

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

1. REQUISITION NUMBER _____ PAGE 1 OF _____

2. CONTRACT NO. _____ 3. AWARD/EFFECTIVE DATE _____ 4. ORDER NUMBER _____ 5. SOLICITATION NUMBER _____ 6. SOLICITATION ISSUE DATE _____

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

9. ISSUED BY _____ CODE _____ 10. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE: % FOR:
 SMALL BUSINESS EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 NAICS: _____
 SIZE STANDARD: _____ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
 12. DISCOUNT TERMS _____
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATING _____
 14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO _____ CODE _____ 16. ADMINISTERED BY _____ CODE _____

17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____ 18a. PAYMENT WILL BE MADE BY _____ CODE _____
 TELEPHONE NO. _____

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA _____ 26. TOTAL AWARD AMOUNT (For Govt. Use Only) _____

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

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED
 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR _____ 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) _____

30b. NAME AND TITLE OF SIGNER (Type or print) _____ 30c. DATE SIGNED _____ 31b. NAME OF CONTRACTING OFFICER (Type or print) _____ 31c. DATE SIGNED _____

BLOCK 8 (continued):

OFFER DUE DATE/LOCAL TIME: All offers are due 1:00PM EDT. Offer due dates are as follows:

<u>REGIONS</u>	<u>ZONES</u>	<u>OFFER DUE DATE</u>
Calif. Plus	N. CA, NW NV, Pacific Expt	Thursday 24 August 2006
	LA	Thursday 24 August 2006
	SD	Thursday 24 August 2006
	AZ	Thursday 24 August 2006
	So NV & Parts of Utah	Thursday 24 August 2006
Southeast	Al & FL Panhandle	Thursday 24 August 2006
	GA	Thursday 24 August 2006
	FL North	Thursday 24 August 2006
	FL Central	Thursday 24 August 2006
	FL South Puerto Rico	Thursday 24 August 2006
Southern	Arkansas	Thursday 24 August 2006
	Louisiana	Thursday 24 August 2006
	Mississippi	Thursday 24 August 2006
Northwest	Seattle	Thursday 21 September 2006
	Spokane, Idaho	Thursday 21 September 2006
	Oregon	Thursday 21 September 2006
	Alaska	Thursday 21 September 2006
Denver	Colorado,W. SD, E Wyoming	Thursday 21 September 2006
	Utah	Thursday 21 September 2006
	Montana, N. WY, W ND, SD	Thursday 21 September 2006
Texas	Dallas/ Ft. Worth	Thursday 21 September 2006
	El Paso	Thursday 21 September 2006
	Houston	Thursday 21 September 2006
	San Antonio	Thursday 21 September 2006
New England	CT, MASS,ME, NH, RI, Vt	Thursday 21 September 2006
	Upper NY	Thursday 21 September 2006
Central	Missouri	Thursday 12 October 2006
	KY, OH, IND	Thursday 12 October 2006
	Tennessee	Thursday 12 October 2006
South Central	NM, COL	Thursday 12 October 2006
	OK, TX Panhandle	Thursday 12 October 2006
	NE & Kansas	Thursday 12 October 2006
Great Lakes	Illinois	Thursday 12 October 2006
	MICH & Part of Ohio	Thursday 12 October 2006
	Pt Ohio, W. Pa., WV	Thursday 12 October 2006
Mid West	Wisconsin	Thursday 12 October 2006
	Minnesota, E SD	Thursday 12 October 2006
	Iowa	Thursday 12 October 2006
	ND	Thursday 12 October 2006
Mid Atlantic	NY, NJ, Pa	Thursday 12 October 2006

MD, N Va., DC, DEL, Pt of WV.

Thursday 12 October 2006

BLOCK 9 (continued):

ALL OFFERS/MODIFICATIONS/WITHDRAWALS MUST BE PLAINLY MARKED ON THE **OUTERMOST ENVELOPE** WITH THE SOLICITATION NUMBER, CLOSING DATE, AND TIME SET FOR THE RECEIPT OF OFFERS.

SEND **MAILED OFFER** TO:

DEFENSE LOGISTICS AGENCY
DEFENSE SUPPLY CENTER PHILADELPHIA
POST OFFICE BOX 56667
PHILADELPHIA, PA 19111-6667

DELIVER **HANDCARRIED OFFER**, INCLUDING DELIVERY BY COMMERCIAL CARRIER TO:

DEFENSE SUPPLY CENTER PHILADELPHIA
BUSINESS OPPORTUNITIES OFFICE
BLDG. 36, SECOND FLOOR
700 ROBBINS AVENUE
PHILADELPHIA, PA 19111-5092

ALL HAND-CARRIED OFFERS ARE TO BE DELIVERED TO THE BUSINESS OPPORTUNITIES OFFICE BETWEEN 8:00 AM AND 5:00 PM, MONDAY THROUGH FRIDAY, EXCEPT FOR LEGAL FEDERAL HOLIDAYS AS SET FORTH IN 5 USC 6103.

OFFERORS THAT RESPOND TO THIS SOLICITATION USING A COMMERCIAL CARRIER SERVICE MUST ENSURE THAT THE COMMERCIAL CARRIER SERVICE "HAND-CARRIES" THE OFFER/MODIFICATION/WITHDRAWAL TO THE BUSINESS OPPORTUNITIES OFFICE PRIOR TO THE SCHEDULED CLOSING TIME.

TRANSMIT FACSIMILE REVISIONS OF OFFERS TO: 215-737-9300, 9301, 9302, OR 9303.

NOTE: FACSIMILE OFFERS ARE NOT ACCEPTABLE.

BLOCK 17A. (CONTINUED):

OFFERORS: SPECIFY FAX NUMBER (S): _____

E-MAIL ADDRESS: _____

BLOCK 17B. (CONTINUED)

REMITTANCE WILL BE MADE TO THE ADDRESS THAT THE VENDOR HAS LISTED IN THE CENTRAL CONTRACT REGISTER (CCR).

BLOCKS 19-24 (CONTINUED): SEE SCHEDULE OF ITEMS

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?????DID YOU REMEMBER TO?????

- _____ 1. Fill in Block 17a of 1449?
- _____ 2. Indicate remittance address, if different, in offer?
- _____ 3. Sign in Block 30a, name in Block 30 b, and date in Block 30c?
- _____ 4. Sign and return page 1 of any/all amendments?
- _____ 5. Return one (1) complete copy of the solicitation?
- _____ 6. Prepare and return 3 copies of the Technical Proposal and 2 copies of the Business Proposal?
- _____ 7. Submit the Business Proposal on a spreadsheet in accordance with the instructions in the solicitation and submit a copy of the disk?
- _____ 8. Submit grower/supplier invoices for every item listed in the solicitation? Note: A supplier's quote is acceptable but an invoice is preferable. The invoice or supplier's quote that you submit must be dated within two weeks of submission of your proposal. Invoices that reflect pricing for small quantities of product will be considered the equivalent of a quote.
- _____ 9. Submit supplemental information from the grower/supplier for any item not fully described by an invoice.
- _____ 10. Submit a list of warehouse locations that will directly support the proposed customers? Warehouses functioning as backups should be designated as such.

STATEMENT OF WORK

SCOPE

I. INTRODUCTION

A. The Defense Supply Center Philadelphia (DSCP) intends to enter into Long-Term contracts with commercial firms to supply a full line of USDA No.1 or better Fresh Fruit and Vegetable (FF&V) products to Department of Defense (DoD) Troop Issue customers and non-DoD customers to include Job Corps and USDA Supported Customers (Schools and Indian Tribal Organizations) found in this solicitation.

B. This solicitation is broken down into 12 Regions and 43 zones. The breakout of Regions and Zones are as listed below. Customer groupings for each zone are also shown below.

Group 1 = DoD & other non-USDA School Customers

Group 2 = USDA School Customers

Group 3 = DoD Export

<u>REGIONS</u>	<u>ZONES</u>	<u>CUSTOMERS</u>
Calif. Plus	N. CA, NW NV, Pacific Expt	Group 1, Group 2 & Group 3
	LA	DoD & USDA School grouped together
	SD	DoD & USDA School grouped together
	AZ	Group 1 & Group 2
	So NV & Parts of Utah	Group 1 & Group 2
Southeast	Al & FL Panhandle	Group 1 & Group 2
	GA	Group 1 & Group 2
	FL North	Group 1 & Group 2
	FL Central	Group 1 & Group 2
	FL South	Group 1 & Group 2
	Puerto Rico	DoD & USDA School grouped together
Southern	Arkansas	Group 1 & Group 2
	Louisiana	Group 1 & Group 2
	Mississippi	Group 1 & Group 2
Northwest	Seattle	Group 1 & Group 2
	Spokane, Idaho	Group 1 & Group 2
	Oregon	DoD & USDA School grouped together
	Alaska	Group 1 & Group 2
Denver	Colorado,W. SD, E Wyoming	Group 1 & Group 2
	Utah	Group 1 & Group 2
	Montana, N. WY, W ND, SD	Group 1 & Group 2
Texas	Dallas/ Ft. Worth	Group 1 & Group 2
	El Paso	Group 1 & Group 2
	Houston	Group 1 & Group 2
	San Antonio	Group 1 & Group 2
New England	CT, MASS,ME, NH, RI, Vt	Group 1 & Group 2
	Upper NY	Group 1 & Group 2
Central	Missouri	Group 1 & Group 2

	KY, OH, IND Tennessee	Group 1 & Group 2 Group 1 & Group 2
South Central	NM, COL OK, TX Panhandle NE & Kansas	Group 1 & Group 2 Group 1 & Group 2 Group 1 & Group 2
Great Lakes	Illinois MICH & Part of Ohio Pt Ohio, W. Pa., WV	Group 1 & Group 2 DoD & USDA School grouped together DoD & USDA School grouped together
Mid West	Wisconsin Minnesota, E SD Iowa ND	DoD & USDA School grouped together DoD & USDA School grouped together DoD & USDA School grouped together
Mid Atlantic	NY, NJ, Pa MD, N Va., DC, DEL, Pt of WV	DoD & USDA School grouped together Group 1 & Group 2

The Government intends to make one (1) award per zone, but reserves the right to award more than one (1) contract per zone. Such awards are not "Multiple Awards" as defined by FAR 16.505 and DFARS 216.505-70. Offerors are required to offer on all items in the market basket for a zone, failure to do so may result in exclusion from award consideration.

- C. This solicitation is set-aside 100% for small business. Each zone within the solicitation is covered by the set-aside. The Government reserves the right to dissolve the set-aside for any zone or for the entire solicitation via an amendment. The U.S. Small Business Administration has issued a waiver of the Non-manufacturer Rule thereby allowing small business receiving the award under a small business set-aside to procure products from large businesses.
- D. The resulting contracts made against solicitation SPM300-06-R-0008 will be Indefinite Quantity Contracts (IQC) with an Economic Price Adjustment based on cost of materials. An IQC will provide for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the contractor (FAR 16.504(a)). These contracts will be for an 18-month base term and contain provisions for three (3) 18-month option periods. The length of the contracts, including options, may total 72 months (6 years).

II. ESTIMATED DOLLAR VALUE/GUARANTEED MINIMUM/MAXIMUM

- A. The following chart includes the 18-month estimated dollar value along with the guaranteed 20% minimum, 150% maximum and in the event of emergencies and/or mobilization the 200% alternate higher ceiling maximum. These estimates and guaranteed amounts apply to option periods as well.

