

**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 _____

PRIME VENDOR PANAMA

SF1449 - CONTINUATION SHEET

ADMIN DATA/DELIVERY SCHEDULE
CONTINUATION OF THE BLOCKS ON PAGE 1 (SF 1449)

BLOCK 8 (continued):

OFFER DUE DATE/LOCAL TIME: January 25, 2010, 3:00 P.M. PHILADELPHIA TIME

NOTE: This solicitation shall be signed by each offeror and submitted along with each offer. Only one originally signed copy of this solicitation document is required for submission.

All offers are required to be mailed to the DSCP Post Office Box 56667 or hand carried to the DSCP Business Opportunities Office as described on pages 2-3 of the solicitation.

Technical proposals shall address all technical factors in consideration of the contents of this solicitation. Six copies of the submitted technical proposal are required for submission.

Business proposals/pricing must be submitted on the catalog distribution list and schedule of items, attachments 1 and 2, respectively. One copy in Microsoft Excel Spreadsheet format on a CD and one paper copy, of the business proposal/pricing are required for submission. All quotes and/or invoices must be submitted. **Any quote or invoice that references more than one item must be copied and submitted one for each item on the schedule, in item number sequence.**

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

PRIME VENDOR PANAMA

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 package to the Business Opportunities Office prior to the scheduled closing time.

- **NOTE:** Facsimile and E-mail Offers are not acceptable forms of transmission for submission of initial proposals or revisions to initial proposals submitted in response to this amendment. However, DSCP intends to utilize email, as well as other commercially practicable forms of communication if discussions/negotiations are held. If required, final proposal revisions must be submitted to the DSCP Business Opportunity Office in a manner otherwise authorized by the solicitation (i.e., email is not authorized for final proposal revisions). Offerors must address, in their final proposal revisions, all matters raised during negotiations that would effectuate a change from offeror's initial proposals. A failure to address these matters in final proposal revisions, in a timely and authorized manner, by the time final proposal revisions are due, may adversely affect consideration of the offer, including removal of the offer from consideration for award.

BLOCK 17A. (Continued):

OFFERORS: SPECIFY

CAGE CODE: _____
 PRIMARY COMPANY POC/NEGOTIATOR: _____
 PHONE #: _____
 E-MAIL ADDRESS: _____
 FAX NUMBER: _____

BLOCK 17B. (CONTINUED)

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

Offeror's assigned DUNS Number: _____

AUTHORIZED NEGOTIATORS:

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

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

CAUTION NOTICE

NOTICE TO DLA SUPPLIERS

The Government reserves the right to cancel this solicitation. If this should occur, the Government will not be liable for any solicitation preparation costs that vendors may incur.

The Category/Distribution List and the Schedule of Items, Attachments 1 and 2 and Go to War Catalog/Surge and Sustainment Items, Attachment 3, will be provided by DSCP to offerors upon request (e-mail request is preferred). See below e-mail contact information. Business Proposals/Pricing are required to be submitted using attachments 1, 2, and 3 which are in the Microsoft Excel Spreadsheet format. Offerors are required to submit the spreadsheet on CD as well as a printed hard copy. Any proposal which does not include a printed hard copy as well as a copy on CD may result in the rejection of the entire proposal.

DSCP Points of Contact:

Kathryn.Gartland@dla.mil

Robin.Novak@dla.mil

Timothy.Dlugokecki@dla.mil

CAUTION NOTICE continued

Please note that any amended version of the solicitation that is issued is done so for convenience. Offerors should go by the language of the original solicitation and any subsequent amendment itself that is issued.

Please note: There are new input fields in the STORES EDI Information & 810 Transaction Set Transaction reporting requirements. Navy support contracts, such as this one, require the tare weight for packaging material be identified as an additional EDI input. Please reference attachment 5 on page 228. The PVs will be required to indicate the total weight of packaging for each item as well as indicate a break out of the packaging weight by packaging material. For example, if a particular item's packaging is completely cardboard and weighs 2 lbs, the total would indicate 2 lbs. and 2 lbs. of cardboard would also be indicated. Whereas, if an item is packaged with 1 lb. of cardboard and 1 lb. of plastic, the item's tare weight would indicate 2 lb. total packaging, with 1 lb. cardboard and 1 lb. plastic.

PRIME VENDOR PANAMA

CAUTION NOTICE**???? DID YOU REMEMBER TO: ????**

Number	Reminder	Check
1	Request attachments 1, 2 and 3 from the Contracting Officer, as indicated below and use the provided spreadsheets for submission of your pricing and surge information?	
2	Fill in and sign SF1449 as required?	
3	Print one copy of the solicitation from the DSCP web site www.dscp.dla.mil/subs/pv/regions/mideast/pvmideast.asp ? Return one (1) signed and completed copy of this solicitation with your proposal?	
4	Return one (1) signed copy of any future amendments.	
5	Prepare and return 6 copies of the Technical Proposal and 2 copies of the Business Proposal/Pricing?	
6	Submit the Business Proposal/Pricing on the formatted spreadsheets (attachments 1 and 2) in accordance with the instructions in the solicitation (one copy on CD and one hard copy)?	
7	Submit a MANUFACTURER'S quote or invoice for every item listed on attachment 2 (ONE COPY OF THE QUOTE OR INVOICE FOR EACH INDIVIDUAL ITEM)? Label or use a cover sheet for each quote or invoice to identify the item number from the schedule that it supports? Submit the quotes or invoices in item number sequence? Submit quotes or invoices that are dated within forty-five (45) days prior to the date specified for receipt of offers (initial or revised, whichever is later)? Are FOB Origin Terms clearly identified on the quote or invoice? Is the NAPA discount clearly identified on the quote or invoice and removed from the product price? Refer to solicitation for actual requirements.	
8	Submit a list of CONUS and OCONUS "Distribution Points" or "Places of Performance" that will directly support the proposed customers? Warehouses functioning as backups should be designated as such. See the submission requirement for technical factor III, c. Pipeline.	
9	Check your math for accuracy on your Business Proposal/Pricing?	
10	Submit your best offer?	
11	Submit a Subcontracting Plan if your firm is a large domestic business?	
12	Identify your authorized negotiators on page 3 as required. Did you identify which negotiator will serve as the primary point of contact?	

