camp Merrill, GA, Charleston AFB, SC, Charleston, NWS, SC, Cherry Point, NC, Ft. Gillem, GA, Ft. Gordon, GA, Hunter, GA, Ft. Jackson, SC, Jacksonville, FL, Key West, FL, Kings Bay, GA, Mayport, FL, MacDill, FL, Ft. McPherson, GA, Moody, GA, Patrick, FL, New River, NC, Robins, GA, Parris Island, SC, Shaw, SC, Seymour Johnson, NC, Ft. Stewart, GA.  
FUNDING: TO BE IDENTIFIED ON EACH DELIVERY ORDER.  
FOB: Destination

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005 OPTION	GROUP 5 (OPTION YEAR 3) FFP Provide 93% Lean Frozen Ground Beef Patties for resale to Ft. Worth Commissary located in DeCA's West Region.	1	Lot	(b) (4)	(b) (4)
OPTION YEAR 3 PERFORMANCE: March 22, 2015 - March 19, 2016 SEE ATTACHMENT B, DELIVERY SCHEDULE. SEE ATTACHMENT E, SCHEDULE OF SUPPLIES, FOR LINE ITEMS.					
Group 5 includes: Fort Worth Commissary, TX.					
FUNDING: TO BE IDENTIFIED ON EACH DELIVERY ORDER. FOB: Destination					

NET AMT

(b) (4)

## CLAUSES INCORPORATED BY REFERENCE

52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.212-4	Contract Terms and Conditions--Commercial Items	JUN 2010
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-17	Interest	OCT 2010
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.203-7003	Agency Office of the Inspector General	SEP 2010
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7008	Export-Controlled Items	APR 2010
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

52.204-4500 INSTALLATION ACCESS REQUIREMENTS (DEC 2001)

The contractor is responsible for ensuring compliance with installation access procedures for both personnel and vehicles.

CLAUSES INCORPORATED BY FULL TEXT

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters ALTERNATE I (JAN 2011)  
(a)(1) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(2) At the first semi-annual update on or after April 15, 2011, the Contractor shall post again any required information that the Contractor posted prior to April 15, 2011

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

5 Percent increase

5 Percent decrease

This increase or decrease shall apply to each line per delivery order.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2010)

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

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

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

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

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

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

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

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

(6) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

(7) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(8) [Reserved].

(9)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

- (ii) Alternate I (OCT 1995) of 52.219-6.
- (iii) Alternate II (MAR 2004) of 52.219-6.
- (10)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-7.
- (iii) Alternate II (MAR 2004) of 52.219-7.
- (11) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- (12)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2010) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (OCT 2001) of 52.219-9
- (iii) Alternate II (OCT 2001) of 52.219-9.
- (iv) Alternate III (JUL 2010) of 52.219-9.
- (13) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (14) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (15)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (JUNE 2003) of 52.219-23.
- (16) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (17) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).
- (19) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

- (20) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (21) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).
- (22) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (23) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (24) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- (25) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
- (26) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (28) (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.)
- (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)
- (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423)
- (ii) Alternate I (DEC 2007) of 52.223-16. .
- (31) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).
- (32) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_\_\_ (33)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

\_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.

\_\_\_ (34) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (35) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (36) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (37) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (38) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

\_\_\_ (39) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (40) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_ (41) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

\_\_\_ (42) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

\_\_\_ (43) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (44)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

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

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

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 1998) (29 U.S.C. 793).

(vii) Reserved.

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

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

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

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

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

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

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

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

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

(End of clause)

## 52.216-18 ORDERING. (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from March 20, 2011 through March 23, 2013 and pending the Government's decision to exercise the option periods of:

Option Period 1: March 24, 2013 - March 22, 2014  
Option Period 2: March 23, 2014 - March 21, 2015  
Option Period 3: March 22, 2015 - March 19, 2016

The Government also, may extend contract delivery beyond Option Year 3, not to exceed 6 months ( September 18, 2016).

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

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

(End of clause)

## 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 25% of the estimated weekly requirement (weekly requirement is 1/52 of the estimated yearly requirement), 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 1.5 times the ordering commissary store's estimated weekly requirement is 1/52 of the estimated yearly requirement;

(2) Any order for a combination of items in excess of 1.5 times the ordering commissary store's weekly requirement, weekly requirement is 1/52 of the estimated yearly requirement; or

(3) A series of orders from the same ordering office within 7days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(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) above.

(d) Notwithstanding paragraphs (b) and (c) above, 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 7days 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.

(End of clause)

## 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after September 18, 2016.

(End of clause)

## 52.216-4504 BASE PRICE AND SPECIAL FACTOR (MEAT ITEMS) (APR 2000)

The total unit price of each item shall be comprised of two parts: The Base Price and the Special Factor.

## a. BASE PRICE:

The base price shall be the weekly weighted average (Form No. 15175A) of prices appearing in the USDA National Carlot Meat Report ("The Blue Sheet") one week preceding the week of delivery. If a weekly weighted average is not quoted for the week, the last published weekly weighted average quote will be used. The average unit price shall consist of two decimal places.

**b. SPECIAL FACTOR:**

The special factor shall be in two decimal places. The special factor shall reflect any differences between the base price and the selling price. It will represent the amount to be added to or subtracted from the base price.