<u>ZONES</u>	<u>18 MO EST</u>	<u>20% MIN</u>	<u>150% MAX</u>	<u>200% ALT</u>
N. CA, NW NV, Pacific Expt	\$11,300,000	\$2,260,000	\$16,950,000	\$22,600,000
LA	\$7,500,000	\$1,500,000	\$11,250,000	\$15,000,000
SD	\$13,100,000	\$2,620,000	\$19,650,000	\$26,200,000
AZ	\$3,100,000	\$620,000	\$4,650,000	\$6,200,000
So NV & Parts of Utah	\$1,400,000	\$280,000	\$2,100,000	\$2,800,000
AI & FL Panhandle	\$7,000,000	\$1,400,000	\$10,500,000	\$14,000,000
GA	\$7,300,000	\$1,460,000	\$10,950,000	\$14,600,000

FL North	\$2,000,000	\$400,000	\$3,000,000	\$4,000,000
FL Central	\$3,700,000	\$740,000	\$5,550,000	\$7,400,000
FL South	\$7,000,000	\$1,400,000	\$10,500,000	\$14,000,000
Puerto Rico	\$8,900,000	\$1,780,000	\$13,350,000	\$17,800,000
Arkansas	\$800,000	\$160,000	\$1,400,000	\$1,600,000
Louisiana	\$3,500,000	\$700,000	\$5,250,000	\$7,000,000
Mississippi	\$2,700,000	\$540,000	\$4,050,000	\$5,400,000
Seattle	\$5,100,000	\$1,020,000	\$7,650,000	\$10,200,000
Spokane, Idaho	\$1,400,000	\$280,000	\$2,100,000	\$2,800,000
Oregon	\$1,000,000	\$200,000	\$1,500,000	\$2,000,000
Alaska	\$1,600,000	\$320,000	\$2,400,000	\$3,200,000
Colorado,W. SD, E Wyoming	\$6,100,000	\$1,220,000	\$9,150,000	\$12,200,000
Utah	\$1,200,000	\$240,000	\$1,800,000	\$2,400,000
Montana, N. WY, W ND, SD	\$900,000	\$180,000	\$1,350,000	\$1,800,000
Dallas/ Ft. Worth	\$3,200,000	\$640,000	\$4,800,000	\$6,400,000
El Paso	\$2,500,000	\$500,000	\$3,750,000	\$5,000,000
Houston	\$1,900,000	\$380,000	\$2,850,000	\$3,800,000
San Antonio	\$9,800,000	\$1,960,000	\$14,700,000	\$19,600,000
CT, MASS,ME, NH, RI, Vt	\$2,100,000	\$420,000	\$3,150,000	\$4,200,000
Upper NY	\$1,100,000	\$220,000	\$1,650,000	\$2,200,000
Missouri	\$3,500,000	\$700,000	\$5,250,000	\$7,000,000
KY, OH, IND	\$5,300,000	\$1,060,000	\$7,950,000	\$10,600,000
Tennessee	\$2,400,000	\$480,000	\$3,600,000	\$4,800,000
NM, COL	\$1,400,000	\$280,000	\$2,100,000	\$2,800,000
OK, TX Panhandle	\$4,600,000	\$920,000	\$6,900,000	\$9,200,000
NE & Kansas	\$1,400,000	\$280,000	\$2,100,000	\$2,800,000
Illinois	\$4,000,000	\$800,000	\$6,000,000	\$8,000,000
MICH & Part of Ohio	\$3,300,000	\$660,000	\$4,950,000	\$6,600,000
Pt Ohio, W. Pa., WV	\$3,000,000	\$600,000	\$4,500,000	\$6,000,000
Wisconsin	\$1,200,000	\$240,000	\$1,800,000	\$2,400,000
Minnesota, E SD	\$1,800,000	\$360,000	\$2,700,000	\$3,600,000
Iowa	\$1,000,000	\$200,000	\$1,500,000	\$2,000,000
ND	\$400,000	\$80,000	\$600,000	\$800,000
NY, NJ, Pa	\$10,700,000	\$2,140,000	\$16,050,000	\$21,400,000
MD, N Va., DC, DEL, Pt of WV.	\$5,400,000	\$1,080,000	\$8,100,000	\$10,800,000

III. EFFECTIVE PERIOD OF CONTRACT – INDEFINITE QUANTITY CONTRACT

Each resultant contract will be for an 18-month base period commencing with the 1st order placed under the contract. Each contract will contain three (3) 18-month options. The Government anticipates ordering to commence 30-60 days after each contract award.

IV. OPTIONS

- A. There are three (3) 18-month options in this solicitation. Acceptance of these options by the successful contractor is mandatory. Distribution Prices must be submitted for each option period, as well as for the base term. The Distribution Prices offered on each option year will be calculated with the delivered price proposed for each evaluated item. The Distribution Price for each option period may be offered as a dollar value, increase or decrease, from the base period. **Changes expressed as a percentage will not be accepted.**
- B. Prices will be evaluated inclusive of the options, i.e., the totals for all prices for the base period plus option periods will be added together to arrive at the total aggregate dollar value. This dollar value will be used in the evaluation of offers.
- C. Failure to propose an increase or decrease of distribution prices in the option periods will be considered, and evaluated as, no change per option period.
- D. The base term of any resultant contract, and the term of any option under that contract, will not exceed eighteen (18) months, respectively. The total length of any contract will not exceed seventy-two (72) months, or six (6) years.

REQUIREMENTS

I. START-UP PERIOD

The Contractor's start up period will take place prior to the first order. Vendors shall submit a proposed implementation schedule to the Contracting Officer within fifteen (15) days after award highlighting the steps that will be taken to implement a fully functional distribution account, including all EDI transactions, for all customers covered by this solicitation. An additional 30 days will be granted for actual implementation. No more than forty-five (45) days will be permitted for each vendor to have fully functional distribution accounts in place for all customers.

II. ORDERING CATALOGS

Offerors will be required to maintain electronic catalogs that list all items available to the customers covered under this solicitation. Each item in the catalog shall contain the corresponding national or local stock number, Government item description, packaging characteristics, vendor unit of issue and unit price.

III. CATALOG MAINTENANCE

- A. In accordance with clause 52.216-9P24 Economic Price Adjustment (EPA) Actual Material Costs, vendors may change prices in their STORES and USDA Item Catalogs weekly. The submissions are to be made by **Thursday, 12:30 PM Eastern Time**, to be in effect the following Sunday. All catalog changes to the STORES catalog must be submitted to DSCP via the 832 EDI Transaction Set. All catalog changes to the USDA catalogs must be inputted directly via DSCP's USDA ordering web-site. DSCP will review all catalog updates to check for price and other changes; however, **the accuracy of the vendor item catalogs is the responsibility of the vendor.**
- B. New Items
 - 1. Prior to commencement of the first order, DSCP, its customers and the vendor will collaborate to identify items not found in the market basket which are to be added to the ordering catalog.
 - 2. After ordering commencement, if a customer desires to order an FF&V item that is not part of the ordering catalog, the contractor will be allowed a maximum of twenty (20) days to source the item, obtain a stock number from DSCP (if required) and add the item to the

ordering catalog via an 832 catalog transaction and/or update to the USDA web ordering system. These items should then become a permanent part of the contractor's inventory, dependent upon availability.

3. The successful awardees shall assume the responsibility of introducing new produce items to the customers, as well as showing cost effective alternatives to their current choices.

C. Pricing

1. **Best Price Guarantee:** During contract performance, the offeror shall provide unit prices that are equal or lower than its most favored commercial customers, including any applicable discounts and allowances.
2. **Market Basket Pricing:** Items priced in the market basket will be included in the ordering catalog following award. Market Basket items will be determined fair and reasonable prior to award. The final proposed price for each item in the market basket will be the catalog price during the first week of customer ordering.
3. **Catalog Price Changes:** Once an item is listed on the ordering catalog, the contracting officer will make on-going price reasonableness determinations. In accordance with the clause Economic Price Adjustment (EPA) – Actual Material Costs, vendors are permitted to submit a weekly EPA request for items found on the catalog. For each item the vendor is requesting a price change, the contracting officer will conduct a separate price reasonableness determination.
4. **Catalog Additions:** Before an item is added to the catalog vendors are required to submit to the contracting officer a request of proposed catalog additions. The request shall include the stock number, Government item description, proposed unit price and a corresponding supplier invoice or quote, and proposed distribution price. The request is due by 12:00 PM ET on the Tuesday prior to inclusion of the Thursday catalog updates. The contracting officer will review the catalog addition request and upon determining the price fair and reasonable will contact the contractor to indicate acceptance. The contractor shall then include the item on Thursday catalog update. Should the proposed price fail to be determined fair and reasonable, the contracting officer will conduct negotiations with the vendor. If after negotiations the proposed pricing still cannot be determined fair and reasonable the item will not be added to the catalog.

IV. **DISCOUNTS & REBATES**

- A. Discounts attributable to sales resulting from orders submitted by DSCP customers are to be provided to DSCP and its customers in the form of an up-front catalog price adjustment. All rebates shall be returned directly to the customers in the form of a credit adjustment. DSCP and its customers shall receive any discount and rebate offered to any commercial customer or other Government organization.
- B. Vendors shall be as aggressive as possible in pursuing all discounts and rebates for the customers supported under this contract. The offeror shall ensure, at a minimum, that DSCP and its customers will receive discounts equal to or better than the offeror's most favored commercial or other Government customers.
- C. The Government has the right to audit applicable records to ensure proper administration of the discount program and the rebate program and ensure that moneys due to the Government were properly returned in accordance with the offer.

V. DEFENSE APPROPRIATIONS ACT

DSCP is currently seeking a limited Berry Amendment waiver to the requirements of DFARS 252.225-7012 Preference for Certain Domestic Commodities (Jun 2004), which is applicable to this solicitation. There is no guarantee such a waiver will be granted.

VI. CUSTOMERS**A. Individual Customer Estimates**

Annual customer estimates can be found at:
<http://www.dscp.dla.mil/subs/produce/pv/region.htm>

B. Additional Customers: the Government reserves the right to add DoD and non-DoD customers in the solicited area to each resulting contract based on a mutually agreed upon implementation plan at no additional cost to the government.

VII. CUSTOMER SERVICE

A. Vendors shall treat each and every customer covered under its contract as one of its best customers to include any customer added after contract award. Therefore, any treatment and/or customer service policy given to other essential accounts shall also be given to the customers covered under these contracts.

B. Military, USDA School Lunch Program, Non-DoD customers in these zones have periodic food menu board, school district and other types of meetings in which the vendor may be required to attend. At these meetings the customers not only review their internal business practices, but the offeror can utilize this forum to show new products, demonstrate product preparation, provide nutritional information, address product availability and quality and address any other concerns the customer may have.

C. Vendors shall provide at least one (1) full time Customer Service representative to maintain continuous contact with all of the ordering activities. The name of the representative and the phone number, mobile phone number, beeper number, email address, or any other method of communicating with the representative, shall be furnished to the customers after award.

D. The vendor shall assume the responsibility of introducing new food items to the customers, as well as to show cost effective alternatives to their current choices.

E. Since many of our customers only have access to the government phone network, it is strongly preferred that a toll free number be provided.

VIII. VALUE ADDED SERVICES

Market Forecast: The vendor is required to provide the customer and the contracting officer with a weekly produce market forecast bulletin on Friday which outlines for the following week information regarding supply availability, product quality, associated growing areas, price trends, weather conditions, and handling tips.

IX. ORDERING SYSTEMS

DSCP is the ordering activity. All customers listed in this solicitation will utilize a Government web-based ordering system. Customer orders will be transmitted to DSCP via the ordering system. DSCP will automatically route the order to the contractor. All DoD customers will be

utilizing STORES. USDA School Lunch customers will order via a separate DSCP developed web-based ordering tool.

A. Subsistence Total Order and Receipt Electronic System (STORES)

1. STORES is the Government's translator/ordering system that is capable of accepting orders from any of the Services; i.e. Army, Air Force, Navy, or Marines, individual ordering systems and translating them into an Electronic Data Interchange (EDI) format. In addition, this information is passed to DSCP for the purposes of contractor payment and customer billing.
2. The offeror shall be required to interface with STORES and must be able to support the following EDI transaction at least one week prior to order commencement:

810	Electronic Invoice
820	Payment Voucher Information
832	Catalog (Outbound - Vendor to DSCP)
850	Purchase Order
861	Receipt
	Functional Acknowledgment

A complete description of these transaction sets is included in the "EDI Implementation Guidelines" can be found at <http://www.dscp.dla.mil/subs/produce/pv/index.htm>. The vendor shall have access to the Internet and be able to send and receive electronic mail (email).

- B. Unit prices must be formatted not more than two (2) places to the right of the decimal point in all ordering catalogs.
- C. Vendors are required to utilize the Government's item descriptions on all electronic ordering catalogs as well as on its invoices, delivery ticket to customer and 810 invoice transaction set.

X. ORDER PLACEMENT

- A. Customers shall place their orders to accommodate at a minimum a "skip day" delivery. An order placed on 1 September would have a required delivery date of 3 September. Orders may be placed with a longer lead-time; however, the minimum lead-time is "skip day." Minimum order requirement for any resultant contract is \$50.00. The \$50.00 minimum does not apply to any emergency orders.
- B. All invoice pricing will be based upon the unit price at time of order. For example, for any item ordered on a Friday to be delivered the following week, pricing will be based upon the Friday price, regardless of whether the unit price for that item changed as part of the weekly catalog update.

XI. ITEM AVAILABILITY

- A. Vendors must have access to items in sufficient quantities to fill all ordering activity requirements. It is critical that items ordered be routinely delivered on a "skip day" basis, at a minimum.
- B. Vendors shall notify the customer within 24 hours of order placement of the non-availability of any item. Vendors shall offer the customer a substitute of equal or higher quality and at an equal or lower cost, or advise them of the not-in-stock position of the item. Substituted product shall not be delivered without prior consent by the customer. Substituted items must be noted as such on the invoice.

XII. PACKAGING, PACKING, LABELING AND MARKINGS

- A. All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug and Cosmetic Act and regulations promulgated thereunder. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.
- B. To ensure that the carrier and the receiving activity properly handle and store items, standard commercial precautionary markings such as "KEEP REFRIGERATED" shall be used on all cases when appropriate.

XIII. DELIVERY INSTRUCTIONS

- A. Vendors shall ensure all products are delivered in sanitary trucks that are of a commercially acceptable standard. All trucks shall maintain proper temperatures, as determined through standard commercial practices.
- B. Deliveries shall be F.O.B. destination to all ordering activities and delivery points. All items will be delivered to customer locations, free of damage, with all packaging and packing intact. The contractor shall remove all excess pallets used for delivery from the delivery point. A listing of all the delivery points per zone can be found at:
<http://www.dscp.dla.mil/subs/produce/pv/region.htm>
- C. Troop installation & USDA delivery schedules (days and times) routes and stop-off sequence will be coordinated and verified with the customers on a post award basis by the awardee(s). In general, each Troop customer receives three (3) deliveries per week and each USDA customer receives one (1) delivery per week.
- D. Products for individual customers/dining facilities must be segregated. Many of the military bases have more than one delivery point. All product shall be segregated by drop-off point and loaded into the delivery vehicle in reverse drop sequence. The intent is to provide expeditious off-loading and delivery to the customer.
- E. The offeror shall also ensure that the personnel loading and delivering the product provide prompt and efficient service to the customer.