Please contact Contract Specialist Kathryn Gartland or Robin Novak or Contracting Officer Timothy Dlugokecki in order to receive an electronic copy of the category/distribution list and schedule of items, attachments 1 and 2 and a listing of Go to War Catalog/Surge and Sustainment Items, attachment 3. The schedule of items format will be Microsoft Excel Spreadsheet. As stated in note 6 above, please provide a printed hard copy of the Business Proposal/Pricing as well as a copy on CD in the provided format. Any proposal which does not include a printed hard copy as well as a copy on CD may result in the rejection of the entire proposal.

Contract Specialist
Kathryn Gartland
215-737-3780
Kathryn.Gartland@dlamail

Contract Specialist
Robin Novak
215-737-8027
Robin.Novak@dlamail

Contracting Officer
Timothy Dlugokecki
215-737-4671
Timothy.Dlugokecki@dlamail

NOTE: The Defense Base Act (DBA) and the Longshore and Harbor Workers' Compensation Act, implemented through FAR Part 28, mandate that all United States government contractors and subcontractors at all tiers must obtain workers' compensation insurance for their employees working overseas, with certain exceptions not applicable here. The United States Department of Labor administers the DBA, ensuring that employers provide workers' compensation benefits for covered employees. The contractor must submit proof of a valid DBA insurance policy for the prime and their subcontractors at every tier prior to performance of the contract. It is the responsibility of the contractor to obtain and maintain such insurance during the entire performance period of the contract. Failure by the contractor or its subcontractors to comply with the provisions of the DBA may subject the contractor to extensive civil liability and criminal penalties. Detailed information on the requirements of the DBA and Longshore and Harbor Workers' Compensation Acts is available at <http://www.dol.gov/esa/owcp/dlhwc/lsdba.htm>. Any further questions should be directed to the Department of Labor, your legal advisor or a DBA insurance carrier.

NOTE: All cost associated with workers' compensation insurance as related to the Defense Base Act (DBA) and the Longshore and Harbor Workers Compensation Act shall be allocated within the normal distribution price.

PRIME VENDOR PANAMA

******PRE-PROPOSAL CONFERENCE********SOLICITATION NUMBER SPM300-09-R-0066**

DEFENSE SUPPLY CENTER PHILADELPHIA WILL CONDUCT A PRE-PROPOSAL CONFERENCE TO FURTHER CLARIFY AND DISCUSS THE REQUIREMENTS OF THIS SOLICITATION. **IT HAS NOT YET BEEN SCHEDULED** HOWEVER ATTENDANCE IS STRONGLY SUGGESTED. **AS SOON AS DETAILED INFORMATION IS AVAILABLE IT WILL BE PROVIDED VIA AN AMENDMENT TO THE SOLICITATION.**

CONFERENCE LOCATION: To Be Determined

CONFERENCE DATE: To Be Determined

CONFERENCE TIME: To Be Determined

IF YOU PLAN TO ATTEND, PLEASE SEND A FAX or E-MAIL WITH THE FOLLOWING INFORMATION:

NAME OF FIRM
NAME AND TITLE OF REPRESENTATIVE ATTENDING
ADDRESS OF FIRM
PHONE AND FAX NUMBER
SIZE OF BUSINESS
QUESTIONS

ANY VENDOR WISHING TO SUBMIT QUESTIONS OR TOPICS TO BE ADDRESSED AT THE CONFERENCE MAY DO SO, AS LONG AS THE QUESTIONS/TOPICS ARE RECEIVED NO LESS THAN FIVE (5) BUSINESS DAYS PRIOR TO THE DATE AND TIME SPECIFIED FOR THE CONFERENCE (DATE AND TIME TO BE PROVIDED VIA AMENDMENT TO THE SOLICITATION).

THIS INFORMATION MAY BE FAXED TO ROBIN NOVAK AT 215-737- 4356 OR SENT VIA EMAIL TO Robin.Novak@dla.mil AND Kathryn.Gartland@dla.mil

NOTE: Vendors may submit *additional* questions to obtain further clarification of the solicitation requirements. Vendors are encouraged to carefully review the solicitation before developing questions for submission. Answers to new questions will be provided via a future amendment. Questions may be submitted by fax to Robin Novak at 215-737-4356 or e-mail to Robin.Novak@DLA.MIL and Kathryn.Gartland@DLA.MIL. QUESTIONS MUST BE RECEIVED NO LATER THAN DECEMBER 28, 2009 5:00PM, PHILADELPHIA TIME.

PRIME VENDOR PANAMA

TABLE OF CONTENTS

	PAGE
<u>CONTRACT CLAUSES</u>	
FAR 52.212-4 – Contract Terms and Conditions – Commercial Items	9
Addendum to FAR 52.212-4	14
FAR 52.212-5 – Contract Terms and Conditions Required to Implement Statutes	29
or Executive Orders Applicable to Defense Acquisition of	
Commercial Items	
DFARS 252.212-7001 – Contract Terms and Conditions Required to Implement	36
Statutes or Executive orders Applicable to Defense Acquisition	
of Commercial Items	
<u>STATEMENT OF WORK</u>	
Supplies/Services and Prices	43
Descriptions/Specifications.	104
Packaging and Marking	127
Inspection and Acceptance	134
Deliveries and Performance	139
Contract Administration Data	154
Special Contract Requirements	157
<u>SOLICITATION PROVISIONS</u>	
FAR 52.212-1 – Instructions to Offerors – Commercial Items	162
Addendum to FAR 52.212-1	168
FAR 52.212-2 – Evaluation – Commercial Items	198
Addendum to FAR 52.212-2	199
FAR 52.212-3 – Offeror Representations and Certifications – Commercial Items	212
Other Required Certifications	
Addendum to FAR 52.212-3	229
DFARS 252.212-7000 – Offeror Representations and Certifications	230
Commercial Items	
<u>LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS</u>	
Attachment 1 – Category/Distribution List	
Attachment 2 – Schedule of Items	
Attachment 3 –Go to War Catalog/Surge and Sustainment Items	
Attachment 4 – NAPA Holders Listing	
Attachment 5 – STORES EDI Information & 810 Transaction Set	
Attachment 5a – 832 Catalog (Vendor to DSCP) – Proposed Modifications to Common Food	
Management System (CFMS)	
Attachment 6 – Sample Subcontracting Plan (Large Domestic Firms only)	
Attachment 7 - Sample Invoice/Quote for Required Submission	

PRIME VENDOR PANAMA

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS
(MAR 2009)

(a) *Inspection/Acceptance.*

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.*

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

(c) *Changes.*

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

(d) *Disputes.*

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.*

The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable Delays.*

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

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

PRIME VENDOR PANAMA

FAR 52.212-4 (continued)

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

(x) Electronic funds transfer (EFT) banking information.