**52.216-4512 RESPONSIBILITY FOR ISSUANCE AND ADMINISTRATION OF ORDERS (MAY 1998)**

Orders may be placed against this contract by the Contracting Officer or authorized ordering officers located within the commissaries. Orders may be placed orally, electronically or in writing. Orders issued against this contract will be administered by the person who placed the order. Ordering Officers are authorized to modify orders and perform all administrative functions pertaining to such orders, including termination of orders due to late deliveries and other product nonconformances. However, administration of the contract and all terms and conditions therein, is the responsibility of the Contracting Officer.

**52.217-4500 OPTION TO EXTEND CONTRACT DELIVERY (AUG 2004)**

The Government may require continued delivery of any supplies within the limits and at the prices specified in the contract. This option provision may be exercised more than once, but the total extension of the delivery period hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor prior to expiration of the contract delivery period.

(End of Clause)

**52.217-4501 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (JUL 2003)**

a. The Government may extend the term of this contract by written notice to the Contractor at least 30 calendar days prior to expiration of the current contract period; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

b. If the Government exercises this option, the extended contract shall be considered to include this option provision.

c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years, 6 months.

**52.228-4500 LIABILITY TO THIRD PERSONS (APR 1997)**

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

## 52.228-4501 VEHICLE OPERATION AND INSURANCE (DEC 2001)

a. All private-owned and Contractor-owned vehicles shall be properly licensed, insured and safety inspected in accordance with applicable federal, state and local regulations. The following automotive liability coverage is required:

(1) For Contractor-owned vehicles: Bodily injury \$200,000 per person, \$500,000 per occurrence; property damage \$20,000 per occurrence.

(2) For privately-owned vehicles: Bodily injury and property damage insurance meeting requirements of state in which vehicle is registered.

b. Vehicles licensed or registered in a state which requires a mechanical safety inspection must display a valid inspection sticker.

c. All vehicles operating at the installation are subject to the installation traffic code, copies of which are available in the office of the installation Provost Marshal.

## 52.232-4500 DELIVERY TICKET INVOICE (DTI) PROCEDURES (APR 2000)

(a) As an alternative to submission of invoices to the designated paying office, the Contractor may elect to use the delivery ticket furnished at the time of delivery as its invoice. If the Contractor elects the delivery ticket method of invoicing, the following procedures shall apply:

(1) The delivery ticket/invoice (DTI) shall be furnished at the time of delivery to the specified delivery location (e.g., commissary, central distribution center). Two copies (original and one copy) of the DTI shall be furnished.

(2) The delivery ticket shall serve as both the receipt and the invoice for bill paying purposes.

(3) A separate invoice shall not be submitted to the designated paying office/Service Center.

(4) The Contractor's DTI must comply with paragraphs (g) and (i) of FAR 52.212-4, Contract Terms and Conditions--Commercial Items. Failure to comply with the requirements of these paragraphs may result in rejection of the supplier's DTI and delay payment.

(5) Each DTI will cover a single delivery (i.e., multiple deliveries may not be rolled up into a single DTI).

(6) When billing periods (rollups) apply, the DTIs provided with each delivery will be accumulated by the Government, and a consolidated payment will be made for all deliveries received and accepted during each billing/rollup period.

(b) The contractor /X / does // does not elect to use the DTI method of invoicing.

## 52.232-4503 REMIT TO ADDRESS (OCT 1995)

Remit to address (if other than Contractor/Offeror address on the face of this contract):

Address:

**Kenosha Beef International**

**P O Box 639**

**Kenosha, WI 53141**

Point of Contact for invoice inquiries: **Jean Chaffee**

Telephone Number: **(262) 859-2272 ext. 203**

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

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

<http://www.arnet.gov/far>

<http://www.farsite.hill.af.mil>

[www://www.acq.osd.mil/dpap/index.html](http://www.acq.osd.mil/dpap/index.html)

(End of clause)

## 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 2010)

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

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

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

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

(2)  252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3)  252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (OCT 2010) (15 U.S.C. 637).

(4) \_\_\_ 252.219-7004, Small Business Subcontracting Plan (Test Program) (OCT 2010) (15 U.S.C. 637 note).

(5) \_\_\_ 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

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

(7) \_\_\_ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8)  252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).

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

(10) \_\_\_ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(11)(i) \_\_\_ 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) \_\_\_ Alternate I (SEP 2008)

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

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

(14)(i) \_\_\_ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) \_\_\_ Alternate I (JUL 2009) of 252.225-7036.

- (15) \_\_\_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (16) \_\_\_ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- (17) \_\_\_ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (18) \_\_\_ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (19) X 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (20) \_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (21) ~~\_\_\_ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).~~
- (22) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (23) ~~\_\_\_ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010) (Section 807 of Public Law 111-84).~~
- (24) \_\_\_ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).
- (25)(i) X 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) \_\_\_ Alternate I (MAR 2000) of 252.247-7023.
- (iii) X Alternate II (MAR 2000) of 252.247-7023.
- (iv) \_\_\_ Alternate III (MAY 2002) of 252.247-7023.
- (26) \_\_\_ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:
- (1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (2) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (3) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).
- (4) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(5) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

## **IMPORTANT NOTICE**

*Upon award of this contract, the Agency intends to make public the total contract award amount, as well as any awarded individual contract line item pricing (CLIN and Sub-CLIN), within the Agency's electronic reading room located @ [www.commissaries.com](http://www.commissaries.com).*

*Unexercised Option year prices will not be published.*

*This action is being taken to ensure contract award information is available to the general public, as it was in the past, pursuant to the President's January 21, 2009 memorandum regarding the Freedom of Information Act (FOIA).*

ATTACHMENT A

# Defense Commissary Agency Technical Data Sheet for Fresh/Frozen Beef Products

## April 2010

### GENERAL PRODUCT REQUIREMENTS

A. Fresh beef products will conform to the requirements of the National Association of Meat Purveyors, Meat Buyers Guide, listed next to the nomenclature, unless otherwise specified in the contract item description, or this Technical Data Sheet.