XIV. INSPECTION AND ACCEPTANCE

- A. Inspection and Acceptance of products will be performed at destination. The inspection is normally limited to identity, count and condition; however, this may be expanded if deemed necessary by either the military Veterinary Inspector, Dining Facility Manager, Food Service Advisor/Officer, or the Contracting Officer. Delivery vehicles may be required to stop at a central location for inspection before proceeding to the assigned delivery point(s). In addition, the delivery vehicles will be inspected for cleanliness and condition. Supplies transported in vehicles that are not sanitary, or which are not equipped to maintain prescribed temperatures, may be rejected without further inspection.
- B. The authorized receiving official at each delivery point is responsible for inspecting and accepting products as they are delivered. The delivery ticket shall not be signed prior to the inspection of each product. All overages/shortages/returns are to be noted on the delivery ticket by the receiving official and truck driver. The authorized receiving official's signature on the delivery ticket denotes acceptance of the product.

- C. The contractor shall forward three (3) copies of the delivery ticket with the shipment. The receiving official will use the delivery ticket as the receipt document. Two (2) copies of the signed and annotated delivery ticket will serve as the acceptance document. No electronic invoice may be submitted for payment until acceptance is verified. Additionally, upon completing the delivery (or deliveries) and before the carrier leaves the installation, copies of the invoices may be required to be delivered to a central "Accounting/Troop Issue" activity on the installation.

XV. AUTHORIZED RETURNS

The contractor/vendor shall accept returns under the following conditions:

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

XVI. REJECTION/RETURN PROCEDURES

- A. **In the event an item is returned, the delivery ticket/invoice shall be annotated as to the item (s) rejected. These items shall then be deducted from the delivery ticket/invoice. The invoice total must be adjusted to reflect the correct dollar value of the shipment.**

Replacements will be authorized based on the customer's needs. On an as-needed basis, same day re-delivery of items that were previously rejected shall be made, so that the customer's food service requirements do not go unfulfilled for that day. The re-delivered items will be delivered under a separate invoice utilizing the same call number, clin number, and purchase order number for the discrepant line. These re-deliveries will not constitute an emergency order requirement.

- B. In the event a product is rejected after initial delivery is made, the vendor will pick up the rejected product. Credit due to the ordering activity as a result of the rejected product being returned, will be handled through a receipts adjustment process in STORES. If the vendor has already been paid for the product, a claim will be issued through DSCP's financial system. In all cases, one (1) copy of the credit memo is to be given to the customer and (1) copy of the credit memo is to be sent to the DSCP Contracting Officer .
1. If a customer requires a one-to-one replacement, no additional paper work is necessary. The vendor delivery ticket/invoice will show that product is a replacement for rejected item. The invoice shall reference the call number, CLIN number, and Purchase Order Number of the originally ordered product.
- C. It is a requirement of this solicitation that product shall be inspected upon receipt as promptly as practicable. However, failure to promptly inspect or accept supplies shall not relieve the contractor from responsibility, nor impose liability on any of the customers, for nonconforming supplies. See clause 52.212-4, paragraph (o) and addendum to clause 52.212-4, paragraph 4, subparagraph(2)

XVII. INVOICING

- A. Each delivery will be accompanied by the contractor's delivery ticket/invoice. Three (3) copies (an original plus two) shall accompany the shipment. The customer shall sign all copies of the invoice/delivery ticket, keep one (1) copy and return the Original copy to the vendor. **Any changes must be made on the face of the delivery ticket/invoice; attachments are not acceptable.**
- B. No paper invoices shall be submitted to DFAS for payment. For all orders placed via STORES and sent via EDI transaction set 850, invoicing for payment is to be filed electronically using EDI transaction set 810 (see <http://www.dscp.dla.mil/subs/produce/pv/index.htm> for EDI guidelines). For all orders downloaded via DSCP's USDA customer ordering web-site, invoicing for payment shall be done via Produce EDI Web Invoicing Tool located at <http://www.dscp.dla.mil/subs/prodedi.htm>. All vendors who will be supplying to USDA customers are required to register via the website within two (2) weeks of notice of award.
- C. All invoices submitted by the vendor must be "clean", i.e. all debits and/or credits must be reflected on the invoice prior to its submission. All vendors are required to ensure the accuracy of their invoices; the reconciliation tool provides you that medium.
- D. **Invoice transactions may be submitted to DSCP daily. All internal debit/credit transactions must be completed prior to the submission of the invoice.** Invoice lines that do not contain the correct invoice data and/or contain incorrect quantities delivered or prices charged will be rejected. The vendor will be responsible for correction and re-submission.
- E. The same invoice cannot be submitted with different dollar amounts.
- F. Vendors utilizing EDI for the first time will be required to submit test 810 transactions sets 14 days prior to first order. Invoices may not be submitted as "LIVE DATA" until a test transaction set has been cleared.
- G. Any manually keyed, or emergency order, must contain the word "Emergency" in the Purchase Order field when the invoice is submitted for payment. In addition, the CALL number and CLIN numbers will be entered as "9999" on the invoice. Failure to follow this procedure may result in the rejection of your invoice.
- H. **All weights must be rounded to whole pounds using standard rounding methods.** Any line submitted for other than whole numbers will be rejected and require correction and re-submission by the vendor.
- I. Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point. STORES will not accommodate positions of 3 and above beyond the decimal point.
- J. Although invoices must be submitted electronically via an 810 Electronic Invoice, the following address must appear in the "Bill To" or "Payment Will Be Made By" block of the contractor's invoice.

DFAS – Columbus Center
Attn: DFAS-BVDP
P. O. Box 182317
Columbus, OH 43218

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

- Contract Number
- Call or Delivery Order Number
- Purchase Order Number;
- DoDAAC
- Contract line listed in numeric sequence (also referred to as CLIN order);
- Item nomenclature;
- LSN or NSN;
- Quantity purchased per item in DSCP's unit of issue;
- Total dollar value on each invoice (reflecting changes to the shipment, if applicable).

- K. Vendor Reconciliation Tool - in an effort to improve the payment process, vendors have the ability to view what the customer has or has not receipted, via the BSM website. The vendor will have access to "unreconciled" information, i.e., the invoice does not match the receipt because of the quantity price discrepancy, or because the customer has not posted a receipt. Both invoice information and receipt information will be available for review on the BSM website by the vendor. While the vendor will not have the capability to update customer receipt information, update capability will be available for unreconciled invoice information for approximately thirty days (30) days. It is the vendor's responsibility to ensure accurate invoices. This tool has been developed as an additional means for your internal accounting process.

XVIII. PRICE AUDITS

- A. Price Verification Audits. Contractors are advised that the Government intends to conduct price verification analysis in the following manner:
- (i) Monthly, an internal Price Verification Team in conjunction with the Contracting Officer may require the contractor to provide copies of specific invoices from suppliers covering up to 100 items that were previously ordered. These invoices will be used to verify that the Government is only being charged the delivered price plus the distribution price.
 - (ii) The Price Verification Team will request the above documentation in writing and the contractor will have thirty (30) days after the request to furnish the documentation.
 - (iii) A report of overcharges and undercharges (if applicable) will be forwarded to the contractor, and the contractor will pay the Government for the net amount owed for overcharges. The Government reserves all rights and remedies provided by law or under the contract in addition to recovering any overcharges.
 - (iv) The Government may elect to expand the scope of the price verification analysis if overcharges are discovered. The Government may also elect to reduce the scope of the price verification analysis if no overcharges are discovered.
- B. The Government reserves the right to conduct additional price audits to verify price accuracy and recoup overcharges. In such instances, contractors will be required to submit invoices and any other supporting price documentation.
- C. 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.

XIX. FILL RATE

- A. Order fill rates shall be calculated on an on-time, per order basis and tracked for monthly submission to the Contracting Officer/Account Manager. The fill rate shall be calculated as follows and shall not include substitutions, mis-picks, damaged cases or rejected product.:
No other method of calculating fill rate will be accepted.

$$\frac{\text{Cases accepted}}{\text{Cases ordered}} \times 100 = \text{fill rate \%}$$

- B. Definitions:
1. *Cases accepted* - product that the customer has received and receipted not including damaged cases, mis-picks, and product substitutions.
 2. *Cases ordered* - product requested by a customer
- C. Vendors are required to maintain at a minimum a **98.0%** fill-rate without substitutions.
- D. The contractor will submit a monthly report, by customer, to the DSCP Contracting Officer with the following information:
1. Fill Rate with and without Substitution
 2. List of all items that were Not in Stock, Returned, Damaged, Mis-picks and Substitutions.

XX. HOLIDAYS

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

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

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

XXI. EMERGENCY ORDERS

Unless specified by the customer, all emergency order(s) for supplies must be same day service. Expeditious fulfillment of the emergency requirement is imperative. The vendor is responsible for providing the ordering facilities with the name of the contractor representative responsible for notification of receipt and handling of such emergency service and his/her phone number, cell phone and/or pager number. All emergency orders shall be at no additional cost to the Government.

XXII. SEASONAL ACQUISITION PLAN

When seasonally available, of USDA #1 or better quality and competitive price, the Government's preference is for locally grown produce. Offerors are required to maintain a written plan demonstrating its ability and commitment to procure locally grown produce.

XXIII. CONTRACTOR QUALITY PROGRAM

- A. The contractor shall develop and maintain a quality program for product acquisition, warehousing and distribution to assure the following:
1. Standardized product quality;

2. The usage of First-In, First-Out (FIFO) principles;
2. Product shelf life is monitored;
3. Items are free of damage;
4. Correct items and quantities are selected and delivered;
5. Ensure requirements of the Berry Amendment are met;
6. Customer satisfaction is monitored;
7. Product discrepancies and complaints are resolved and corrective action is initiated;
8. Supplier, FDA, or DoD initiated food recalls are promptly reported to customers and DSCP;
9. Compliance with EPA and OSHA requirements;
10. Salvaged items or products shall not be used;
11. Applicable food products delivered originate from a source listed as a Sanitarily Approved Food Establishment for Armed Forces Procurement.

XXIV. WAREHOUSING AND SANITATION PROGRAM/STORED PRODUCT PEST MANAGEMENT

The contractor shall develop and maintain a sanitation program and a stored product pest management program for food and other co-located non-food items that comply with industry standard programs such as the Code of Federal Regulations, Title 21, part 110, Food Manufacturing Practices, the Federal Insecticide, Fungicide and Rodenticide Act, the Food, Drug, and Cosmetic Act of 1938 as well as all pertinent state and local laws and regulations. Records of inspections performed by the firm, subcontractor, or recognized industry association shall be maintained and made available to the Government at the Contracting Officer's request. Any findings by the firm or its agent documenting a critical sanitation deficiency shall be reported immediately to the Contracting Officer with an attached report of corrective action.

XXV. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS

Applicable food products, including pre-cut and packaged vegetables and salads, mushrooms and sprouts, delivered to customers listed in this solicitation, as well as any customer added at a later date, shall originate either from an establishment listed in the "Directory of Sanitarily Approved Food Establishments For Armed Forces Procurements", or one which has been inspected under the guidance of the United States Department of Agriculture (USDA). For detailed information see Clause 52.246-9P31 "Sanitary Conditions" in this solicitation.

A copy of the list of applicable items is attached. It may also be found at <http://vets.amedd.army.mil/vetcom/directory.htm>

XXVI. CONTRACTOR QUALITY AUDITS

The Government reserves the right to conduct formalized audits to verify the vendor's adherence to the contract requirements and the quality of product being supplied under any resultant contract. Contractors shall be responsible for providing a location of the quality audit and the cost of product, up to \$1000.00 per audit. The Government anticipates conducting audits on an annual basis, but reserves the right to conduct more than one audit annually should conditions warrant.

XXVII. RECALL PROCEDURES REQUIREMENTS

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

- (1) Immediately notify the following personnel:
 - (i) Customers that have received the recall product
 - (ii) DSCP Contracting Officer
 - (iii) DSCP Account Manager
 - (iv) DSCP Consumer Safety Officer at 215-737-3845

(2) Provide the following information to the DSCP Consumer Safety Officer:

- (i) Reason for recall
- (ii) Level of recall, i.e., Type I, II or III
- (iii) Description of product
- (iv) Amount of product
- (v) List of customers that have received product
- (vi) Name and phone number of responsible person (Recall Coordinator)

(3) The vendor should provide a Final Status Report of Recall, when completed, to the DSCP Consumer Safety Officer.

(4) At the discretion of the affected customers, the vendor shall either replace at no additional cost or adjust the invoice quantity for any recalled product. Delivery of replacement product shall occur at the discretion of the customer.

XXVIII. PERISHABLE AGRICULTURAL COMMODITIES ACT (PACA) LICENSE

All offerors must possess and maintain a valid PACA license throughout the life of contract. Failure to possess a valid PACA license at the time of offer submission will make offeror ineligible for award. Failure to maintain a valid PACA license after award may result in termination of contract or non-renewal of an option.

XXIX. NON-COMPETE PROVISION

The offeror warrants that it will not actively promote, encourage, or market any of the customers on this acquisition away from a resultant DSCP contract and onto a contract of any other Government agency or commercial entity. This prohibition applies both on a pre-award and post-award basis. The Contracting Officer reserves the right not to exercise the option and to resolicit the requirement should the vendor violate this provision.