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

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

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

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

(h) *Patent Indemnity.*

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

(i) *Payment.*

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

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

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

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

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment); (B) Affected contract number and delivery order number, if applicable; (C) Affected contract line item or subline item, if applicable; and (D) Contractor point of contact. (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

PRIME VENDOR PANAMA

FAR 52.212-4 (continued)

(6) Interest. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid. (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract. (iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days; (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2). (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment. (v) Amounts shall be due at the earliest of the following dates: (A) The date fixed under this contract. (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination. (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—(A) The date on which the designated office receives payment from the Contractor; (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor. (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

PRIME VENDOR PANAMA

FAR 52.212-4 (continued)(j) *Risk of Loss.*

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

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin, or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.*

The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's Convenience.*

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

(m) *Termination for Cause.*

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

(n) *Title.*

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

(o) *Warranty.*

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

(p) *Limitation of Liability.*

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

(q) *Other Compliances.*

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

(r) *Compliance with Laws Unique to Government Contracts.*

The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts

PRIME VENDOR PANAMA

FAR 52.212-4 (continued)

funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of Precedence.*

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) The Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *Central Contractor Registration (CCR).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

PRIME VENDOR PANAMA

ADDENDUM TO FAR 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 disposition decision rests with the food service officer and/or the authorized receiving official.”

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

(c) Changes.

(1) 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.

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

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

3. Paragraph (m), *Termination for Cause*.

Delete paragraph (m) in its entirety and substitute the following:

(m) Termination for Cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If this contract is terminated in whole or in part for cause, and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of

PRIME VENDOR PANAMA

Addendum to FAR 52.212-4 (continued)**3. Paragraph (m) Termination for Cause (continued)**

\$1155.00 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for cause following which the Government repurchases the terminated supplies or services together with any incidental or consequential damages incurred because of the termination. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

4. Paragraph (o), Warranty, is revised to add the following:

“In the event that a product recall is initiated by the Prime Vendor, supplier or manufacturer, the Prime Vendor should following the procedures as outlined below:

- (1) Immediately notify the following personnel:
 - (i) Customers that have received the recalled product
 - (ii) DSCP Contracting Officer, Timothy Dlugokecki at 215-737-7320
 - (iii) DSCP Contracting Officer, Linda L. Ford at 215-737-7804
 - (iii) DSCP Account Manager, Joanie Hewes at 215-737-4470
 - (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, including specific manufacturer’s lot numbers
 - (iv) Amount of product
 - (v) List of customers that have received product
 - (vi) Name and phone number of responsible person (Recall Coordinator)
- (3) The Prime Vendor should provide a Final Status Report of Recall, when completed, to the DSCP Consumer Safety Officer.”

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

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 numbers, into the CCR database;

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

PRIME VENDOR PANAMA

Addendum to FAR 52.212-4 (continued)**5. Paragraph (t) CCR (continued)**

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

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

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

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

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

FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (Apr 1984)

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

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

The following additional clauses are incorporated by REFERENCE:

<u>CLAUSE NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
FAR 52.204-7	Central Contractor Registration	APR 2008
FAR 52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
FAR 52.208-9	Contractor Use of Mandatory Sources of Supplies or Services	OCT 2008
FAR 52.211-5	Material Requirements	AUG 2000
FAR 52.219-16	Liquidated Damages – Subcontracting Plan	JAN 1999
FAR 52.222-29	Notification of Visa Denial	JUN 2003
FAR 52.229-6	Taxes-Foreign Fixed-Price Contracts	JUN 2003
FAR 52.232-17	Interest	OCT 2008
FAR 52.242-13	Bankruptcy	JULY 1995
FAR 52.242-15	Stop-Work Order	AUG 1989
FAR 52.247-34	F.O.B. Destination	NOV 1991

PRIME VENDOR PANAMA

Addendum to FAR 52.212-4 (continued)**FAR 52.252-6 (b) continued**

FAR 52.251-1	Government Supply Sources	APR 1984
DFARS 252.201-7000	Contracting Officer's Representative	DEC 1991
DFARS 252.204-7003	Control of Government Personnel Work Product	APR 1992
DFARS 252.204-7004	Alternate A, Central Contractor Registration	SEP 2007
DFARS 252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country	DEC 2006
DFARS 252.225-7002	Qualifying Country Sources as Subcontractors	APR 2003
DFARS 252.225-7005	Identification of Expenditures in the United States	JUN 2005
DFARS 252.225-7041	Correspondence in English	JUN 1997
DFARS 252.225-7042	Authorization to Perform	APR 2003
DFARS 252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
DFARS 252.229-7001	Tax Relief	JUN 1997
DFARS 252.232-7010	Levies on Contract Payments	DEC 2006
DFARS 252.233-7001	Choice of Law (Overseas)	JUN 1997
DFARS 252.251-7000	Ordering From Government Supply Sources	NOV 2004
DLAD 52.211-9010	Shipping Documentation – MIL – STD – 129P	MAY 2006
DLAD 52.246-9039	Removal of Government Identification from Non-Accepted Supplies	APR 2008
DLAD 52.247.9012	Requirements for treatment of wood packaging material (WPM)	FEB 2007

The following additional clauses are incorporated in full text:

FAR 52.209-6 – PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$30,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$30,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

PRIME VENDOR PANAMA

Addendum to FAR 52.212-4 (continued)**FAR 52.209-6 (c) continued**

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

FAR 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of first order through eighteen (18) months thereafter.

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

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

FAR 52.216-19 – ORDER LIMITATIONS.(Oct 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$250.00 per order, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

- (1) Any order for a single item in excess of N/A [insert dollar figure or quantity];
- (2) Any order for a combination of items in excess of N/A [insert dollar figure or quantity]; or
- (3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

PRIME VENDOR PANAMA

Addendum to FAR 52.212-4 (continued)**FAR 52.216-19 continued**

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within N/A days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

FAR 52.216-22 – INDEFINITE QUANTITY.(Oct 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days .

FAR 52.228-3 – Workers Compensation Insurance (Defense Base Act) (Apr 1984)

The Contractor shall

(a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, *et seq.*) requires and

(b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

PRIME VENDOR PANAMA

**DFARS 252.225-7043 ANTITERRORISM/FORCE PROTECTION FOR DEFENSE
CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)**

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

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

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

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

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

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

PRIME VENDOR PANAMA

Addendum to FAR 52.212-4 (continued)**DFARS 252.225-7043 (continued)**

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

(1) A foreign government;

(2) A representative of a foreign government; or

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

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from the Contracting Officer.