B. Unless otherwise specified in the contract item description, surface, pelvic, kidney and lumbar fat shall not exceed a  $\frac{1}{4}$  inch average with not more than a  $\frac{1}{2}$  inch at any one point. Three cuts approximately 2 to 3 inches apart, shall be made over the major muscle and averaged to determine compliance.

C. All products, unless otherwise specified, will be USDA Choice or higher. Angus Beef shall be derived from one of the GLA schedules, <http://www.ams.usda.gov/AMSV1.0/ams.search.do?q=angus+beef+program&x=17&y=10> or an equal program. At a minimum, Angus Beef must be 51% black and of "A" maturity. Natural and Organic beef items will be as specified by the USDA Marketing Service.

D. No dairy type cattle are acceptable for this program, except for ground beef.

E. All products, unless otherwise specified, will be chilled, vacuumed pack and single package form. Product temperature must be between 28 degrees F. (-2 degrees C.) to 35 degrees F. (4 degrees C.) at all times.

F. Age of product at delivery: Vacuum packaged primals and sub-primals shall be delivered within 10 days from date of pack for CONUS locations. Ground beef, coarse & fine, must be delivered within 9 days from date of pack for CONUS locations. All products destined for Alaska and Hawaii are preferred to be delivered within 10 days. However, the maximum time allowed for all products destined for Alaska and Hawaii is within 14 days from date of pack.

G. Beef items destined for OCONUS Commissaries must be at the point of embarkation between 3-5 days before scheduled sailing. Primals and sub primals must be not more than 5 days old from Date of Pack at the time they arrive at the POE.

H. Consumer Ready Product, such as fresh ground beef patties or pre-cut packaged items must have a minimum of 7 days or 50% of their required shelf life remaining at the time of delivery. All tray ready items will have soaker-pads properly added to eliminate normal purge.

I. No Routine Lab Testing will be allowed unless product has been identified as a possible source of a food borne illness investigation or as approved by the DeCA Contracting Officer. Lab Fat Testing for 97/3 will be performed in accordance with agreed upon contract. Reference Sampling Chart on page 6, ACCEPTANCE CRITERIA FOR FAT EXAMINATION FOR BONELESS BEEF FOR GRINDING, CUBEING, STEW AND KABOBS

PACKAGING, PACKING, LABELING, AND MARKING

A. Packaging shall be in accordance with commercial practices, unless otherwise specified in the individual item description. Each item will be individual vacuum packaged unless otherwise approved by the Contracting Officer.

B. Packing shall be in accordance with acceptable commercial practice. Shipping containers and closure of shipping containers shall be in accordance with either the Uniform Freight Classification or the National Motor Freight Classification, as applicable. Unless otherwise specified in the individual item description, the net weight of individual shipping containers shall not exceed 90 pounds.

C. Labeling shall be in accordance with commercial labeling and shall comply with the Federal Food, Drug and Cosmetic Act and associated regulations.

D. Marking shall be in accordance with commercial practices, provided the following data are included:

Contractor Name  
Item Nomenclature  
Quantity, Size, Unit or Net Weight (when applicable)  
Date Packed (e.g. day/month//year or Julian date)  
Lean and Fat Percentage (when applicable)

CORE BOXED BEEF ITEMS

IMPS 116A; Beef Chuck, Chuck-roll; PSO 4; 15-23 lbs

IMPS 114A; Beef Chuck, Shoulder Clod; 1 piece; 10-16 lbs

IMPS 114C; Beef Chuck, Shoulder Clod; 2 piece (Blade & Arm); Item will be split length wise into arm and blade portion 10-16 lbs

IMPS 114D Beef Chuck Shoulder Clod Top Blade Roast; Infraspinatus Muscle only; 4-8 lbs

IMPS 114E; Beef Chuck Shoulder Clod Arm Roast; trimmed

IMPS 116B; Beef Chuck, Chuck Tender; 2-4 lbs

IMPS 120; Beef Brisket, Deckle-off, Boneless; 6-14 lbs

IMPS 120A; Beef Brisket, Flat Cut, Boneless; 5-9 lbs

IMPS 109E; PSO 3, Beef Rib, Rib-eye roll, Lip-on, Bone-in; 12-19 lbs

IMPS 112A; Beef Rib, Rib-eye roll, Lip-on, Boneless, 12-18 lbs

IMPS 112; Beef Rib, Rib-eye roll, Lip-off, Boneless, 8-10 lbs

IMPS 121D; Beef Plate, Inside Skirt, Transversus Abdominous, skinned; 3-5 lbs

IMPS 121E; Beef Plate, Outside Skirt, Diaphragm, skinned; 3-5 lbs

IMPS 123A; Beef Short Plate, Short Ribs, Trimmed; 3-5 lbs

IMPS 124; Beef Ribs, Back Ribs; 3-5 lbs

IMPS 157; Beef Hindshank;

IMPS 134; Beef Bones;