XXX. FORCE PROTECTION

DSCP Subsistence Directorate provides world-wide subsistence logistics support during peace time as well as during regional conflicts, contingency operations, national emergencies, and natural disasters. At any time, the United States Government, its personnel, resources and interests may be the target of enemy aggression to include espionage, sabotage, or terrorism. This increased risk requires DSCP to take steps to ensure measures are taken to prevent the deliberate tampering and contamination of subsistence items. The offeror must ensure that products and/or packaging have not been tampered with or contaminated throughout the growing, storage, and delivery process. The offeror must immediately inform DSCP Subsistence of any attempt or suspected attempt by any party or parties, known or unknown, to tamper with or contaminate subsistence supplies.

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

XXXI. SURGE/MOBILIZATION

1. Surge: The capability to handle a large increase in case volume for short periods of time with very little lead-time may be required at various times throughout the term of the contract. Services may experience unscheduled arrival of troops, with only a few hours notice, as part of normal operations, where the order requirements could more than double from their normal usage on a given days notice. The timing of these types of surges will be impossible to anticipate. Pricing for items furnished in this fashion shall be the same as those for routine,

non-surge orders.

2. Mobilization: Offeror must be capable of support a tripling of ordering requirements for an extended period of time in the event of a full-scale military mobilization or national emergency. As with surge support, pricing for items furnished in this fashion shall be the same as those for routine, non-mobilization orders.
3. When units deploy for training exercises outside their zone, their current vendor will be given the opportunity to supply the unit's requirements. If the current vendor cannot perform this function at no additional cost, or the Vendor does not wish to accept the mission, the requirements will be turned over to the vendor supporting the zone in which training will occur.

XXXII. MANAGEMENT REPORTS

- A. The contractor shall create and electronically transmit the following reports to the DSCP Contracting Officer and Account Manager on a monthly basis. All reports shall be cumulative for a one (1) month period and submitted no later than the seventh day of the following month (e.g., reporting period of January 1 through January 31, the reports must be received by February 7).
 1. Descending Dollar Value Report - Sorted by line item; each line to contain at a minimum: DSCP stock number, Item Description, pack or size, brand description, quantity, and total dollar value of units shipped. Dollar amounts will be totaled. This report shall be submitted by individual customer accounts AND also by the total customer base in each zone.
 2. Product Line Grower/Supplier Listing - this report shall list all items purchased along with quantity and dollar value. It shall be sorted by Grower/Supplier and annotate whether the grower/supplier is a large business or small business and whether the grower/supplier is local or non-local.
 3. Fill Rate Report - the fill-rate is calculated by dividing the number of cases and bins accepted by the customer by the number of cases and bins ordered. No other method of calculating fill rates should be included. Mis-picks and damaged cases should not be included in this calculation. This report should reflect the fill-rates with and without substitutions. The report should specify fill rates per customer and an overall average fill-rate for all customers under the contract for the month being reported.
 4. Customer Service Report - The contractor shall develop and provide a report summarizing all discrepancies, complaints and all positive feedback from ordering activities and the respective resolutions by providing a summary from customer visits.
 5. Rebate Reports - All rebates that have been passed along to the customer via off-price reductions, or that are due to the customers, shall be summarized by listing each customer and the rebate amount. Also include the grower/supplier offering the rebate and the product usage. The total should be per customer and per contract.
 6. Financial Status Report - In order to ensure timely payments, an accounts receivable and/or a "days of outstanding sales" shall be submitted on a monthly basis, at a minimum. Many vendors elect to submit this report, in the form of a spreadsheet, on a weekly basis. The report should contain information on: customer, invoice number, call number, invoice amount, amount paid, credit adjustments, debit adjustments and balance due. It is suggested that this report contain as much information as possible to alleviate problems immediately.

XXXIII. CENTRAL CONTRACTS

In an effort to leverage its buying power on a national level, DSCP reserves the right to solicit and award separate Indefinite Delivery Contracts directly with growers and/or suppliers for specific Fresh Fruit and Vegetable items. The contractor shall use any existing or new Central Contract grower/suppliers as mandatory sources of supply unless the contractor can supply the item at the same cost or lower from its own source of supply. The price charged by the contractor will not exceed the DSCP negotiated Central Contract price plus the contractor's distribution price, which will not change if a Central Contractor is used as a source of supply. During contract performance, DSCP will notify the contractor via contract modification of the implementation of any Central Contract. The contractor shall have 30 days in which to implement the terms and conditions of any awarded Central Contract.

XXXIV. BACK-UP CONTRACTORS

The awardee(s) for each zone will become a potential backup supplier for other zones should a vendor in an adjacent or nearby zone be unable to support, one, some, or all of the customers in that assigned zone. The Offeror's agreement to perform as a potential backup vendor is required; however, if this rare situation does arise, a contractor's assignment to act as a backup to any or all customers in another zone would be negotiated through a bilateral agreement/modification to the contract. A Back-Up Contractor will be required to perform only those duties as outlined in this Statement of Work. As part of this agreement, the distribution prices for the backup vendor to support the customers of another zone would be negotiated at that time. These measures would be taken to preclude the need to re-solicit for support to the affected customers, as well as to maintain the required service to these customers.

XXXV. NATIONAL ALLOWANCE PROGRAM AGREEMENT (NAPA)

A. Definitions:

1. Agreement Holder – the grower or supplier or manufacturer that has agreed to offer discounts to DSCP on product ordered under DSCP Vendor contracts.

2. National Allowance Program - the program implemented by DSCP to maximize the leverage of DSCP's buying power and reduce the overall delivered price under long term contracts to the customers of DSCP.

3. National Allowance Program Agreements (NAPA's) – agreements between DSCP and growers/suppliers/manufacturers that identify product category allowances. These allowances or discounts apply only to the delivered/invoice price of the product. The NAPA does not affect the vendor's distribution price or fee in any way.

B. DSCP has implemented a NAPA Program as part of the Subsistence Food Services Prime Vendor program. While there are no current NAPA agreements for FF&V items, the Government reserves the right to incorporate FF&V items into the NAPA Program. Under the NAPA Program, DSCP will enter into agreements with growers/suppliers/manufacturers offering domestic products.

C. Under the NAPA Program, Agreement Holders will:

1. Authorize and consent to allow the contractor to distribute its products to ordering activities under the Program.

2. Offer discounts on the delivered price of the product ordered under DSCP FF&V contracts, in the form of discounts, whereby the price to the customer includes the discount. The discounted price is the price that will be submitted via the 832-catalog transaction.

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

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

F. Under a contract resulting from this solicitation:

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

2. The vendor agrees to bill the invoice price to the Government as specified by the NAPA allowance and initiates a bill-back to the agreement holder, if any activity orders any product covered by a NAPA. The agreement holder will reimburse allowances to the vendor within a time period mutually agreeable to the vendor and the agreement holder.

3. Any disputes involving the NAPA between the vendor and the agreement holder will be resolved between them according to their own commercial practice. However DSCP will attempt to facilitate any such disputes.

NAPA TRACKING PROGRAM

The Vendor agrees to comply with the requirements of DSCP's Tracking Program for NAPA's and shall provide the required product information to support the NAPA allowance and sales tracking web site.

Data shall be submitted as follows:

1. Format.

The required information shall be formatted in an excel sheet, flat ASCII file or a delimited file. Each transmission must be of the same format. Requests to change from one format to another must be forwarded to the contracting officer for approval.

2. Transmission of Data.

Information shall be submitted electronically via—

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

OR

(b) FTP to <ftp://ftp.one2oneus.com>. Inquire for a username and password from John Steenberge.

3. Frequency of Submission.

Information shall be submitted as often as the data may change but no more than weekly.

4. Contents of the Data File.

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

Field	Field Description	Field Name	Width	Format	Note
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#					
1	Vendor Part Number	PVPARTNO	15	Alpha-Numeric	
2	Product Description	DESC	45	Alpha-Numeric	
3	Unit of Measure	UOM	3	Alpha-Numeric	
4	Manufacture SKU or UPC	MFGNO	15	Alpha-Numeric	Note 1
5	Brand Label or Manufacturer Name	MFG	45	Alpha-Numeric	Note 2
6*	Unit Allowance Amount	ALLOW	12	9999999.9999	Note 3
7*	Allowance UOM	ALLUOM	3	Alpha-Numeric	Note 4
8*	Allowance to Ship Conversion	ALLCONV	12	9999999.9999	Note 5
9	Vendor Markup Amount	PVMARKUP	12	9999999.9999	Note 6

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

NOTES:

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

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

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

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

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

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

G. The NAPA Program is for the exclusive use of DSCP customers purchasing product under the resultant contract. The successful awardee(s) agrees not to extend NAPA allowances to any customers not supported under this solicitation.

CONTRACT ADMINISTRATION INFORMATION

I. CONTRACTING AUTHORITY

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

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

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

II. PAYMENTS

- A. DFAS Columbus Center is the payment office for this acquisition.
- B. Payment of delivery orders will be made in accordance with the terms and conditions of Paragraph (i) of Clause 52.212-4 "Contract Terms and Conditions - Commercial Items", appearing in the section of this solicitation entitled "Contract Clauses".
- C. Payment will be made in ten (10) days after the receipt of a proper invoice, however, is still subject to the terms and conditions of the Prompt Payment Act (31 U.S.C. 3903). **All 810 electronic invoices must be submitted with accurate, sufficient, clean data before any payment can be made.**
- D. All offerors must have the ability to accept an 820 transaction set from its financial institution. DFAS Columbus will no longer forward a detailed summary of payment(s); this information will only be available from your bank.
- E. The Government intends to make payments under the resultant contract by electronic funds transfer (EFT) based on the information contained in the Central Contractor Registration (CCR). Reference Clause 52.232-33, "Mandatory Information for Electronic Funds Transfer Payment" appearing in the section of this solicitation entitled "Contract Clauses". However, the election as to whether to make payment by check or electronic funds transfer is at the option of the government.

III. ADMINISTRATION

- A. The DSCP Supplier Operations - Produce Division will perform administration of the contract.
- B. A designated representative at the ordering activity will perform administration of the individual delivery order. This includes approving product substitutions and delivery changes.
- C. The DSCP Contracting Officer must approve any changes to the resultant contract.

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

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

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

Inspection and acceptance of products will be performed at destination. The authorized receiving official for each customer is responsible for signing for and accepting products when they are delivered. The final acceptance decision rests with the authorized receiving official.

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

(c) Changes.

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

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

- (i) method of shipment or packing;
- (ii) place, manner, or time of delivery.

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

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

Failure to agree to any adjustment shall be a dispute under the Disputes Clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract.

3. Paragraph (t), Central Contractor Registration(CCR), is revised to add the following:

(5) Definitions.

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

“Commercial and Government Entity (CAGE) Code” means—

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

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

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

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

“Registered in the CCR Database” means that—

- (a) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
- (b) The Contractor’s CAGE code is in the CCR database; and
- (c) The Government has validated all mandatory data fields and has marked the records “Active”.

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Jun 2006)

(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) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

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

 (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

 X (3) 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).

 (4) [Reserved]

 X (5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

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

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

___ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

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

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

X (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

___ (8) (i) 52.219-9, Small Business Subcontracting Plan (Jul 2005)(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.

___ (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

___ (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(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.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X (14) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

X (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).

X (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (17) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

X (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

X (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

X (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

___ (22) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (23) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).

___ (24) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Jun 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, and 109-53).

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

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

___ (25) 52.225-5, Trade Agreements (Jun 2006) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (26) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (27) [Reserved]

___ (28) [Reserved]

___ (29) 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)).

___ (30) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

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

___ (32) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

___ (33) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

___ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

___ (35) (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, as Amended (Jul 2005)(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) (May 1989)(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 (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(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 paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, 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 \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

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

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)

(vii) 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.

252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items. (JUL 2006)

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

(2) 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

(3) 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

(4) 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

(5) 252.225-7012, Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

(6) 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

(7) 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(8) 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).

(9) 252.225-7021, Trade Agreements (JUN 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(10) 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(11) 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(12)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2006) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (JAN 2005) of 252.225-7036.

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

(14) X 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).

(15) ___ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(16) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(17) X 252.232-7003, Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).

(18) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Public Law 108-375).

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

(20)(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) ___ Alternate II (MAR 2000) of 252.247-7023.

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

(21) ___ 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) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Public Law 108-375).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

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

The commercial changes clause at FAR 52.212-4(c) is applicable to this contract in lieu of the changes clause at FAR 52.243-1. However, in the event of a Contingency Operation or a Humanitarian or Peace Keeping Operation, as defined below, the contracting officer may, by written order, change—

- (1) the method of shipment or packing, and
- (2) the place of delivery.

If any such change causes an increase in the cost of, or the time required for performance, the contracting officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The contractor must assert its right to an adjustment within 30 days from the date of receipt of the modification.

“Contingency Operation” means a military operation that—

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

(ii) Results in the call or order to, or retention on, active duty of members of the uniformed services under 10 U.S.C. 688, 12301(a), 12302, 12304, 12305, or 12406, chapter 15 of U.S.C., or any other provision of law during a war or during a national emergency declared by the President or Congress (10 U.S.C. 101(a)(13)).

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

The following ADDITIONAL CLAUSES are set forth in FULL TEXT:

52.209-9P04 CERTIFICATION OR DISCLOSURE OF DEBARRED OR SUSPENDED SUBCONTRACTORS, SUPPLIERS OR INDIVIDUALS (JAN 1992) DSCP

(a) Contractors are prohibited from using suspended or debarred contractors as subcontractors or suppliers.