DLAD 52.215-9006 - ABILITYONE, (FORMERLY CALLED JAVITS-WAGNER-O'DAY ACT ("JWOD")) ENTITY SUPPORT- CONTRACTOR REPORTING (DEC 1997)

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

PRIME VENDOR PANAMA

Addendum to FAR 52.212-4 (continued)**DLAD 52.211-9046 FDA COMPLIANCE (APR 2008)**

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

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

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

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

NAME

TITLE

(End of clause)

DLAD 52.216-9XX1 ECONOMIC PRICE ADJUSTMENT (EPA) – ACTUAL MATERIAL COSTS – DLAD (Clause is in development. Clause will be furnished via amendment. Government expects to issue amendment in two weeks.)

(End of clause)

Addendum to FAR 52.212-4 (continued)

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PRIME VENDOR PANAMA

Addendum to FAR 52.212-4 (continued)**DLAD 52.219-9003 - DLA MENTORING BUSINESS AGREEMENTS (MBA) PERFORMANCE. (DEC 1997)**

(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. (End of clause)

DLAD 52.246-9044 - SANITARY CONDITIONS (Aug 2008)

(a) Food Establishments.

(1) All establishments and distributors furnishing subsistence items under DSCP contracts are subject to sanitation approval and surveillance as deemed appropriate by the Military Medical Service or by other Federal agencies recognized by the Military Medical Service. The government does not intend to make any award for, nor accept, any subsistence products manufactured, processed, or stored in a facility which fails to maintain acceptable levels of food safety and food defense, is operating under such unsanitary conditions as may lead to product contamination or adulteration constituting a health hazard, or which has not been listed in an appropriate government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the U.S. Army Veterinary Command (VETCOM) Circular 40-1, Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement, (Worldwide Directory) (available at: <https://vets.amedd.army.mil/vetcom>) Compliance with the current edition of DoD Military Standard 3006, Sanitation Requirements for Food Establishments, is mandatory for listing of establishments in the Worldwide Directory. Suppliers also agree to inform the contracting officer immediately upon notification that a facility is no longer sanitarily approved and/or removed from the Worldwide Directory and/or other Federal agency's listing, as indicated in paragraph (2) below. Suppliers also agree to inform the contracting officer when sanitary approval is regained and listing is reinstated.

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

PRIME VENDOR PANAMA

Addendum to FAR 52.212-4 (continued)

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

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

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

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

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

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

PRIME VENDOR PANAMA

Addendum to FAR 52.212-4 (continued)**DLAD 52.246-9044 (continued)**

(vii) Manufactured or processed dairy products only from plants listed in Section I of the “Dairy Plants Surveyed and Approved for USDA Grading Service”, published electronically by Dairy Grading Branch, AMS, USDA (available at: <http://www.ams.usda.gov/dairy/dypubs.htm>) may serve as sources of manufactured or processed dairy products as listed by the specific USDA product/operation code. Plants producing products not specifically listed by USDA product/operation code must be Worldwide Directory listed (i.e. plant is coded to produce cubed cheddar but not shredded cheddar; or, plant is coded for cubed cheddar but not cubed mozzarella). Plants listed in Section II and denoted as “P” codes (packaging and processing) must be Worldwide Directory listed.

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

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

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

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

(b) Delivery Conveyances.

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

PRIME VENDOR PANAMA

Addendum to FAR 52.212-4 (continued)**DLAD 52.246-9045 - FEDERAL FOOD, DRUG AND COSMETIC ACT-WHOLESALE MEAT ACT (AUG 2008)**

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

(1) Shipped in interstate commerce,

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

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

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

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

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

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

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

PRIME VENDOR PANAMA

Addendum to FAR 52.212-4 (continued)**DSCP 52.217-9P12 OPTION FOR INDEFINITE-DELIVERY, INDEFINITE-QUANTITY CONTRACT TERM EXTENSION (OCT 2008)**

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

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

(c) The contracting officer may extend the term of this contract for 3 additional option periods, 2 additional 12 month option period(s) and one last 18 month option period by written notice by close of business to the contractor within three (3) days before the expiration date of the contract, provided that the contracting officer shall give the contractor a preliminary written notice of intent to extend at least 60 days before expiration of the contract. The preliminary notice does not commit the government to an extension.

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

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

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

(h) The total duration of any one option exercised under this clause shall not exceed 18 months.

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

(1) If an option has been priced under this solicitation and is to be exercised at time of award of the basic contract, the submission of certified cost or pricing data shall be required prior to award where the combined dollar value of the basic contract and option exceeds \$650,000, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

(2) Prior to the award of any contract which will contain one or more priced options totaling \$550,000 or more, the submission of certified cost or pricing data covering the basic contract and the option(s) shall be required regardless of when the option(s) may be exercised, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

PRIME VENDOR PANAMA

FAR 52.212-5 – CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (SEP 2009)

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

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

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

[Contracting Officer shall check as appropriate.]

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

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

(4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009) (Pub. L. 111-5).

(5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

(6) 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).

(7) [Reserved]

PRIME VENDOR PANAMA

FAR 52.212-5 (continued)

___ (8) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

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

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

___ (9) (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 (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

X (11) (i) 52.219-9, Small Business Subcontracting Plan (Apr 2008)(15 U.S.C. 637 (d)(4).)

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

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

___ (12) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

X (13) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999)(15 U.S.C. 637(d)(4)(F)(i)).

___ (14) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

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

___ (15) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (16) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

PRIME VENDOR PANAMA

FAR 52.212-5 (continued)

(17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

(18) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

(19) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

(20) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Aug 2009) (E.O. 13126).

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

(22) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

(23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

(24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

(25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

(26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

PRIME VENDOR PANAMA

FAR 52.212-5 (continued)

___ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (30) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

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

___ (31) 52.225-1, Buy American Act--Supplies (Feb 2009)(41 U.S.C. 10a-10d).

___ (32) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Jun 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-301, 109-53, 109-169, 109-283, and 110-138).

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

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

___ (33) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

__X_ (34) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (37) 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)).