IMPS 161B; Beef Round, Heel and Shank Off, Without Knuckle, Boneless; 34-50 lbs

IMPS 167A; Beef Round, Knuckle, Peeled; 8-12 lbs

IMPS 169; Beef Round, Top Inside; 15-23 lbs

IMPS 169; Beef Round, Top Inside, Denuded; 15-20 lbs

IMPS 171B; Beef Round, Outside Round; 10-16 lbs

IMPS 171C; Beef Round, Eye of Round; 3-7 lbs

IMPS 174; PSO 2; Beef Loin, Short Loin, Short-cut; 15-23 lbs

IMPS 180; PSO 2; Beef Loin, Strip Loin, Short-cut, Boneless; 8-12 lbs

IMPS 184; Beef Loin, Top Sirloin Butt, Boneless, 13-18 lbs

IMPS 184E; Beef Loin, Top Sirloin Butt, Center-cut, 2 piece Boneless; 7-11 lbs

IMPS 185A; Beef Loin, Bottom Sirloin Butt Flap, Boneless; 1-3 lbs

IMPS 185B; Beef Loin, Bottom Sirloin Butt Ball Tip, Boneless; 2-4 lbs

IMPS 185D; Beef Loin, Bottom Sirloin Butt Tri-Tip, Boneless, Defatted; 2-4 lbs

IMPS 189A; Beef Loin, Tenderloin, Full Side Muscle On, Defatted; 5lbs & under

IMPS 191A; Beef Loin, Tenderloin Butt, Defatted; 5 lbs & under

IMPS 193; Beef Flank, Flank Steak; 1-3 lbs

*Beef, Specialty Items:* See contract item descriptions for requirements.

IMPS 115; Beef Chuck, Square-cut, Boneless, No Roll: **Item is to be used for grinding only**

IMPS 159; Beef Round, Primal, Boneless, No Roll: **Item is to be used for grinding only**

IMPS 135A; Beef for Stewing, 10lb bags

IMPS 139; Beef, Trimmings, Boneless; 50% Lean

IMPS 139; Beef, Trimmings, Boneless; 90% Lean

IMPS 136: Beef, Coarse Ground, 10 lb chubs; 73%, 81%, 85%, 93%, 96%, 97 Lean

IMPS 136: Beef, Coarse Ground blend, 10 lb chubs; 73%, 81%, 85%, 93%, 96%, 97 Lean

IMPS 136: Beef, Fine Grind chubs; one, three & five lb units; Ground Beef, Chuck, Round & Sirloin

IMPS 1136: Ground Beef Patties Bulk, fresh or frozen; Requirements as stated in the contract

SPECIAL INSTRUCTIONS FOR COARSE GROUND BEEF

MATERIAL - Must be manufactured of muscle meat and its associated fat and meet requirements of IMPS Item No. 136. Coarse ground and/or chopped beef portions may be prepared from graded or ungraded beef carcasses and/or beef trimmings. Product produced from the Advanced Meat Recovery Systems (AMRS) "Wizard trim" will not be used for coarse ground unless special care has been taken to remove the following material:

a. Dark discolored and bloody neck meat, bone, cartilage, spinal cord, back strap and heavy connective tissue.

b. All large lymph nodes (prescapular, popliteal, and prefemoral) and any exposed lymph glands.

Product shall be practically free of bruises, blood clots and bone dust. Meat from head, tongue, heart, esophagus or "straight" (added fat) is not acceptable.

Not more than 50% of material can be previously frozen. Previously frozen material will not be held in the chilled state more than 72 hours prior to grinding. Fresh trimmings must be ground and packaged not more than 48 hours from initial fabrication. At no time will material product exceed 40 degrees F. during holding and processing.

PROCESSING - Product will not be ground more than once through a plate having holes not smaller than 3/4 inch nor larger than 1 inch. Chilled coarse ground product must have a guaranteed shelf life of 18 days or more and delivered within 9 days from date of pack. Frozen coarse ground beef tubes must have a guaranteed shelf life of 6 months or more.

ACCEPTANCE CRITERIA FOR FAT EXAMINATION  
FOR BONELESS BEEF FOR GRINDING, CUBEING, STEW AND KABOBS

All boneless beef items and coarse ground beef intended for use, as finished product shall not exceed maximum allowable fat percentages. A tolerance of 2 percent plus or minus the fat content is allowed. **The 2% tolerance does not apply to the 97 percent ground beef products. It must test at 97 percent or better.** Fine Grind product is allowed in lieu of coarse ground when approved by the Contracting Officer

Coarse Ground:

Lean	a. Beef, Coarse Ground	*97, 96, 93, 85, 81, 73 Percent
Lean	b. Beef, Ground Blend	*97, 96, 93, 85, 81, 73 Percent