(1) Except as listed in paragraph (3) below, the offeror certifies by submission of its offer, that no part of the work called for by any contract resulting from this solicitation shall be performed by any subcontractor, of any tier, or supplier appearing in the lists of parties excluded from federal procurement or non-procurement programs.

(2) Verification of any contractor suspected of appearing in the above list may be obtained by contacting the contracting officer at the office shown on page 1 of the solicitation.

(3) Debarred or suspended contractors proposed as subcontractors or suppliers:

Name and Address of Contractor(s)

(4) Approval to use a debarred or suspended contractor as a subcontractor or supplier shall not be given by the government unless there are compelling reasons for this approval.

(5) Failure on the part of the offeror to comply with this clause in any contract resulting from this solicitation may result in the government terminating the entire contract, or any portion thereof, pursuant to the “default” clause of such contract.

(6) The offeror agrees, if awarded a contract under this solicitation, to insert the substance of this clause, including this paragraph (6), in every subcontract resulting from such contract and to require its subcontractors and suppliers to do likewise.

(b) In addition, offerors are required to identify below, as indicated any suspended or debarred individuals appearing in the list in paragraph (a)(1) above whom they employ, associate with or have a relationship to. Such employment, business associations and relationships will be examined to determine the impact of those ties on the responsibility of the offeror as a government contractor. Verification of suspected suspended/debarred individuals may be obtained as indicated in paragraph (a)(2) above.

Name and Title of
Suspended or Debarred
Individual(s): _____

Organization: (If
other than offeror)

Describe Association/
Relationship: (e.g.,
employee, consultant)

52.211-9P36 FDA COMPLIANCE (JAN 1992) DSCP

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

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 order commencement date yet to be determined through the 18-month performance period..

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

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

52.216-22 -- Indefinite Quantity (Oct 1995)

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

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

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

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

52.216-9P04 RESPONSIBILITY FOR ADMINISTRATION OF DELIVERY ORDER(S) (AUG 1992) DSCP

Delivery orders issued against this indefinite delivery contract shall be administered by the person who placed the order on behalf of the government, i.e., the commissary ordering officer or the ordering officer responsible for the troop support activity. Ordering officers are authorized to modify delivery orders and perform all administrative functions pertaining to such orders including termination of the order for late deliveries and other product nonconformances. In these cases, the applicable agency, commissary, or activity may procure the supplies locally. Ordering officers, however, are not authorized to sign purchase orders or contracts and cannot take any action to charge the account of the contractor unless they are also contracting officers. Only an authorized contracting officer acting on behalf of the agency, commissary or activity can take these particular procurement action. Administration of the terms and conditions set forth in the IDC is the responsibility of the DSCP contracting officer. The ordering officer shall also notify the DSCP contracting officer of all terminations and repurchase actions which were processed under the IDC.

52.216-9P24 ECONOMIC PRICE ADJUSTMENT (EPA) – ACTUAL MATERIAL COSTS (MAY 2006) DSCP

(a) WARRANTIES. The Contractor warrants that---

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

(2) all prices invoiced under this contract shall be computed in accordance with the provisions of this clause.

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

(1) "*Contract unit price*" means the total fixed price per unit charged to DSCP for a product delivered to DSCP's customers. The contract unit price consists of two components: delivered price and distribution price, further defined below. The sum of these two component unit prices shall be rounded up or off as applicable, to two (2) places to the right of the decimal point to calculate the contract unit price.

(2) "*Delivered price*" means the current net price per unit charged to the Contractor for supplying the Contractor a representative weekly requirement for an item covered in the ordering catalog to the Contractor's distribution point not later than the Thursday, 12:30 PM ET cutoff for updating the following ordering week's ordering catalog price. The last (most recent) vendor price for an item should usually meet this definition if covering a substantial quantity

of the Contractor's deliveries for the subsequent weekly period. Only the delivered price component of the contract unit price is subject to adjustment under this clause.

(3) "*Distribution price*" means the firm fixed price portion of the contract unit price, offered as a dollar amount per unit of issue, which represents all the elements of the contract price other than the delivered price. The distribution price typically covers the Contractor's projected general and administrative expenses, overhead, packaging costs, transportation costs from the contractor's distribution point, and any other projected expenses associated with delivery to DSCP's customers, plus profit. This price shall remain constant for the complete term of the contract period then in effect. Distribution prices shall be formatted to two (2) places to the right of the decimal point, for example, \$.50 per case.

(4) "*Ordering catalog*" means the listing of items and their corresponding contract unit prices available for ordering under this contract. Initially it will include only items for which fixed pricing has been established at contract award. Additional items may be priced and added to the ordering catalog following contract award, under procedures specified elsewhere in the contract.

(5) "*Ordering week*" means from Sunday at 12:01 AM through the following Saturday until midnight Eastern Time (ET, standard or daylight as applicable).

(c) PRICE ADJUSTMENTS.

(1) General.

(A) All ordering catalog prices shall be fixed and remain unchanged until changed pursuant to this clause or other applicable provision of the contract. If the Contractor's applicable delivered price changes after the contract date, the corresponding contract unit price shall be changed (increased or decreased) by the same amount. The price change shall be effective at the beginning of the next ordering week. All ordering catalog unit prices computed in accordance with this clause and in effect when an order is placed shall remain in effect for that order through delivery. DSCP will be charged the contract unit price at time of each order regardless of any changes in the unit price occurring in any subsequent ordering week. In the event the Contractor finds a price recorded in the ordering catalog was not computed in accordance with this clause, the Contractor shall immediately notify the Contracting Officer in writing and promptly thereafter submit a refund proposal. The posting of updated prices in the ordering catalog, calculated in accordance with this clause, constitutes a modification to this contract. No further contract modification is required to effect the change.

(B) The Contractor shall submit a request weekly for approval of price changes and for the retention of current prices, no later than Thursday, 12:30 PM ET to be effective in the following ordering week's ordering catalog prices. The Contractor shall notify the Contracting Officer of its request in the form of an EDI 832 transaction set or via an update to the USDA web-ordering tool, as applicable, of any change or correction to the previous request. The notice shall include the Contractor's adjustment in the delivered price component of the applicable contract unit price.

(C) The Contracting Officer may at any time require the submission of supporting data to substantiate any requested price change or the requested continuation of the pre-existing price for any item, including prices applicable to prior ordering weeks. Upon notice from the Contracting Officer that supporting data is required, the Contractor shall immediately furnish to the Government all supporting data, including but not limited to, invoices, quotes, price lists and any other substantiating information requested by the Contracting Officer.

(D) The Contracting Officer may reject any price change or request to maintain a current price for any item, to the extent such price is found not to be representative of the Contractor's current delivered price.

(E) Should the Contracting Officer determine that a price change request contained an erroneous unit price or price change, the Contracting Officer may direct that the impending price be set at the amount determined by the Contracting Officer to reflect the current delivered price, or may direct that the item in question be removed from the Contractor's ordering catalog, without liability to the Contractor or the Government. The Government reserves the right to procure such removed items from any alternate source of supply.

(F) If the Contracting Officer does not notify the Contractor by Friday, 12:30 PM ET that a price or a price change request is being questioned or has been found to be erroneous, the requested contract unit price changes become effective with the beginning of the following ordering week. Price change requests that the Contracting Officer questions or finds to be inconsistent with the requirements of this clause shall not be posted until the Contracting Officer specifically authorizes the posting.

(G) For all proposed prices that were not correctly entered in time into the ordering catalog for the following week, or were identified following the commencement of the applicable ordering week, and any excessive prices found in prior ordering catalogs, the Contractor shall promptly refund the difference between the correct amount and the incorrect amount to the Government, whether identified by the Contractor or by the Contracting Officer.

(H) The Contracting Officer may also identify and forward to the Contractor for appropriate action, any prices the Contracting Officer deems excessive, such as when they are higher than lower delivered prices for items of comparable quality which are reasonably available to the Contractor from other sources. The Contracting Officer may subsequently remove any such item from the ordering catalog if the Contractor does not take appropriate corrective action in such instances.

(2) Limitations. All adjustments under this clause shall be limited to the effect on contract unit prices of actual increases or decreases in the delivered prices for material. There shall be no upward adjustment for—

- (A) Supplies for which the production cost is not affected by such changes;
- (B) Changes in unit prices other than those in the ordering catalog; or
- (C) Changes in the quantities of material.

(d) UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT. The aggregate of contract unit price increases for each item under this clause during any single performance period (base or option period) shall not exceed 90 percent of the initial contract unit price in such performance period except as provided hereafter. There is no downward limitation on the aggregated percentage of decreases that may be made under this clause.

(1) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, or in the event the latest actual cost for an item would exceed the allowable ceiling price under the contract, then the Contractor shall immediately notify the Contracting Officer in writing of the facts and circumstances. The notification shall include a revised ceiling the Contractor believes is sufficient to permit completion of the remaining contract performance period, along with appropriate explanation and documentation as required by the Contracting Officer.

(2) If an actual increase in the delivered price would raise a contract unit price for an item above the current ceiling, the Contracting Officer may issue a contract modification to establish a revised price increase limit for the item(s) for the remainder of the current performance period. If the contract ceiling will not be raised, or raised sufficiently, to enable continued ordering of the item, the Contracting Officer shall so promptly notify the Contractor in writing.

(e) EXAMINATION OF RECORDS.

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

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

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

52.217-9 -- Option to Extend the Term of the Contract. (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 2 days of expiration of the ordering period; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least _60 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 clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed _72 months.

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

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

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

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (JUN 2004)

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

(1) "Component" means any item supplied to the Government as part of an end product or of another component.

(2) "End product" means supplies delivered under a line item of this contract.

(3) "United States" means the 50 States, the District of Columbia, and outlying areas.

(4) “U.S.-flag vessel” means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Food.

(2) Clothing.

(3) Tents, tarpaulins, or covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply—

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To end products incidentally incorporating cotton, other natural fibers, or wool, for which the estimated value of the cotton, other natural fibers, or wool--

(i) Is not more than 10 percent of the total price of the end product; and

(ii) Does not exceed the simplified acquisition threshold in FAR Part 2;

(3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;

(4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or

processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;

(5) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or

(6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if—

(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.

(d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract—

(i) Shall be taken from the sea by U.S.-flag vessels; or

(ii) If not taken from the sea, shall be obtained from fishing within the United States; and

(2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.

52.246-9P29 ADMINISTRATIVE COST TO THE GOVERNMENT IN PROCESSING CONTRACT MODIFICATIONS (JAN 1992) DSCP

Where contract modifications are issued solely for the benefit of the contractor, e.g., acceptance of nonconforming supplies or change in place of performance or delivery, the sum of \$100.00 (the government's administrative cost to process the modification) shall be obtained from the contractor in addition to any other monetary consideration.

52.246-9P31 SANITARY CONDITIONS (JAN 1998) DSCP

(a) Food Establishments.

(x) (1) establishments furnishing food items under DSCP contracts are subject to approval by the Military Medical Service or another agency acceptable to the Military Medical Service. The government does not intend to make any award for, nor accept, any subsistence products manufactured or processed in a plant which is operating under such unsanitary conditions as may lead to product contamination or constitute a health hazard, or which has not been listed in an appropriate government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U.S. Army Veterinary Command. Suppliers also agree to inform the contracting officer immediately upon notification that a manufacturing plant is no longer sanitarily approved and/or delisted from another agency's listing, as indicated in paragraph (2) below. The contracting officer will also be notified when sanitary approval is regained and listing is reinstated.

(2) Establishments furnishing the products listed below and appearing in the publications indicated need not be listed in the "Directory of Sanitarily Approved Food Establishments".

(i) Meat and meat products and poultry and poultry products from establishments which are currently listed in the "Meat and Poultry Inspection Directory", published by the Meat and Poultry Inspection Program AMS, USDA. The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the agency.

(ii) Meat and meat products for direct delivery to military installations within the same state may be supplied when the items are processed under state inspection in establishments certified by the USDA as being equal to federal meat inspection requirements.

(iii) Poultry, poultry products, and shell eggs from establishments listed in the "List of Plants Operating under USDA Poultry and Egg Grading Programs" published by Poultry Programs, Grading Branch, AMS, USDA. Egg products (liquid, dehydrated) from establishments listed in the "Meat and Poultry Directory" published by the Food Safety Inspection Service. All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the agency.

(iv) Fish and fishery products from establishments listed in the "Approved List--Sanitary Inspected Fish Establishments", published by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration, National Marine Fisheries Service.

(v) Milk and milk products from plants having a pasteurization plant compliance rating of 90 or more, as certified by a state milk sanitation rating officer and listed in "Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers", published by the U.S. Public Health Service. These may serve as sources of pasteurized milk and milk products as defined in paragraph N, Section I, Part II of the "Grade 'A' Pasteurized Milk Ordinance, 1978 Recommendations of the U.S. Public Health Service", Public Health Service Publication No. 229.

(vi) "Dairy Plants Surveyed and Approved for USDA Grading Service", published by Dairy Division, Grading Branch, AMS, USDA.

(vii) Oysters, clams and mussels from plants listed in the "Interstate Certified Shellfish Shippers Lists", published by the U.S. Public Health Service.