___ (38) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__X_ (39) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

___ (40) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

PRIME VENDOR PANAMA

FAR 52.212-5 (continued)

___ (41) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

___ (42) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

___ (43) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

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

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

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

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

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

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

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

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

PRIME VENDOR PANAMA

FAR 52.212-5 (continued)

(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 (e)(1) 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) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

PRIME VENDOR PANAMA

FAR 52.212-5 (continued)

(iii) [Reserved]

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

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

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

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

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

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

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

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

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

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

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

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

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

(End of Clause)

PRIME VENDOR PANAMA

DFARS 252.212-7001 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUL 2009)

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

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

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

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

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

(3) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(4) 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

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

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

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

(8) 252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).

PRIME VENDOR PANAMA

DFARS 252.212-7001 (continued)

- (9) ___ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (10) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (11) ___ 252.225-7021, Trade Agreements (JUL 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (12) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (13) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (14)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) ___ Alternate I (JUL 2009) of 252.225-7036.
- (15) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (16) 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).
- (17) ___ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (18) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (19) X 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

PRIME VENDOR PANAMA

DFARS 252.212-7001 (continued)

(20) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(21) 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(22) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

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

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

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

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

(24) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

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

(1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(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)

PRIME VENDOR PANAMA

**DFARS 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES
(DEC 2008)**

(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) "Qualifying country" means a country with a memorandum of understanding or international agreement with the United States. The following are qualifying countries:

Australia

Austria

Belgium

Canada

Denmark

Egypt

Finland

France

Germany

Greece

Israel

Italy

Luxembourg

Netherlands

Norway

Portugal

Spain

DFARS 252.225-7012 (continued)

Sweden

Switzerland

Turkey

United Kingdom of Great Britain and Northern Ireland.

(4) “United States” means the 50 States, the District of Columbia, and outlying areas.

(5) “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 and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.

(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).

PRIME VENDOR PANAMA

DFARS 252.225-7012 (continued)

(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 incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, 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 a qualifying country; 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;

PRIME VENDOR PANAMA

DFARS 252.225-7012 (continued)

(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 a qualifying country.

(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.

PRIME VENDOR PANAMA

STATEMENT OF WORK (SOW)**SUPPLIES/SERVICES AND PRICES****I. INTRODUCTION**

- A. This solicitation contains one zone. It is the intent of the Government to make one award. The contract shall be for a term of eighteen (18) months and will include three (3) available option periods. The first two (2) available option periods will be twelve (12) months and the last option period will be eighteen (18) months.
- B. The Defense Supply Center Philadelphia (DSCP) intends to enter into an Indefinite Quantity Contract (IQC) with a full line food distributor who will act as a Prime Vendor responsible for the supply and delivery of semi-perishable and perishable items. The prime vendor must be capable of supplying all chilled products, semi perishable food stuffs, frozen fish, meat and poultry, other frozen foods (fruits, vegetables, prepared foods, etc.), dairy and ice cream products, fresh and frozen bakery products, beverage base & juices (for dispensers), beverages & juices (non-dispenser), fresh fruits and vegetables, non-food items and Government Furnished Material (GFM) such as Unitized Group Rations (UGR's,) Meals Ready to Eat (MRE's,) Health and Comfort packs (HCP's) and other operational rations items (either currently in existence or to be introduced during the term of this award).
- C. The purpose of this solicitation is for the DSCP to establish an IQC commercial prime vendor contract to provide subsistence products to the military, specifically the Navy, and other federally funded customers at ports on both the East and West coasts of Panama near Panama City and within Panama if required. It is the intent of the Government to make one award for the zone specified. The contract shall be for a term of eighteen (18) months and will include two (2) available twelve (12) month option periods and a final option period of eighteen (18) months. Other customers including other non-Department of Defense (DoD) customers may also be added as required over the life of any resultant contract. An IQC provides for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with individual deliveries to be scheduled by customers placing orders with the contract (FAR 16.504(a)). Note: The term "Ordering Facilities" or "Ordering Activities," as used throughout this solicitation, will refer to all of the delivery points under this solicitation.
- D. Prices are to be submitted, and payment will be made, in U.S. dollars.

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**I. Introduction (continued)**

- H The Government intends to make one award for this zone. The contract shall be for a term of eighteen (18) months and will include three (3) available option periods. The first and second option periods will be twelve (12) months each while the third and final available option will be eighteen (18) months.

II. WORK TO BE PERFORMED

A. One Zone – Panama:

This zone includes multiple ordering facilities, as listed in the Deliveries and Performance section of this solicitation. Ordering facilities can be added and/or subtracted as conditions warrant based on U.S. Government request and applicable Military Service/customer needs. In order to provide an estimate of the size of the contract, an approximate dollar value has been annotated as follows:

Total estimated sales for the base period (18 months): \$5,771,565.45

<u>Customer Name</u>	<u>Port or Area</u>
FISC Mayport	Christobal Colon (East Coast)
FISC Mayport	Vasco Nunez de Balboa (VNB) (West Coast)

Current requirement is for coverage in one zone, Panama, however the SOUTHCOM AOR is the designated deployment zone for this PV contract. Therefore in the event of a contingency in the SOUTHCOM AOR, the PV may be required to provide support to other federally funded customers across the SOUTHCOM AOR deployment zone.

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**II. Work to be Performed (continued)**

B. Domestic Item Preference

In accordance with DFARS 225.7501 Policy, “Acquire only domestic end products for use outside the United States,” the government’s preference remains domestic product. All offerors and, at any time during the performance period, the contractor will be required to certify the offer of all non-domestic end products. The certification must be made in the Buy American Act – Balance of Payments Program Certificate (DFARS 252.225-7000, June 2005) which is located herein.

The prime vendor shall also request approval in writing from the Contracting Officer prior to adding non-domestic items to the ordering catalog. The prime vendor must submit pricing information for the foreign product and its domestic equivalent so that the government can perform an analysis in keeping with the Balance of Payments Program. Non-domestic items will not be added to the catalog without the prior approval of the Contracting Officer. Note: Fresh fruits and vegetables and other items that are required to be purchased from local Outside Continental United States (OCONUS) approved sources are excluded from this domestic item preference. Those items are categorized as “local market ready items” on the attached schedule of items.

C. Local Market Ready Type Items

The prime vendor must have the ability to perform delivery of produce, market ready, and dairy type items from locally approved sources.

Based on customer requirements reflected during cataloging, the prime vendor will select local market ready (LMR) vendors from the SOUTHCOM listing for approved local vendors. If no vendor is identified for a particular requirement, the vendor will source and request Veterinary (VET) inspection for this designated local source. Particular LMR requirements shall not be purchased on the local market unless the source is approved. All LMR items will be inspected for quality on receipt. Supplier audits are conducted in coordination with VET procedure.