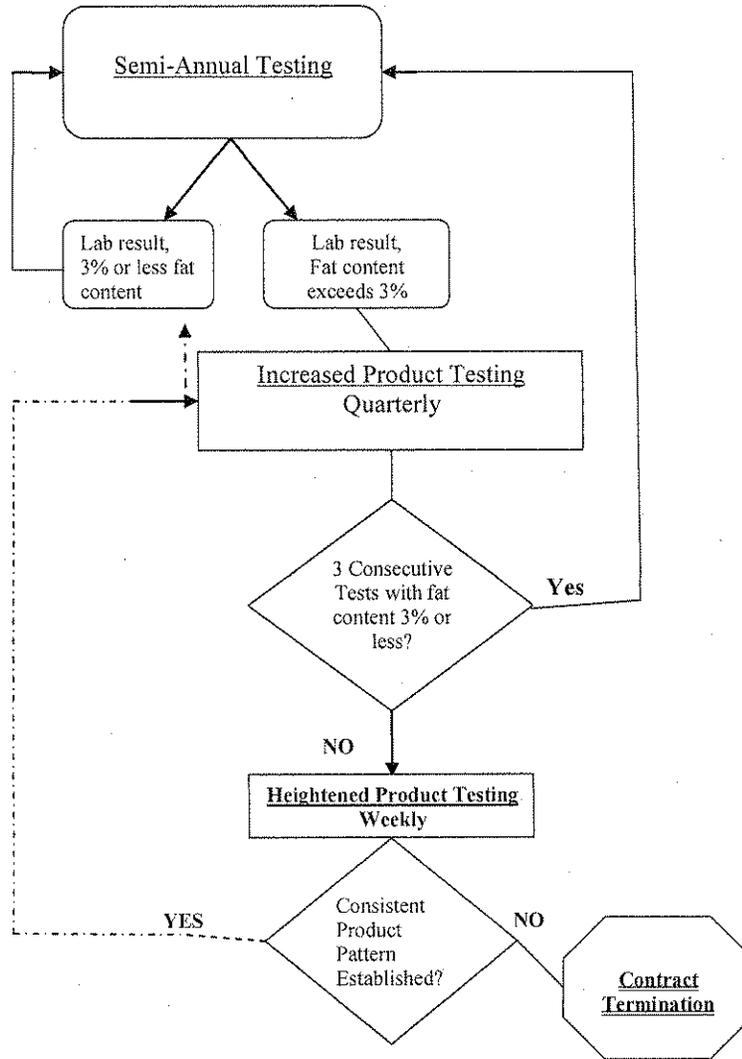
Beef for Cube Steak, Stew Meat and Kabobs:

- a. Beef, Trimmings, Boneless 50 Percent Lean
- b. Beef, Trimmings Special, Boneless 90 Percent Lean
- c. Beef, Cap and Wedge Meat, peeled/denuded
- d. Beef, Pectoral Meat, peeled/denuded
- e. Beef, Stew Meat, 10 lb bags

The above may be produced from product less than USDA Choice Grade.

97+% Extra Lean Coarse Ground Beef Testing

1. This ground beef program has no tolerance for product that exceeds the 3% fat content. The awarded contractor's testing program will be moved to the appropriate level based upon their product test results.
2. Failure of a semi-annual test result will require that testing be performed at an increased product testing level. Three successful consecutive test results will allow the supplier to move back to the semi-annual testing program.
3. Three unsuccessful results under the increased product testing program will cause the vendor to be moved to the heightened product testing program, the most restrictive sampling program before a vendor's program is considered for contract termination.
4. Vendor's testing levels will be approved by the Quality Assurance Program Manager.



CONDITION

**All products procured under this TDS must be in excellent condition. Product that is in excellent condition must be as follows:**

Meat in excellent condition has a degree of freshness exhibited by meat maintained at an optimum temperature of 28 degrees F. (-2 degrees C.) to 35 degrees F. (4 degrees C.). Product shall show no evidence of freezing or mishandling. The cut surfaces and naturally exposed lean shall show no more than slight darkening or discoloration due to dehydration and/or aging. No odors foreign to fresh beef shall be present and the surface should not exhibit slime, stickiness or tackiness. Changes in color and odors characteristically associated with vacuum packaged meat in excellent condition shall be acceptable if product blooms and odors dissipate when exposed to the normal atmosphere. The final determination of excellent condition shall be based on all product characteristics.

QUALITY STANDARDS

**Fat Limitations** - Shall be in accordance with IMPS 100 series for fresh Beef products and Quality Assurance Provisions. The method that shall be applied for trimming all DeCA products is \* Purchaser Specified Option (FLO) 3, 1/4" average with not more than 1/2" maximum at any point. Measurements should be done over the major muscle. **Defect number 140 will be used.**

\* NAMP Meat Buyers Guide, Weekly USDA National Carlot Report Fat Limitation 2

Cuts should be visually examined for compliance with surface fat and contract requirements. If visual examination indicates that the product is in compliance with DeCA requirements, no further action is required. If visual examination indicates a possible violation exists, a full inspection will be performed.

**Item Identification** - All products shall be monitored for proper identity in accordance with the IMPS 100 Series for Fresh Beef Products. **No defect number.**

**Weight Ranges** - All products shall be monitored for designated weight ranges in accordance with the applicable contract. **No defect number.**

**Special Waivers for Beef Items**

- a. 120A - Beef Brisket Flat Cut; slight amount of web muscle, *Superficial Pectoral Muscle*, may be present on the lateral side.
- b. 185D - Beef Loin, Bottom Sirloin Butt Ball Tip, Boneless Defatted, product may have some flake fat not to exceed 1/8 inch in depth.
- c. 167A - Beef Round Knuckle Peeled; any lean exposure, on the distal end, will be acceptable providing it covers 75% as required in the item description.

**Workmanship** - Presence of any of the following non-conformities will constitute a variation from quality. Non-Conformances reports will be reported to DeCA Contracting and the local Region HQ on a DeCA form 10-21.