(3) Establishments furnishing the following products are exempt from appearing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", or other publication, but will remain subject to inspection and approval by the Military Medical Service or by another inspection agency acceptable to the Military Medical Service:

(i) Fruits, vegetables and juices thereof.

(ii) Special dietary foods and food specialty preparations (except animal products, unless such animal products are produced in establishments covered by paragraphs (2)(i), (2)(iii), or (2)(iv) above).

(iii) Food oils and fats (except animal products, unless such animal products are produced in establishments covered by paragraph (2)(i), (2)(iii), or (2)(iv) above).

(iv) foreign establishments whose prepackaged finished items are imported by distributors or brokers into the United States as brand name items and then sold to armed forces procurement agencies for commissary store resale.

(4) Subsistence items other than those exempt from listing in the U.S. Army Veterinary Command "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", bearing labels reading "Distributed By", etc., are not acceptable unless the source of manufacturing/processing is indicated on the label or on accompanying shipment documentation.

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

(b) Delivery Conveyances.

The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent contamination of the supplies, and if applicable, equipped to maintain any prescribed temperature. (Semiperishable supplies shall be delivered in a non-refrigerated conveyance.) The delivery conveyances shall be subject to inspection by the government at all reasonable times and places. When the sanitary conditions of the delivery conveyance have led, or may lead to product contamination, or they constitute a health hazard, or the delivery conveyance is not equipped to maintain prescribed temperatures, supplies tendered for acceptance may be rejected without further inspection.

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

(1) Shipped in interstate commerce,
 (2) Seized under either act or inspected by the Food and Drug Administration or Department of Agriculture.

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

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

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

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

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

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.dla.mil/j-3/j-336/icps.htm> **OR** <http://www.dla.mil/j-3/j-336/logisticspolicy/procurementlinks2.htm>.

*The following additional clauses are incorporated by **REFERENCE**:*

<u>CLAUSE NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	JUL 2004
52.219-16	Liquidated Damages – Subcontracting Plan	JAN 1999
52.247-34	F.O.B. Destination	NOV 1991

ADDENDUM TO 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

The following paragraphs of 52.212-1 are amended as indicated below:

1. Paragraph (b), *Submission of Offers.*

a. See Standard Form 1449 (Continuation Sheet), on page 3, for any specific instructions on how to submit your offer if mailed or handcarried.

b. Faxed offers are NOT authorized for this solicitation.

c. Add the following:

(12) Proposal Preparation

(i) Your offer will consist of two (2) separate and distinct proposals – a Technical Proposal and a Business Proposal. Both proposals must be separately bound and submitted in writing. Each offeror shall submit three (3) copies of its Technical Proposal and two (2) copies of its Business Proposal. Additionally, each offer submitted must contain one entire, completed and signed solicitation along with written responses to Mandatory Submission Requirements and any solicitation amendments. A page limit for many of the factors and sub-factor found in the Technical and Business proposals has been assigned. Pages beyond the limit will not be evaluated. Offerors shall utilize no smaller than a Font size of 11 for page limited responses.

(ii) Evaluations for each proposal, i.e., Technical and Business, will be performed exclusive of one another. Therefore, the Technical Proposal shall contain no reference to cost or price. Conversely, the Business Proposal should not address information requested under an element listed as a technical factor. Cost and price information shall only be contained in the Business Proposal. Each proposal shall be bound separately and labeled appropriately.

(iii) Technical Proposal

(A) The technical proposal must demonstrate the offeror's ability to meet the Government's requirements as set forth in the solicitation. Failure to provide information as requested in any of the technical factors identified in the solicitation section entitled Submission Requirements may be considered a "no response" and may not be ratable or may warrant a "Poor" rating for the applicable factor, sub factor, element or sub-element.

(B) Proposals that are unrealistic in terms of technical or schedule commitments, or unrealistically low in price, will be considered indicative of a lack of understanding of the solicitation requirements.

(C) Firms should prepare proposals and address elements in the same order as presented in the solicitation section entitled Technical Proposal Evaluation Criteria to facilitate the Government's review and evaluation of your proposal. Continuation sheets shall clearly identify the solicitation number and the offeror's name on each page.

(D) To be considered acceptable, the Technical Proposal must provide, at a minimum, the information requested in the section entitled Submission Requirements.

(iv) Business Proposal

(A) The offeror is required to furnish pricing information as outlined in the solicitation section entitled Submission Requirements.

(B) To be acceptable, the firm's business proposal must be complete, realistic, and reasonable.

(v) Unless otherwise stated, the Technical Proposal and the Business Proposal must both be submitted by the date and time specified for the receipt of proposals on page 2 and 3 of the solicitation, or as amended, if applicable.

(vi) A **signed and completed solicitation, in its entirety**, along with responses to the mandatory submission requirements found in the Statement of Work must accompany the Technical and Business proposals, as well as any amendments, if applicable. Make sure all clauses that require a response are completed.

2. Paragraph (c), *Period for Acceptance of Offers*, is revised as follows:
Period of acceptance is **180** days.

3. Paragraph (f), *Late Submissions, Modifications, Revisions, and Withdrawals of Offers*, is deleted in its entirety and replaced with the following:

(f) Late Submissions, Modifications, Revision, and Withdrawals of Offers.

(1) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and:

(i) It was sent by mail or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after the receipt at the Government installation.

(ii) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals.

(iii) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or it is the only proposal received.

(2) Any modification or revision of a proposal or response to requested information, including any final proposal revision, is subject to the same conditions indicated above.

(3) Notwithstanding the above, a late modification or revision of any otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(4) Proposals may be withdrawn by written notice (including facsimile) received at any time before award.

4. Paragraph (h), *Multiple Awards*, is revised to add the following:

The Government intends to make one award per zone, but reserves the right to make multiple awards per zone.

(a) DSCP will hold a total of three separate pre-proposal conferences in Philadelphia, San Antonio and San Diego to explain and clarify the requirements of this solicitation and to respond to general questions raised by prospective offerors. Interested firms are encouraged to attend one of the conferences. Write or call Contracting Officer, Frank Holder, at 215-737-3311 (EMAILFrank.Holder@dla.mil) or the Contracting Officer, Steven Merch, at 215-737-4508 (EMAILSteven.Merch@dla.mil) if you plan to attend. The DSCP FAX number is 215-737-7166.

(b) Prospective offerors are requested to submit questions in writing at least five (5) days prior to the first conference to allow inclusion of the questions in the agenda. Questions will be considered at any time prior to or during the conference, however, offerors will be asked to confirm verbal questions in writing. Responses to all questions will be incorporated in an amendment to the solicitation.

(c) The government will not be liable for expenses incurred by an offeror prior to contract award.

(d) Offerors are cautioned that remarks and explanations provided at the conference shall not change the terms of this solicitation unless the solicitation is amended in writing.

(e) The conferences will be held at:

Location: San Antonio Location TBD

Date: 02 August 2006

Time: 9:00 AM

Location: Philadelphia Location TBD

Date: 03 August 2006

Time: 9:00 AM

Location: San Diego Location TBD

Date: TBD – week of August 7th 2006

Time: 9:00 AM

(f) Cutoff date for receipt of questions is: 28 July 2006

(g) If planning to attend this conference, please submit the following information:

Name of firm

Name and title of representative(s) who will attend

Address of firm

Phone and FAX numbers

Size of Business

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award at least one contract per zone resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors, listed in descending order of importance, shall be used to evaluate offers:

1.0 Quality Assurance/Product Quality

2.0 Past Performance / Corporate Experience

3.0 Distribution Plan

4.0 DLA Mentoring Business Agreements

Technical and past performance, when combined are significantly more important than cost or price

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced.

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

ADDENDUM TO 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(d) Source Selection and Evaluation Procedures:

(1) Summary

Subsequent to the date specified in the solicitation for receipt of proposals, all timely proposals will undergo a technical and business evaluation as described in paragraph (b)(2) below. The Contracting Officer may make a competitive range determination based on these evaluations, and submit it to the Source Selection Authority (SSA) for approval. Unless award is made on the basis of initial proposals, written and/or oral discussions will be conducted with all offerors in the competitive range. Final revised offers resulting from discussions will undergo further technical and business evaluations. Finally, an offer will be selected for award by the SSA, as described in paragraph (b)(3) below.

(2) Evaluation Process.

(i) Technical Evaluation Process – Offers are required to submit the technical proposal in writing, as prescribed in the section of this solicitation entitled "Submission Requirements". Each technical proposal will be evaluated by the Technical Evaluation Panel against the technical factors specified in paragraph (a) above. Proposals so technically deficient as to make them technically unacceptable will be rejected as unacceptable, regardless of the cost or price offered. No discussions will be held with rejected offerors, nor will any rejected offeror be given an opportunity to revise its offer to correct deficiencies in order to become acceptable after the date and time specified for the receipt of offers.

(ii) Business Evaluation Process – Each proposal will be evaluated against the requirements of the solicitation. The Government will evaluate information other than cost or pricing data, in accordance with FAR 15.4, "Contract Pricing". The Government will evaluate offeror's pricing on all items in the market basket for price reasonableness and realism to include a separate evaluation of individual distribution prices and individual delivered prices. The estimated quantities for the market basket items will be multiplied by the unit price for the corresponding item to determine the lowest aggregate cost to the Government. Pricing will be evaluated for all options the same manner. The base contract and options will be summed to determine the lowest aggregate price to the Government. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of the options does not obligate the Government to exercise the option(s).

Selection Process

The final technical ratings will be furnished to the Contracting Officer by the Technical Evaluation Panel. The Contracting Officer will prepare a written recommendation for award and forward it to the SSA. It is the ultimate decision of the SSA to determine which offeror receives the award.

52.212-3 -- Offeror Representations and Certifications -- Commercial Items (Jun 2006)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov> . If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) *Definitions.* As used in this provision:

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.]

(3) Taxpayer Identification Number (TIN).

* TIN:_____.

* TIN has been applied for.

* TIN is not required because:

* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

* Offeror is an agency or instrumentality of a foreign government;

* Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

- * Sole proprietorship;
- * Partnership;
- * Corporate entity (not tax-exempt);
- * Corporate entity (tax-exempt);
- * Government entity (Federal, State, or local);
- * Foreign government;
- * International organization per 26 CFR 1.6049-4;
- * Other _____.

(5) Common parent.

- * Offeror is not owned or controlled by a common parent:
- * Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

- (1) *Small business concern.* The offeror represents as part of its offer that it ___ is, ___ is not a small business concern.
- (2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ___ is, ___ is not a veteran-owned small business concern.
- (3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ___ is, ___ is not a service-disabled veteran-owned small business concern.
- (4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ___ is, ___ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this

provision.] The offeror represents that it ___ is, ___ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern).

[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it ___ is, a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. *[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) *[Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).]* The offeror represents as part of its offer that it ___ is, ___ is not an emerging small business.

(ii) *[Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).]* Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million

101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It ___ is, ___ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ___ has, ___ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ___ is, ___ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ___ is, ___ not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Representations required to implement provisions of Executive Order 11246 --*

(1) Previous contracts and compliance. The offeror represents that --

(i) It ___ has, ___ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ___ has, ___ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Moroccan End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
---------------	-------------------

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) __Are, __ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) __Have, __have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) __Are, __are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certification electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. *[Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated into his offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]*

Alternate I (Apr 2002).

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) *[The offeror shall check the category in which its ownership falls]:*

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

ATTACHMENT TO 52.212-3

**252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM
CERTIFICATE (JUN 2005) DFARS**

(a) Definitions.

“Domestic end product,” “foreign end product,” “qualifying country,” “qualifying country end product,” and “United States” have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation.

The Government—

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and Identification of Country of Origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that—

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
_____	_____
_____	_____
_____	_____
_____	_____

(3) *The following end products are other foreign end products:*

Line Item Number	Country of Origin (If known)
_____	_____
_____	_____
_____	_____
_____	_____

**252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—
COMMERCIAL ITEMS (JUN 2005) DFARS**

(a) Definitions.

As used in this clause--

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside

the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity certifies that it--

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it--

___Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include clause 252.247-7023, Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

The following ADDITIONAL PROVISIONS are set forth in FULL TEXT:

52.209-9P06 RESPONSIBILITY OF OFFEROR (JAN 1992) DSCP

In considering the responsibility of an offeror, the government reserves the right to determine the responsibility of the offeror's proposed subcontractor(s) or supplier(s). The same factors shall be used to determine the responsibility of the offeror and its subcontractor(s) or supplier(s). The determination of responsibility of a proposed subcontractor or supplier shall not be construed to relieve the contractor of the sole responsibility of assuring that performance of all work under the contract is in strict accordance with its terms and conditions.

52.211-9P38 PLACE OF PERFORMANCE (NOV 2005) DSCP

(a) The offeror must stipulate in the Place of Performance clause included in this solicitation information pertinent to the place of performance. Failure to furnish this information with the bid may result in rejection of the offer/bid.

(b) No change in the place(s) of performance shall be permitted between the opening/closing date of the bid/offer and the award except where time permits and then only upon receipt of the contracting officer’s written approval.

(c) Any change in place(s) of performance cited in this offer and in any resulting contract is prohibited unless it is specifically approved in advance by the contracting officer.

Paragraph (d) is applicable only when checked.

[x](d) When a subcontractor is to perform any portion of the work called for in this solicitation or in any resulting contract, the contracting officer may require a copy of the subcontracting agreement.

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

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

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

NOTE: If using one or more plants or facilities as indicated, offeror/respondent shall provide the following additional information for each plant location to be used in the performance of a contract resulting from this solicitation.