Estimated produce and market ready items and their usage quantities are identified in the schedule of items and are included in the total estimated annual sales dollars.

SOUTHCOM listing for approved local vendors can be located at the following website:
<http://vetcom.amedd.army.mil/food.html>

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**II. Work to be Performed (continued)**

D. Government Furnished Material (GFM)

There are currently no requirements for this type of GFM in the Panama area; however GFM may be added as a future requirement if the need arises. In that event, the Prime Vendor must have the capability to handle any GFM requirements as outlined below:

The Prime Vendor must have the capability to receive, store, distribute, perform open case inspections, perform open case re-work, label, re-label, dispose and account for GFM type items such as Operational Ration Type items as described below. The U.S. Government reserves the right to modify the type of GFM to be accounted for to include traditional line-item-A type items.

As directed by the Contracting Officer, various specialty items; i.e., meal kits, hot cans, hot meals, products ordered for special forces, decorations, etc, shall be ordered by the prime vendor and converted to GFM at the time of warehouse receipt. The product shall remain in the prime vendors inventory as GFM until it is ordered by the customer at the associated GFM distribution price or the GFM "other" distribution price. When the product is received into inventory, the prime vendor shall submit a manual invoice (product price only) to the Contracting Officer Representative along with the associated tally sheet, manufacturer invoice, and receipt record for signature prior to forwarding to the Contracting Officer for approval and payment.

i. OPERATIONAL RATIONS:

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

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**II. Work to be Performed (continued)**D. Government Furnished Material (GFM) (continued)

b. UGR Heat and Serve (UGR-H&S), which is characterized by tray pack entrees and starches/desserts. The unit of issue for the UGR H&S group feeding rations consists of 3 shipping cases under a single NSN (each of the 7 UGR H&S Breakfast rations and 14 Dinner rations has its own unique NSN, i.e. 21 NSNs).

c. UGR-A, which includes perishable frozen entrees (A-Rations). Each complete UGR-A ration consists of 3 shipping cases: 2 cases represent the semi perishable module and 1 case is the perishable (frozen) module. The semi perishable modules are ordered/shipped under a single LSN (i.e., the two cases, Box 1 and Box 2, must be delivered together), and the perishable module is shipped under a separate, second LSN. There are currently 7 Breakfast and 14 Dinner rations, for a total of 42 LSNs).

There are currently 7 breakfast and 14 lunch/dinner menus available for both the H&S and A-Options. There is no minimum ordering quantity required (i.e. orders for single modules are accepted). The UGR-H&S option is unitized into 3 boxes, which places 2 rations on one tier of a pallet, and one pallet (4 tiers) provides 8 rations. For the UGR-A, the semi perishable pallet is comprised of 3 ration modules per tier, and 12 ration modules per pallet. The perishable pallets contain varied numbers of ration modules per pallet, as the shipping case size varies per menu.

SOW - Supplies/Services and Prices (continued)**II. Work to be Performed (continued)**D. Government Furnished Material (GFM) (continued)

d. UGR-E, is a compact, self-contained module that provides a complete hot meal. The components are thermally processed, pre-prepared, shelf-stable foods, and currently packaged in hermetically sealed, half-size steam table containers. There are currently 2 breakfast and 6 lunch/dinner menus. The module consists of one box, 20 x 16 x 10 ¼. One pallet contains 18 boxes. Six boxes fit on one tier or a 40 x 48 inch pallet. There are three tiers per pallet. Each box weighs approximately 45 pounds. The module comes complete with all food items and disposable items (cups, compartment trays, napkins, utensils, and trash bags). Standard items that are included in all modules are coffee, creamer, hot sauce, gloves, box cutter, hand cleaner (towelette), dinner trays, dining packets, trash bags, and heater module.

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

- | | |
|---|------------------|
| a. <u>Meal, Ready-to-Eat (MRE)</u> | 8970-00-149-1094 |
| b. <u>Long Range Patrol Ration (LRP)</u> | 8970-01-467-1749 |
| c. <u>Meal, Cold Weather (MCW)</u> | 8970-01-467-1753 |
| d. <u>Humanitarian Daily Ration (HDR)</u> | 8970-01-375-0516 |
| e. <u>First Strike Ration</u> | 8970-01-543-3458 |

For more information regarding these rations, please go to www.dscp.dla.mil/subs/rations.htm.

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**II. Work to be Performed (continued)**

E. Inventory & Warehouse Management

The Prime Vendor will be required to perform inventory and warehouse management functions and to position a full line of food and beverage, non-food items, and GFM items (if required) into their warehouse(s). The Prime Vendor has responsibility for all inventory management. In regard to GFM (if required at a later date), the prime vendor shall recommend the time to reorder and the respective replenishing amounts to the Contracting Officer for Government ordering or approval for prime vendor ordering if the product is designated by the Contracting Officer to be converted to GFM upon receipt. The Government will not reimburse the Prime Vendor for expired or excess inventory during the life of the contract or after the contract has expired. Exceptions to this rule must be incorporated into the contract via contract modification.

It is estimated that the Prime Vendor will be required to maintain 60 days of supply of prime vendor product at all times at their OCONUS warehouse location(s). It is estimated that a minimum of 691 pallet spaces will be required to meet the solicitation requirements. They are subject to be increased or decreased based on the actual conditions. The vendor will be responsible for developing his own average monthly demands (AMD) and determining stocking needs accordingly. The Prime Vendor is responsible for arranging ocean transportation through the Defense Distribution Center (DDC), New Cumberland and loading sea vans at its Continental United States (CONUS) facilities.

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

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**II. Work to be Performed (continued)**

F. Office Space & Equipment for Government Employees

i. Contracting Officer Representatives (CORs):

It is estimated that one (1) off-site COR will be assigned to this PV contract; the COR will NOT be regularly stationed at the Prime Vendor's main Distribution Facility. It is anticipated that the COR will periodically visit the PV's distribution facility; therefore at this time the Government *does not require* designated office space for the COR. ***IF*** the government requires office space or representatives ***at a later date***, the related prices will be negotiated at that time. If an office is needed at a later date, the Prime Vendor will likely be required to provide an office (approximately 150 square feet) with a self-closing, tight-fitting door, capable of being locked. This office will need to be within or adjacent to the Contractor's facility. Other requirements, if needed, include (at minimum) a desk and chair, electricity, temperature control, as well as normal housekeeping services, use of the rest rooms, and a parking space. If the Government requires additional office space or representatives, the related prices will be negotiated at that time.