DeCAF 10-21 Sep  
2002.doc

#### Beef Item Defect Table and Normal Sample Sizes Table

- 104 Unauthorized bone or cartilage measuring 1.0 inch (25 mm) or more in one dimension and 0.2 inch (5 mm) or more in a second dimension.
- 106 Unauthorized backstrap measuring 1.0 inch (25 mm) or more in one dimension and 0.5 inch (13 mm) or more in a second dimension.
- 127 Evidence of dark cutting or callused beef.
- 140 Excessive fat on product. More than a  $\frac{1}{4}$  inch average, with not  
more than  $\frac{1}{2}$  inch at any one point over the major muscle.
- 205 Presence of score more than 0.5 inch (13 mm) in depth at deepest point and when is multiplied by the length is equal to or greater than 2, and affects the usability of the cut.
- 206 All cut separations not forming an approximate right angle with the skin surface (not applicable for cut separations through natural seams). (*Applies to Short Loin and Sirloin items only*)
- 214 The tendinous ends of knuckles and bottom rounds to a point where a cross - sectional cut exposes no less than 75 percent lean tissue.
- 218 Prescapular, Popliteal, and Prefemoral and/or any other exposed lymph glands measuring 1.0 inch (25 mm) or more in one dimension and 0.5 (13 mm) or more in a second dimension.
- 238 The clod is less than 1.0 inch (25 mm) thick at any point except within  $\frac{1}{4}$  inch (19 mm) of the juncture of the trapezius and latissimus dorsi. (Item No. 114A)
- 294 Presence of any portion of the spinal cord measuring 0.5 inch (13 mm) or more in one dimension and 0.2 inch (5 mm) in a second dimension.

**Normal Samples Sizes:**

Lot Size	Sample Size	Defects	
		Ac	Re
1-50	3	1	2
51-150	5	2	3
151-500	8	3	4
500+	13	5	6

ATTACHMENT B

ATTACHMENT - B  
DEFENSE COMMISSARY AGENCY

DELIVERY SCHEDULE

(STANDALONE DOCUMENT)

DELIVERY DAY & TIME								
COMMISSARY LOCATION	Sun. Delivery Hours	Mon. Delivery Hours	Tue. Delivery Hours	Wed. Delivery Hours	Thurs. Delivery Hours	Fri. Delivery Hours	Sat. Delivery Hours	
1 Albany, MCLB 814 Radford Ave., Ste. 20327 Albany, GA 31704-0327				0600-1400				
2 Fort Benning 9230 Marne Rd. Fort Benning, GA 31905-6203		0600-1400			0600-1400			
3 Fort Bragg (North Post) 3571 Butner Rd., Bldg. 8-5476 Fort Bragg, NC 28307-5000			0600-1400					
4 Fort Bragg (South Post) William Hefner Shopping Complex 1017 Canopy Lane Fort Bragg, NC 28310-5000			0600-1400	0600-1400		0600-1400		
5 Camp Lejeune MCB 1230 Holcomb Blvd. Camp Lejeune, NC 28547-2513			0600-1400		0600-1400			
6 Camp Merrill Camp Wahsega Rd. Dahlonoga, GA 30533-9499 (Supp. By Ft. Gillem)								
7 Charleston AFB Bidg. 1991, 103 Lawson Dr. Charleston AFB, SC 29404-2198		0600-1400						

\*Delivery days that have been changed are in bold print.

		DELIVERY DAY & TIME						
	COMMISSARY LOCATION	Sun. Delivery Hours	Mon. Delivery Hours	Tue. Delivery Hours	Wed. Delivery Hours	Thurs. Delivery Hours	Fri. Delivery Hours	Sat. Delivery Hours
8	Charleston NWS 1797 Red Bank Rd. Goose Creek, SC 29445-6513		0600-1400					
9	Cherry Point MCAS Bldg 3918 E St., PSC 8030 Cherry Point, NC 28533-0030			0600-1400				
10	Fort Gillem 4598 N. 3rd St. Forest Park, GA 30297-5125			0600-1400				
11	Fort Gordon Third Ave. Bypass, Bldg. 37200 Fort Gordon, GA 30905-5665		0600-1400					
12	Hunter AAF 89 Haley Ave., Suite 10 Hunter AAF, GA 31409-5191			0600-1400				
13	Fort Jackson 4716 Commissary Way Fort Jackson, SC 29207-6060		0600-1400					
14	Jacksonville NAS 951 Allegheny Ave. NAS Jacksonville, FL 32212-0042		0600-1400			0600-1400		
15	Key West NAS 811 Sigsbee Rd. Key West, FL 33040- 9061		0600-1400				0600-1400	
16	Kings Bay NSB 1209 USS Daniel Boone Ave. Kings Bay, GA 31547-2506		0600-1400					

		DELIVERY DAY & TIME						
	COMMISSARY LOCATION	Sun. Delivery Hours	Mon. Delivery Hours	Tue. Delivery Hours	Wed. Delivery Hours	Thurs. Delivery Hours	Fri. Delivery Hours	Sat. Delivery Hours
17	MacDill AFB 2908 N. Boundary Blvd. Macdill AFB, FL 33621-5009			0600-1400				
18	Fort McPherson 1374 Johnson Ave. SW Fort McPherson, GA 30330-1043							
19	Mayport NS 2294 Mayport Rd. #51 Atlantic Beach, FL 32233-6336					0600-1400		
20	Moody AFB 4333 George St. Moody AFB, GA 31699-1711		0600-1400					
21	Patrick AFB 1225 S. Patrick Dr. Patrick AFB, FL 32925-3604			0600-1400				
22	New River MCAS 4055 Curtis Rd. Jacksonville, NC 28545-1006				0600-1400			
23	Parris Island MCRD Wake Blvd., Bldg. 407 MCRD Parris Island, SC 29905-0039		0600-1400					
24	Robins AFB 660 11th St. Robins AFB, GA 31098-2428				0600-1400			
25	Shaw AFB 531 Shaw Drive, Bldg. 1420 Shaw AFB, SC 29152-5033		0600-1400					