<u>Item</u>		<u>Business Size Status</u>

52.217-5 -- Evaluation of Options (Jul 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

**52.219-9002 DLA MENTORING BUSINESS AGREEMENTS (MBA) PROGRAM
(DEC 1997) DLAD**

(a) The offeror is invited to participate in a program whereby small, small disadvantaged, and women-owned small businesses are afforded the opportunity (through the offeror's provision of developmental assistance in its capacity as prime contractor) to participate in the DLA procurement process. (The offeror may alternatively propose to mentor a Javits-Wagner-O'Day (JWOD) Act-qualified nonprofit agency.) In order to participate, the offeror shall submit a proposal outlining the assistance already rendered or to be provided to the protege, as well as the kinds of value-added activity the offeror might expect to receive, in return, from the mentored entity. The offeror-mentor may propose to provide the benefit of its managerial expertise, technical capabilities, market knowledge, etc.; the protege will be expected to provide a specialized service or product, or, potentially, admission into its own market. Participation is entirely voluntary.

(b) The Government will evaluate the offeror's proposal for participation in the DLA MBA Program on a comparative basis among all offerors, rather than via establishment of an "acceptable" standard. The factor is an independent element in the overall award decision; the offeror who proposes or demonstrates the most comprehensive plan for tutoring a protege will receive the highest rating for this evaluation factor during the source selection process. The evaluation will assess the offeror's willingness to assist such entities in receiving better market shares, improving their processes, and generally contributing to their viability under long-term contracting arrangements.

(c) The proposal submitted by the successful offeror will be incorporated into its contract with DLA. The successful offeror will be expected to incorporate the salient points of the evaluated proposal into a written agreement (the MBA) with a protege selected by the offeror. The offeror's performance under the proposal will be monitored by the contracting officer and cognizant small business specialists (from the buying activity and/or the Defense Contract Management Agency) during the contract period. This performance will be one factor used to determine placement of orders against multiple-award contracts and/or exercise of options in the contract's follow-on years (as applicable). It will also be used as an independent evaluation factor, and as an element of past performance evaluation, in subsequent source selection decisions.

52.233-9000 AGENCY PROTESTS (SEP 1999) DLAD

Companies protesting this procurement may file a protest 1) with the contracting officer, 2) with the General Accounting Office, or 3) pursuant to Executive Order No. 12979, with the

Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (Note: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (JUN 2001) DLAD

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here []. Alternate wording may be negotiated with the contracting officer.

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.dla.mil/j-3/j-336/icps.htm> OR <http://www.dla.mil/j-3/j-336/logisticspolicy/procurementlinks2.htm>.

*The following additional provisions are incorporated by **REFERENCE**:*

<u>PROVISION NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004

SUBMISSION INFORMATION**I. GENERAL**

- A. The Government is committed to utilizing the Trade-Off Process as the means for selecting the most qualified vendor(s) for each zone. The Trade-Off Process allows the Government to assess each firm's technical expertise and pricing to determine the firm that presents the best value to the customers in each zone. The technical factors, when combined, are significantly more important than pricing. However, as proposals become more equal in their technical merit, the evaluated price becomes more important.
- B. Your offer will consist of two (2) separate and distinct proposals – a Technical Proposal and a Business Proposal. Each proposal must be separately bound and submitted in writing. Each offeror shall submit three (3) copies of its Technical Proposal and two (2) copies of its Business Proposal. Each offer must contain one entire, completed and signed solicitation including all corresponding amendments. Each offer must contain written responses to the mandatory submission requirements for the Seasonal Acquisition Plan, Force Protection, Surge/Mobilization and EDI Compliance elements of the Statement of Work. Firms proposing to offer on more than one zone must submit separate and complete offer for each zone.
- C. Evaluations for each separate proposal will be performed exclusive of one another. Therefore, the Technical Proposal shall contain no reference to cost or price. Conversely, the Business Proposal should not address information requested under an element listed as a technical factor. Cost and Pricing information shall only be contained in the Business Proposal. Each proposal shall be bound separately and labeled accordingly.
- D. The Technical Proposal will be evaluated for technical capability, while the Business Proposal will be evaluated for price realism and reasonableness in accordance with the evaluation criteria outlined in the "Evaluation Factors for Award" section of this solicitation. Proposals will be evaluated in accordance with the factors listed in the solicitation. The rating methodology for the Technical Proposal will be adjectival, i.e., Excellent, Good, Fair, or Poor.
- E. To ensure that an accurate proposal is submitted, **address each factor and each factor's sub-factors in the order in which presented in the submission requirements for each volume.** Following the prescribed order ensures that the offer contains all relevant information.
- F. A page limit for many of the factors and sub-factor found in the Technical Proposal has been assigned. Pages beyond the limit will not be evaluated. Proposals should clearly label the Factors and Sub-Factors as addressed. Offerors shall utilize no smaller than a Font size of 11 for page limited responses.
- G. Subject to assigned page limits, offerors may provide additional technical information that will enhance the proposal; however, overly elaborate proposals that contain information not pertinent to this acquisition are not desired. **Failure to provide the information requested may render the proposal unacceptable and may lead to a rejection of the offer.** The Government reserves the right to incorporate into the resultant contract(s) those elements of an offeror's technical proposal that exceed solicitation requirements.
- H. The Business Proposal Market Basket unit prices are essentially for evaluation purposes, however, the market basket items will become part of the catalog. For the first week of the contract, unit prices submitted at the time of final proposal revisions must be reflected on the catalog unless such deviations are approved by the contracting officer. The Government does not anticipate that the unit prices for items in the Market Basket should change significantly for any orders placed early in the contract, unless documented market conditions arise.

- I. The Government reserves the right to verify any information presented in the technical and business proposals.

II. **TECHNICAL FACTORS**

All offerors are required to submit information on their firm's level of technical capability to support the customers found under the solicitation. Each offeror will be evaluated through a combination of independent assessment against the Government's rating criteria and risk assessment.

Technical factors 1 through 4 listed below are in descending order of importance. Factor 1 is slightly more important than Factor 2. Factor 2 is significantly more important than Factor 3. Factor 3 is significantly more important than Factor 4. In Factors 1-2 the sub-factors are listed in descending order of importance.

1. Quality Assurance/Product Quality:
 - 1.1 Warehouse Quality
 - 1.2 Inventory Turnover
 - 1.3 Temperature & Humidity Controls
2. Past Performance/Corporate Experience:
 - 2.1 Past Performance
 - 2.2 Corporate Experience
3. Distribution Plan
4. DLA Mentoring Business Agreements (MBA)

III. **PRICING**

The pricing for each zone will be measured through the Market Basket Approach. The Market Basket Approach is a grouping of items along with the estimated quantities. The items found in the Market Basket represent approximately 75% of the estimated annual dollar value for that particular zone. Offers are required to submit their unit price for each item, broken down into the corresponding Delivered Price and Distribution Price components.

- A. Pricing will be based on the following formula:
Unit Price = Delivered Price + Distribution Price

- B. Definitions:

1. Unit Price - The unit price is defined as the total price charged to DSCP per unit for a product delivered to the government.
2. Delivered Price - The "delivered price" is defined as the last invoice price of a product the vendor has paid a manufacturer or supplier or grower for that product delivered to its distribution point. This is sometimes referred to as "landed cost."
3. Distribution Price - The distribution price is defined as a firm fixed price, offered as a dollar amount, which represents all elements of the contract price other than the delivered price. The distribution price typically consists of the contractor's projected general and administrative expenses, overhead, packaging costs, transportation costs from the contractor's distribution point, any other projected expenses associated with delivery and profit. This dollar amount shall remain constant for the complete term of the base period. Distribution prices shall be formatted to no more than two (2) places to the right of the decimal point, for example, \$2.50

IV. Mandatory Submission Requirements - Plans.

The following plans shall be submitted with offerors' proposals. These will not be evaluated, and they are not part of the separate, rated, technical and business proposal submissions. Whether or not formal discussions of the technical and/or business proposals are deemed necessary by the contracting officer, the Government may request further explanation of the plans in order to enhance its understanding of the proposals. These questions and responses will not be considered in either the technical or business evaluations, except to the extent that such responses may directly impact those evaluations.

SEASONAL ACQUISITION PLAN

As part of its proposal, offerors are required to submit a Seasonal Acquisition Plan that demonstrates the offeror's ability to supply local produce. The plan will include your firm's definition of local produce, the FF&V items your firm procures from local sources throughout the year and any planned local outreach efforts.

FORCE PROTECTION

As part of its proposal, offerors are required to submit a Force Protection plan that demonstrates compliance with Force Protection requirements.

SURGE/MOBILIZATION

As part of its proposal, vendors are required to be able to support sudden short and long-term increases in ordering requirements. Offerors shall submit a plan detailing how additional product, personnel, delivery vehicles and warehouse space will be secured to support any such increases along with any corresponding timeframes. Include copies of any agreements (i.e. mfg/grower letter of support, lease commitments for additional resources, etc.) and any other information the offeror deems important to support such measures. The offeror shall indicate any history of handling sudden short and/or long-term increases in ordering for either DoD or commercial accounts. Provide the name of the individual as a central POC who will coordinate your firm's support efforts.

EDI IMPLEMENTATION

As part of its proposal, vendors are required to submit a EDI Implementation plan that demonstrates compliance with EDI requirements found under Order System section of the Statement of Work. If the offeror is not currently EDI capable, the plan must include time frames for compliance at least one week prior to order commencement.

SUBMISSION REQUIREMENTS

Technical Proposal (submit three copies)

Each offeror is to arrange its proposals in the order shown below. Each individual response should cite the applicable paragraph to which it is responding, e.g. 1.1, 1.2, etc.

FACTOR 1 – QUALITY ASSURANCE / PRODUCT QUALITY

1.1 Submit complete copies of your firm's three (3) most recent independent (ASI, AIB, etc.) warehouse audits plus any state or USDA warehouse inspection reports performed within the last 18 months. Vendor shall also submit proof of its current Perishable Agricultural Commodities Act (PACA) license. (no limit)

1.2 Provide your firm's overall inventory turnover ratio for each of the years 2003, 2004 and 2005. (1 page limit)

1.3 Discuss the different temperature and humidity settings found in your firm's warehouse and how these settings are monitored. (1 page limit)

FACTOR 2 –PAST PERFORMANCE/ CORPORATE EXPERIENCE

2.1 Provide a brief performance record of your five (5) highest dollar value contracts over the last three (3) years, plus any DSCP long-term contracts. Address the following for each of the contracts (3 page limit):

- a. Account Name
- b. Length of time that the account has been serviced
- c. Annual Dollar Value;
- d. Number of delivery locations
- e. Number of deliveries per week
- f. Average number of line items per delivery
- g. On-time delivery percentage
- h. Order fill-rate (cases ordered versus cases accepted) without substitutions annually and monthly for 2005
- i. Point of Contact
- j. Point of Contact Phone Number

2.2 Discuss your firm's overall fresh fruit & vegetable Corporate Experience. Provide number of years as a full-line FF&V distributor, latest yearly dollar value sales, your firm's current total number of full-line FF&V accounts and the average number of deliveries per week over the last year. (3 page limit)

FACTOR 3 – DISTRIBUTION PLAN

Describe in detail your firm's plan for supporting all the delivery points within the zone and how your plan fits into your distribution radius. List your firm's current open warehouse space in terms of square footage, percent available and relationship to annual dollar sales and how supporting the delivery points will impact open warehouse space. List your firm's current delivery fleet and how supporting the delivery points will impact your delivery fleet. Discuss any plans for acquiring and/or leasing additional warehouse

space and delivery vehicles. Include whether you firm will be subcontracting out any deliveries and if so provide documentation* of your relationship with the subcontractor(s) and specify which customers will be supported by which subcontractor(s). (5 page limit – does not include subcontractor relationship documentation)

*Legally Binding Agreement Of The Parties - Any offerors proposing to provide support through a joint venture or partnership must submit a legally binding agreement demonstrating the relationship and responsibilities of each offeror entering into the joint venture or partnership.

FACTOR 4 – DLA MENTORING BUSINESS AGREEMENTS (MBA) (10 page limit)

A. The DLA MBA Program was designed for prime contractors to provide developmental assistance to small business (SB), small disadvantaged business (SDB), women-owned small business (WOSB), veteran owned small business (VOSB), service disabled veteran owned small business (SDVOSB) and HUB Zone (HZSB) small business concerns for value-added services and/or products. Prime contractors may also mentor Javits-Wagner-O'Day (JWOD) qualified nonprofit agencies for the blind and other severely disabled that have been approved by the Committee for Purchase from People Who Are Blind or Severely Disabled under the JWOD Act.

B. DLA MBA's encourage participation and growth opportunities for small business (SB), small disadvantaged business (SDB), women-owned small business (WOSB), veteran owned small business (VOSB), service disabled veteran owned small business (SDVOSB) and HUB Zone (HZSB) small business concerns or JWOD workshop that will participate in carrying out the requirements of the prime contract. The opportunities must constitute real business growth, which is measurable and meaningful.

C. An MBA shall be a written agreement between the prime contractor and the small business (SB), small disadvantaged business (SDB), women-owned small business (WOSB), veteran owned small business (VOSB), service disabled veteran owned small business (SDVOSB) and HUB Zone (HZSB) small business concerns involved. The mentor will be required to submit periodic progress reports on its agreements. An MBA shall include, at a minimum, the following elements:

a. Participants

Cite the criteria in selecting a firm or firms with whom to mentor. In addition, include the following information with all submissions:

1) Name, address, and plant location for contract holder and potential SB/SDB/WOSB/VOSB/SDVOSB or JWOD participant(s).