As directed by the Contracting Officer, the prime vendor may be required to provide cell phones and/or non-tactical vehicles for COR or Liaison Officer (LNO) usage if such requirements cannot be fulfilled via normal Government channels. Distribution pricing will be negotiated at that time.

ii. Office Space and Equipment for Army Veterinary Inspectors (AVIs)

The primary mission for AVIs is inspection, extension, or condemnation of Operational Rations and Government Furnished Material. Additionally, AVIs inspect and recommend rejection, extension or condemnation of prime vendor owned product as requested by the prime vendor, deemed necessary and approved by the Contracting Officer or Contracting Officer Representative. It is NOT estimated that any AVIs will be stationed at the Prime Vendor's main distribution facility during office hours, however if need arises, one (1) AVI, may be stationed at the facility. If any AVIs are required at the distribution facility at a later date, estimated office and equipment requirements must be provided as follows:

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**II. Work to be Performed (continued)****F. Office Space & Equipment for Government Employees (continued)**

Secure Office & Work area (approx. 135 sq meters) capable of being locked	1 Laser Jet Printer, Black and White
1 Computer with monitor. (minimum requirement: Microsoft office, Acrobat Professional (read/write), Form Flow, Explorer, Battery back-up, internet access, and IT support.	1-12" wide wall lockers with locks for personal item storage
Paper Shredder, low volume simple office shredder	1 desk w/drawers and chair or equivalent
1 Large Filing Cabinet	1 Couch, coffee table for break room
1 Microwave Oven Large	1 Refrigerator Large
1 Copy Machine	Commercial stand up chill box for frozen sample thawing/slacking
Commercial oven/stove with vented hood, 4 heating elements minimum	Floor Scale, tip, lbs 1-100, graduated or equivalent
Tabletop scale, digital (gram and oz)	1 parking space
4 sets, Freezer Coat/pants (for working in freezers)	4 Cutting Boards, commercial quality 18"x24"x3/4"
Business quality document scanner	2 butcher knives
2 boning knives	2 Spoons, plain bowl, basting
Stone, sharpening	2 Spatula, Stainless Steel
2 Metal Tongs, commercial 12" minimum	2 Pans, Cooking (18" and 12")
3 Pots, Cooking Round (14qt, 8qt, and 4qt)	2 Pans, Baking Sheet (7330-00-633-8905)
1 Can Opener, Mounted (7330-00-205-3151)	Ruler, Machinist's Steel Rule; graduated to 1/8", 1/16", 1/32", and 1/64", 12" long, 5220-00-234-5224
1 Drill, 1/4". Cordless (Model 7078/1898 or equivalent) needed for internal temperature of frozen product	Metal Sieve with Catch Pan (USA Testing Sieve, A.S.T.M. -9450 E-11, Spec sizes No. 8 & 20 (for sifting products when looking for insects or spec req
3 Gauge, compound pressure, vacuum, dial (6685-00-806-9300)	3 Small Trash receptacles for office
Miscellaneous Kitchen utensils, plates, cups, cleaning supplies	2 Large Trash Cans for food inspection area
Temperature control, as well as normal housekeeping services	Use of the rest rooms

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**II. Work to be Performed (continued)**

G. Airlifts

The prime vendor may be required to execute airlifts to meet requirements that cannot be fulfilled by traditional means (trucks) due to time constraints. There are air tenders in place through TRANSCOM. Additionally, the prime vendor must have a working arrangement in place with a commercial air source that can be ready to deliver on a moment's notice to different regions of the area. The use of military air may also be an option available to the prime vendor.

The prime vendor must coordinate with DSCP designated personnel for the delivery time and destination. The prime vendor will be responsible for all commercial airlift, pallet, and ice requirements to include loading. Pallet tri-walls must be constructed from the appropriate level of cardboard to withstand the normal requirements of the journey. Frozen and chill pallet tri-walls must be lined with suitable insulating materials and either wet ice or dry ice will be added as needed to maintain the products for the expected journey timeframes. Once product is tri-walled and dispatched, the order cannot be cancelled and is treated as filled. Once product is received and accepted by the customer, the prime vendor shall not be responsible for the deterioration of goods that are in transit by the customer to a final destination.

The course of action for executing an airlift is defined below and may be subject to change:

Airlifts are not anticipated as regular requirements for this acquisition, however they *may* be required in emergency situations. If airlift(s) are needed, the following will apply:

The Prime Vendor (PV) must notify the Contracting Officer immediately of the requirement in order to request an Airlift approval. Only the Contracting Officer may approve an Airlift request.

For all approved Airlift request the Prime Vendor will be required to Airlift the products from the United States in coordination with the United States Defense Transportation System (DTS) if available. If DTS is unavailable, for commercial airlift, the PV will need to directly pay the airfreight provider and subsequently invoice DSCP for reimbursement. The airlift costs (actual price

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**II. Work to be Performed (continued)**

only with no distribution fee or administrative costs) will be reimbursed by DSCP for all commercial freights unless the airlift is used to rectify a situation created by lack of planning on the prime vendor's part; therefore, no distribution category is assigned for airlift costs. A copy of the KO authorization must be submitted with the invoice along with the actual airfreight invoice, which must be presented in English. Reimbursement will be completed via an offline/manual invoice.

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

- a. Current price quote from the commercial carrier if applicable.
- b. Airlift Request date/Time by Prime Vendor to DSCP
- c. Customer/Activity/Ship
- d. Order Receipt Date
- e. Required Delivery Date (RDD)
- f. Reason for Request
- g. Item Description/NSN
- h. Unit Pack
- i. Unit Size
- j. Order Quantity
- k. Available Quantity (Quantity available due to previously submitted/pending orders)
- l. On Hand Quantity
- m. Average Monthly Demand (AMD)
- n. Order Quantity to date (current month)

If the airlift, pallet and ice invoices are related, they must be submitted at the same time. All pallet and ice invoices must be submitted with a spreadsheet that specifies all pertinent information including, but not limited to the related prime vendor invoice number, associated aircraft, flight number, registration, departure time, arrival time, customer name and DODDAC, number of pallets (dry/ambient* non-tri-wall, dry/ambient* tri-wall, chilled tri-wall, and frozen tri-wall), amount of wet and dry ice, unit distribution price, and total charge. The CORs and the Account Manager will provide feedback regarding the validity of the request as well as any other information necessary in order to assist DSCP in making an approval/disapproval.