		DELIVERY DAY & TIME						
COMMISSARY LOCATION	Sun. Delivery Hours	Mon. Delivery Hours	Tue. Delivery Hours	Wed. Delivery Hours	Thurs. Delivery Hours	Fri. Delivery Hours	Sat. Delivery Hours	
27 Seymour Johnson AFB 1310 Edwards St. Seymour Johnson, AFB, NC 27534-5536			0600-1400		0600-1400			
28 Fort Stewart 200 Vilseck Rd. Fort Stewart, GA 31314-5134			0600-1400					

ATTACHMENT CATTACHMENT – CDEFENSE COMMISSARY AGENCY  
GUARANTEED SHELF LIFE

	<b>SHELF LIFE FROM DOP (IN DAYS)</b>
<b>(Fresh, Chilled)</b>	
BEEF, COARSE GROUND, 97+% LEAN, IMPS 136, U-23.	18-20
BEEF, DICED, STEW, IMPS 135A, U-35.	18-20
BEEF, STEAK CUBE, IMPS 1100.	18-20
<b>(Frozen)</b>	
BEEF, PATTIES, 75% LEAN, IMPS 1136, U-25	270
BEEF, PATTIES, 93% LEAN, IMPS 1136, U-23	270

ATTACHMENT D

**Kenosha Beef**

INTERNATIONAL  
Post Office Box 639  
Kenosha, Wisconsin 53141  
(262) 859-2272  
Fax (262) 859-2078

ATTACHMENT D

ATTACHMENT - D  
DEFENSE COMMISSARY AGENCY  
DELIVERY SCHEDULE COMPLIANCE CERTIFICATION

I certify that Kenosha Beef International dba Birchwood Foods intends to comply with the delivery schedule at Attachment C for the following Group(s): 1, 2, 3, 4

Any deviations to the delivery schedule shall be in accordance with Addendum to FAR 52.212-4, Paragraph 7.

An alternate delivery schedule [ is] or [ is not] proposed for the Group(s) that follow: *(attach required documentation in accordance with Addendum to FAR 52.212-1, Paragraph 6, Section 2)*

  
Signature

Bill Curran  
Print Name of Authorized Official

Regional Sales Manager/S.B.L.O.  
Title

November 15, 2010  
Date

Birchwood Foods  
Kenosha, WI

Birchwood Foods  
Columbus, OH

Birchwood Foods  
Norcross, GA

Birchwood Foods  
Frankfort, IN

Birchwood Transport  
Kenosha, WI

ATTACHMENT E

SEE STAND ALONE DOCUMENT

ATTACHMENT – E

SCHEDULE OF SUPPLIES/PRICING SPREADSHEET  
(STANDALONE DOCUMENT)

		SUPPLIERS/SERVICES					
Line Item Number	BEEF PRODUCTS ITEM DESCRIPTION	Global Trade ID# (GTIN)	Universal Product Code (UPC)	Size	Estimated Quantity	Unit Price	Estimated Amount
<b>GROUP 2</b>	<b>GROUND BEEF (Fresh, Chilled)</b>						
0002AA	BEEF CHIBS, COARSE GROUND, 87% EXTRA LEAN, IMP5 154, FOR PRICING, USE PAGE 2 OF CARLOT, U-23 - "GROUND BEEF"	10044375371706	44375371700	LBS	400,360	\$3.06	\$1,225,101.60
	<b>BEEF PRODUCTS (Fresh, Chilled)</b>						
0002AB	BEEF FOR STEWING, 10L B BAGS, IMP5 155A, U-35	10044375695000	44375695000	LBS	219,035	\$3.24	\$709,673.40
	<b>GROUND BEEF FROZEN PATTIES</b>						
0002AC	GROUND BEEF PATTIES, 93% LEAN, BULK, IMP5 1136, U23	10044375176998	44375176990	LBS	43,670	\$2.38	\$104,410.60
0002AD	GROUND BEEF PATTIES, 75% LEAN, BULK, IMP5 1136, U25	10044375176999	44375176990	LBS	17,140	\$2.14	\$36,679.60
	<b>CASE READY PRODUCTS SPECIALTY/ITEM/VARIETY MEATS</b>						
0002AE	BEEF, CUBE STEAK, IMP5 1100 (CASE READY) (FIXED PRICE)	10044375695208	44375695200	LBS	83,482	\$2.91	\$242,932.62
0002AF	SPECIAL, BUY'S (in Accordance with Addendum to FAR 52.212-4, Paragraph 12) DO NOT PRICE.						
<b>TOTAL FOR GROUP 2:</b>					<b>763,987</b>		<b>\$2,316,797.82</b>
<b>BASE PERIOD TOTAL FOR GROUP 2 (ANNUAL X 2):</b>					<b>1,527,774</b>		<b>\$4,637,595.64</b>

Group 2 includes: Aberdeen, MD, Andrews, MD, Annapolis, MD, Ardec-Piedmont, NJ, Banger, ME, Ft Belvoir, VA, Bolling DC, Brunswick, ME, Carlisle Barracks, PA, C E Kelly, PA, Danlign, VA, Ft Detrick, MD, Dover, DE, Ft Drum, NY, Ft Eustis, VA, Ft Hamilton, NY, Hanscom, MA, Lakehurst, NJ, Langley, VA, Ft Lee, VA, Little Creek, VA, McGuire, NJ, Mitchell Field, NY, Ft Meade, MD, Ft Monmouth, NJ, Ft Myer, VA, New London, CT, Newport, RI, Norfolk, VA, Oceana, VA, Patuxent River, MD, Portsmouth NS, NH, Portsmouth NNSY, VA, Quantico, VA, Saratoga Springs, NY, Sugar Grove, WV, Topsham, PA, Walker Reed, MD, West Point, NY.