2) Point of Contact, job title, and phone number of all personnel involved in the development and oversight of any agreement from both parties.

3) The number of people employed by the small business (SB), small disadvantaged business (SDB), women-owned small business (WOSB), veteran owned small business (VOSB), service disabled veteran owned small business (SDVOSB) and HUB Zone (HZSB) small business concerns. If the firm is in the service sector, specify its annual average gross revenue for the last three (3) fiscal years.

b. Agreement Type

1) Describe the type of agreement executed by the contract holder and the small business (SB), small disadvantaged business (SDB), women-owned small business (WOSB), veteran owned small business (VOSB), service disabled veteran owned small business (SDVOSB) and HUB Zone (HZSB) small business concerns or JWOD entity. The agreement should state the benefits of the

plan for both parties. The Contracting Officer will review the plan to ensure that the agreement will not jeopardize future contract performance. The agreements should clearly define the roles and responsibilities of each party. Plans that identify new business ventures rather than expansion of existing agreements are preferred.

2) DLA MBA Agreements shall specifically identify the areas of developmental assistance (i.e. management/technical) that will be provided. The offeror should provide a discussion of the areas chosen for development/ enhancement. Describe the scope of the plan, i.e. whether the plan will be specifically related to the requirements contained in the solicitation or will the plan cover other government and commercial customers.

3) Offerors shall identify and describe the management control techniques that would be used to insure that contract requirements are met. This should include the record keeping and communication techniques and the methods to be used to control and track performance.

c. Measurements and Reporting

1) Provide milestones for program implementation.

2) Discuss and describe the measurements/yardsticks that will be utilized to determine if program objectives and goals have been met. Projections of successful program measurements should result in:

a. An increase in the dollar value of subcontracts awarded to SB/SDB/WOSB and JWOD workshops under DLA contracts.

b. An improvement in the participation in DoD, other federal agencies and commercial contracting opportunities.

3) Mentors will be required to submit periodic progress reports on their agreements.

4) Copies of signed MBA's that are currently in place (and will apply to proposed contract) are required to be submitted.

THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ALL ASPECTS OF AN OFFEROR'S TECHNICAL AND BUSINESS PROPOSALS.

SUBMISSION REQUIREMENTS

Business Proposal (submit 2 copies)

1. MARKET BASKET PRICING

A. For each zone, the Government has selected a market basket of items for evaluation that represent approximately 75% of the estimated dollar value. The market basket for each zone can be download from the DSCP website at <http://www.dscp.dla.mil/subs/produce/pv/index.asp>. Offerors must submit pricing information along with proof of delivered pricing in the form of an invoice or quotes for each item in the market basket. The unit prices of all items found in the market basket will be comparatively assessed to identify any unusually high or low priced items.

B. Estimated quantities for an 18-month period are indicated next to each item and are for information and evaluation purposes only. The items found in the Market Basket will be weighted against the estimated 18-month requirements of the ordering activities and evaluated for the lowest overall aggregate cost to the Government.

C. Offerors are to submit the most current unit prices (valid within two weeks prior to submission of closing) for each of these items. This unit price must be in a format that shows the delivered price and the distribution price as separate entries, then totaled. For example, if the delivered price is \$2.00 and the distribution price is \$0.50, pricing should be formulated as follows:

$$\text{\$ } 2.00 + \text{\$ } .50 = \text{\$ } 2.50$$

1. Do Not Submit only the Unit Price; the two (2) elements must be shown separately, as two distinct evaluations are being performed.
2. **DO NOT** deduct any Food Show allowances from the delivered price in your business proposal.
3. Prices for all items are to be submitted according to the Government's Unit of Issue (THERE ARE NO EXCEPTIONS). All items listed in the solicitation will ultimately become part of the vendor's catalog. The most recent prices submitted prior to award will be incorporated into the vendor's catalog.

D. DISTRIBUTION PRICES

1. The offeror shall provide separate standard distribution pricing for all categories of items for Groups 1 and 2. Offerors can submit the same distribution price for both Groups of customers. Each distribution price shall be a case price.
2. During the evaluation phase, DSCP will combine the two distribution prices to produce a weighted average for evaluation purposes only. The weights will be determined by the estimated percentage of dollar value sales for each group of customers.* The weights per zone are as follows:

Zone	Group 1	Group 2	Group 3
Arizona	40%	60%	
San Francisco	80%	20%	
So Nevada	25%	75%	
Kentucky	35%	65%	
Missouri	75%	25%	
Tennessee	50%	50%	
COLORADO, W SD & E			
WY	15%	85%	

MONTANA , N. WY& W.			
ND	10%	90%	
Zone	Group 1	Group 2	Group 3
Utah	10%	90%	
ILLINIOS	10%	90%	
MD, N. VA, DC & DE	35%	65%	
North Dakota	45%	55%	
New England	45%	55%	
Upper New York	60%	40%	
Alaska	30%	70%	
Seattle	75%	25%	
SPOKANE, WA & IDAHO	20%	80%	
AL & FL Panhandle	30%	70%	
FL- Central	15%	85%	
FL-North	55%	45%	
FL-South	10%	90%	
Georgia	55%	45%	
NEBRASKA & KANSAS	45%	55%	
New Mexico	25%	75%	
Oklahoma & TX Panhandle	25%	75%	
Arkansas	15%	85%	
Louisiana	45%	55%	
Mississippi	35%	65%	
Dallas	50%	50%	
El Paso	55%	45%	
Houston	20%	80%	
San Antonio	45%	55%	

* Example:

Zone: Louisiana

Group 1 Distribution Price: \$1.00/case

Group 2 Distribution Price: \$2.00/case

Weighted Distribution Price (for evaluation purposes only):

(Grp 1 Dist Price * Grp 1 Weighted %) + (Grp 2 Dist Price * Grp 2 Weighted %) =

Weighted Dist Price

$$\begin{array}{rcl}
 (\$1.00 * 45\%) + (\$2.00 * 55\%) & = & \\
 \$0.45 & + & \$1.10 & = & \$1.55
 \end{array}$$

3. The distribution prices shall remain constant for the base term of the contract; however, may remain the same, increase, or decrease for each option period.

E. DELIVERED PRICES

1. ALL offered delivered prices must be substantiated with a copy of the grower/supplier's invoice for each item in the solicitation. The Item Number must be marked on each invoice so as to identify the invoice's corresponding item. The preferred documentation is the grower/supplier invoice. If you do not have an invoice, a written quote from the grower/supplier will be accepted. All invoices and quotes must be from sources the offeror the currently uses or plans to use to support the resultant contract. Any quote must be presented in the following manner:

1. Detailed on grower/manufacture letterhead;

2. Date price quote was supplied;
 3. Time period price quote is effective; to include expiration date
 4. Quantity covered by price quote;
 5. Grower/Manufacturer part number; and
 6. Grower/Manufacturer's point of contact: including name, title, address, and phone number.
2. The invoices should reflect the prices effective within two (2) weeks prior to closing. If invoices are not available for that time period, the most recent invoices shall be submitted. The Government has a strong preference for invoices over market quotes and prices within two (2) weeks from closing over earlier dates. Invoices that reflect small quantities will be considered the equivalent of a quote. For evaluation purposes, the offeror is required to submit pricing on all items that will meet the government's minimum requirement.
- F. Prices must not extend more than two [2] places to the right of the decimal point. Standard rounding methods should be observed. For example, a delivered price of \$4.578 should be rounded to \$4.58
- G. If an offeror carries a variety of brands for the same item, the price submitted shall be for the lowest priced, technically acceptable, item that meets the Government's minimum requirements.
- H. All items procured under the resultant contract are subject to all contractual clauses and regulations, including, but not limited to DFARS 252.225-7012 Preference for Certain Domestic Commodities and procured from a Sanitarily Approved Source. All invoices and quotes must reflect compliance to contract terms and conditions.
- I. Offerors are required to submit this portion of the Business Proposal on a spreadsheet containing the following information:
1. **Stock Number**
 2. **Item Description** – Government Item Description
 3. **Identical Match** – Use “Y” or “N”
 4. **Estimated Quantity** - Quantity given
 5. **Unit of Issue** – Self-explanatory. Note: Unit of Issue must be same as Government's listed in the Market Basket of Items.
 6. **Delivered Price (DEP)** - the price you actually paid for the item, as substantiated by grower/manufacturer invoice.
 7. **Distribution Price (DIP)** - your distribution price
 8. **Unit Price** - Delivered Price + Distribution Price
 9. **Total** - Estimated Quantity multiplied by Unit Price
 10. **Gov't Average Case Weight** - provided
 11. **Case Weight** – Weight, in lbs, of the offeror's invoice or quoted item. If the case weight varies, provide the weight range.

SAMPLE FORMAT FOR BUSINESS PROPOSAL SPREADSHEET – DO NOT DEVIATE

HEADING: Base Period OR Option 1 OR Option 2 OR Option 3

COLUMNS:

STOCK NUMBER	ITEM DESCRIPTION	IDENTICAL MATCH	ESTIMATED QUANTITY	UNIT OF ISSUE	DEP	DIP	UNIT PRICE	TOTAL	GOV'T AVG CS WT	OFFER CS WT
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- J. When preparing the spreadsheet, totals must appear at the bottom of the "TOTAL" column (#8) and the "DP AGG" column (#10). Each firm must submit a hard copy of their spreadsheet, for the base period and each option period, as well as a copy of the spreadsheet(s) on a disk. (This means five spreadsheets or one spreadsheet with a sheet labeled for the base term plus each option period.)
- K. The offeror must also submit option year unit prices, expressed as the delivered price plus the distribution price. All components of the option period unit price must be rounded to two (2) places beyond the decimal point. If an offeror does not submit option year prices, the offeror's proposal may be rejected. **Option year price increases or decreases are to be expressed in dollars and cents only.** The firm may also elect to offer no change in the distribution prices over the life of the contract.

EVALUATION CRITERIA

TECHNICAL PROPOSAL EVALUATION

Factors 1-4 are in descending order of importance. Factor 1 is slightly more important than Factor 2. Factor 2 is significantly more important than Factor 3. Factor 3 is significantly more important than Factor 4. In Factors 1-2 the sub-factors are listed in descending order of importance.

FACTOR 1 – QUALITY ASSURANCE / PRODUCT QUALITY

1.1 The Government will assess the offeror's overall audit ratings. The Government will review the reports to assess the effectiveness of a firm's food safety and pest controls measures, to uncover any critical findings and ascertain the offeror's ability to correct deficiencies. The Government will also confirm firm holds a current PACA license.

1.2 The offeror's inventory turnover ratio will be analyzed as a metric indicating the level of freshness of the products delivered. Inventory turnover trends will be analyzed.

1.3 The Government will assess the offeror's temperature and humidity controls as a metric in maintaining quality fresh produce. Assessment will include the number of different zones and monitoring procedures.

FACTOR 2 –PAST PERFORMANCE/ CORPORATE EXPERIENCE

2.1 The Government will evaluate the offeror's record of recent contractual performance on high dollar value accounts. The Government will evaluate the offeror's experience on contracts similar in size and scope to the corresponding zone requirements.

2.2 The offeror's Corporate Experience will be evaluated to determine that the offeror possesses an appropriate level of experience to handle the demands of the corresponding zone.

FACTOR 3 – DISTRIBUTION PLAN

The Government will evaluate the offeror's ability to adequate support the number and frequency of deliveries required under the corresponding zone.

FACTOR 4 – DLA MENTORING BUSINESS AGREEMENTS (MBA)

The responses from offerors on the MBA Program will be evaluated on a comparative basis amongst all offerors. The offeror(s) indicating the most comprehensive plan(s) will receive the highest rating; this rating will be further enhanced if the offeror identifies new business ventures rather than expansion of existing agreements. This evaluation will also be used to determine the offeror's willingness to assist small business, small disadvantaged business (SDB), women-owned small business (WOSB), veterans owned small business (VOSB), service disabled veteran owned small business (SDVOSB) and HUB Zone small business in expanding their businesses.

EVALUATION FACTORS FOR AWARD

BUSINESS PROPOSAL EVALUATION

The sub-factors in Factor 1 are in descending order of importance.

1. PRICING

- 1.1 Market Basket Pricing - Pricing is required for all items found in the Market Basket. The Government will perform an aggregate price analysis on all the items found in the Market Basket. The estimated quantities in the Market Basket shall be multiplied by the unit prices to determine the lowest aggregate price to the Government. Option pricing will be evaluated in the same manner. The base and options will then be combined to arrive at an estimated total aggregate price.
- 1.2 Distribution Pricing – the Government will comparatively assess the distribution prices offered by all firms to determine reasonableness.
- 1.3 Delivered Pricing – The Government will comparatively assess the delivered price of each item to determine reasonableness and perform risk assessments by analyzing the ratio of invoices to quotes.

GOVERNMENT'S INTENT TO LIMIT COMPETITIVE RANGE FOR EFFICIENCY PURPOSES

In accordance with FAR 15.306(c)(2) and 10 U.S.C. § 2305(b)(4), the Government reserves the right to limit the competitive range to the greatest number of proposals that will permit an efficient competition among the most highly rated proposals.