		SUPPLIERS/SERVICES					
Line Item Number	BEEF PRODUCTS ITEM DESCRIPTION	Global Trade ID# (GTIN)	Universal Product Code (UPC)	Size	Estimated Quantity	Unit Price	Estimated Amount
<b>GROUP 3</b>	<b>GROUND BEEF (Fresh, Chilled)</b>						
0003AA	BEEF CHUBS, COARSE GROUND, 87% EXTRA LEAN, IMP9 136, FOR PRICING, USE PAGE 2 OF CARLOT, U-23 - "GROUND BEEF"	10044375371706	44375371700	LBS	432,640	\$3.06	\$1,323,878.40
	<b>BEEF PRODUCTS (Fresh, Chilled)</b>						
0003AB	BEEF FOR STEWING, 10 LB BAGS, IMP9 136A, U-35	10044375898000	44375898000	LBS	26,288	\$3.24	\$85,075.92
	<b>GROUND BEEF FROZEN PATTIES</b>						
0003AC	GROUND BEEF PATTIES, 83% LEAN, BULK, IMP9 1136, U23	10044375176998	44375176990	LBS	196,380	\$2.38	\$467,384.40
0003AD	GROUND BEEF PATTIES, 75% LEAN, BULK, IMP9 1136, U25	10044375178899	44375176990	LBS	19,370	\$2.08	\$40,289.60
	<b>CASE READY PRODUCTS SPECIALTY/ITEM/VARIETY MEATS</b>						
0003AE	BEEF CUBE STEAK, IMP9 1100 (CASE READY) (FIXED PRICE)	10044375898208	44375898200	LBS	20,379	\$2.31	\$59,302.89
0003AF	SPECIAL BUY'S (In Accordance with Addendum to FAR 52.212-4, Paragraph 72, DO NOT PRICE						
<b>TOTAL FOR GROUP 3:</b>					695,027		\$1,975,931.21
<b>BASE PERIOD TOTAL FOR GROUP 3 (ANNUAL X 2):</b>					1,390,054		\$3,951,862.42

Group 3 includes: Arnold AFS, TN, Barksdale AFB, LA, Columbus MS, Eglin, FL, Ft. Polk, LA, Ft. Rucker, AL, Gulfport NCBC, MS, Gunter, AL, Hurlburt Field, FL, Keesler, MS, Little Rock AFB, AR, Memphis NAS, TN, Maxwell AFB, AL, Meridian NAS, MS, New Orleans, LA, Pensacola, FL, Redstone Arsenal, AL, Tyndall, FL, Whiting Field, FL

KENOSHA BEEF INTERNATIONAL DBA BIRCHWOOD FOODS

BEEF PRODUCTS FOR DECA EAST REGION COMMISSARIES

		SUPPLIES/SERVICES					
Line Item Number	BEEF PRODUCTS ITEM DESCRIPTION	Global Trade ID# (GTIN)	Universal Product Code (UPC)	Size	Estimated Quantity	Unit Price	Estimated Amount
<b>GROUP 4</b>	<b>GROUND BEEF (Fresh, Chilled)</b>						
0004AA	BEEF, CHUBS, COARSE GROUND, 91% EXTRA LEAN, IMPS 115. FOR PACKING, USE PAGE 3 OF CARLOT, U-23 - "GROUND BEEF"	10044375371706	44375371706	LBS	1,064,890	\$3.06	\$3,258,532.80
	<b>BEEF PRODUCTS (Fresh, Chilled)</b>						
0004AB	BEEF FOR STEWING, 10LB BAGS, IMPS 135A, U-35	1004437569600	4437569600	LBS	89,413	\$3.24	\$289,698.12
	<b>GROUND BEEF FROZEN PATTIES</b>						
0004AC	GROUND BEEF PATTIES, 93% LEAN, BULK, IMPS 1136, U23	10044375176998	44375176990	LBS	221,320	\$2.38	\$526,741.80
0004AD	GROUND BEEF PATTIES, 75% LEAN, BULK, IMPS 1136, U28	10044375176999	44375176990	LBS	84,050	\$2.14	\$179,867.00
	<b>CASE READY PRODUCTS SPECIALTY ITEM/VARIETY MEATS</b>						
0004AE	BEEF, CUBE STEAK, IMPS 1100 (CASE READY) (FIXED PRICE)	10044375696208	44375696200	LBS	42,879	\$2.91	\$124,777.89
0004AF	SPECIAL BURS (In Accordance with Addendum to FAR 52.212-4, Paragraph 12), DO NOT PRICE.						
<b>TOTAL FOR GROUP 4:</b>					<b>1,502,542</b>		<b>\$4,379,617.41</b>
<b>BASE PERIOD TOTAL FOR GROUP 4 (ANNUAL X 2):</b>					<b>3,005,084</b>		<b>\$8,759,234.82</b>

Group 4 includes: Albany, GA, Ft. Benning, GA, Ft. Bragg, NC, Ft. Bragg, NC, Camp Lejeune, NC, Camp Merrill, GA, Charleston AFB, SC, Charleston, NWS, SC, Cherry Point, NC, Ft. Gillem, GA, Ft. Gordon, GA, Hunter, GA, Ft. Jackson, SC, Jacksonville, FL, Key West, FL, Kings Bay, GA, Mayport, FL, MacDill, FL, Ft. McPherson, GA, Moody, GA, Patrick, FL, New River, NC, Robins, GA, Parris Island, SC, Shaw, SC, Seymour Johnson, NC, Ft. Stewart, GA