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**II. Work to be Performed (continued)**

H. Overland Transport of Product in support of Aerial Ports of Debarkation and Sea Ports of Debarkation (APOD/SPOD) and Port to Port shipments

As directed by the Contracting Officer, the prime vendor will be required to transport product to or from the APOD and SPOD locations closest to the prime vendor warehouse locations in support of US government sponsored air shipments or port to port movements. Transports must be requested via e-mail or other written correspondence by the Contracting Officer or Contracting Officer Representative. As a minimum, the prime vendor would be required to perform the following tasks:

- (1) Coordinate with DSCP designated personnel for the specific mission requirements, transport time, location, and destination.
- (2) Organize and deploy warehousing, transportation, and personnel assets to the respective sites to fulfill or receive shipments.
- (3) Provide transport of pallets, dunnage of air pallets, tarping and strapping of goods.
- (4) Protect goods from moisture, contamination and any other damage.
- (5) In case of delayed or cancelled flights, restock, re-ice, and repack supplies.

III. FULL FOOD SERVICE MANAGEMENT AND FOOD PREPARATION

A. Although it is **NOT anticipated**, the Prime Vendor in addition to providing Subsistence items, **may be required** to provide the full food service management, personnel, supervision of the dining facilities (also known as Mess Halls and Galleys) to include Brigs/Military Prisons, attendant (custodial) services and food preparation services. The Prime Vendor's management functions shall include at a minimum planning, organizing, directing and coordinating various aspects of a large institutional style food service establishment. The Prime Vendor shall staff each dining facility with a manager, subsistence clerk to process food orders via the Government's food service ordering systems, attendant supervisor and food service employees. The Prime Vendor must ensure that all food employees are fully knowledgeable on food service tasks and receive food safety and Hazard Analysis and Critical Control Point (HACCP) training.

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**III. Full Food Service Management & Food Preparation (continued)**

- B. The Government may provide food service personnel such as but not limited to active duty military cooks to perform food preparation functions at some of the dining facilities. The Government food service personnel will not work directly for nor be supervised by the Prime Vendor.
- C. The Prime Vendor will continuously prepare food items at selective interval during the entire meal period as the food is consumed (i.e. continuous preparation of vegetables, cook to order hamburgers, steaks, fried eggs, pancakes and cold sandwiches, etc). This procedure ensures fresh, high quality cooked food to customers on a continuous basis. The objective is to match the flow of patrons through the serving line so that freshly prepared and high quality food is always provided. The Prime Vendor will also be required to follow the Navy Standard Core Menu for Navy Customers. The Navy Standard Core Menu provides the daily breakfast, lunch, dinner, breakfast brunch and dinner brunch menu for each calendar day of the month, to include menu variations and daily menu for fast food/carry out.
- D. The customer menu specifies menu choices (except leftovers), including individual breads, salads, desserts, soups, self-serve items, specialty bars (salad, taco, deli, pasta, potato and etc) and condiments to be served during each meal. The Prime Vendor may be required to attend Food Management Board meetings.

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**III. Full Food Service Management & Food Preparation (continued)**

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

IV. FOOD SERVICE OPERATING SUPLIES (FSOS)

Definition: consumable or disposable products associated with the preparation of serving food. This includes but is not limited to plastic, foam, paper goods and cleaning supplies. The Prime Vendor may be required to add FSOS items to their catalog. Distribution prices will be negotiated and evaluated at that time.

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**V. TRANSPORTATION**

- A. As the Government reserves the right to use the system that provides the best services to our customers (readiness included as a factor) the following applies:
1. The Prime Vendor will be required to ship the products from the United States within the United States Defense Transportation System (DTS). Offerors will use established Government rates under the Universal Services Contract (USC) with the United States Transportation Command (USTRANSCOM). The Contractor will contact the Defense Distribution Center, New Cumberland (DDC) Transportation Planning, via Distribution Planning and Management System "DPMS" web site and request bookings. The Transportation Planning team will book or provide authorization/instruction to the contractor in order to book the required sea vans using Integrated Booking System (IBS) or Direct booking with the authorized carrier. The carrier will be responsible for the transportation of the Contractor's products from the specified CONUS manufacturer or CONUS distribution facility to the PV's OCONUS distribution facilities. This transportation method is known as "Point to Point" delivery.
 2. The DDC Representative, in coordination with the Prime Vendor representative, will ensure the necessary arrangements for ocean transportation, bookings and freight forwarding to the Prime Vendor's OCONUS facility, unless otherwise specified in the contract.
 3. Shipping Instructions for the Prime Vendor will be available via a web site. The site will be provided to the Prime Vendor upon award. The Prime Vendor will be required to generate the Transportation and Control Movement Document (TCMD), commercial invoice, commercial packing list and Consulate letter that will be used to identify that the products being shipped by the Contractor are for "U.S. Armed Forces".
 4. For all shipments to OCONUS Distribution Facility(s), all product is required to be palletized in full vanload quantities. Full vans of product are required for delivery to one individual OCONUS Distribution Facility(s).

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**VI. Transportation (continued)**

5. When a carrier is utilized pursuant to the USC, the applicable Government designated Ocean carrier will provide sea vans and transport them to the specified CONUS manufacturer or CONUS distribution facility. The Prime Vendor will load the vans at their distribution facility in accordance with the terms outlined in Section entitled, "**Packaging/Packing**". The Government designated Ocean carrier will then pick up the loaded vans and transport them to the applicable Port for subsequent shipment through the DTS. Upon arrival at the OCONUS Port(s), the freight forwarded shipment will be transported to the Prime Vendor's OCONUS Distribution Facility(s) by a USTRANSCOM carrier.
6. In order to enforce this requirement, the Prime Vendor shall assign a customer representative to the contract, who will be solely responsible to oversee this process.
7. Prime Vendor responsibility under the DTS transportation method: the Prime Vendor will be responsible for pre-cooling (where appropriate), properly loading and contacting the ocean carrier for drayage of the loaded container to the embarkation port. The Prime Vendor will be responsible for making a visual inspection of the container to ascertain that it is intact and that equipment appears to be operable. The Prime Vendor will be responsible for any detention charges and arranging the return of empty containers to the Government designated ocean carrier, but will not be responsible for return drayage. If the U.S. facility the Prime Vendor distributes product from is more than 500 miles from the CONUS port, the Government will provide drayage to the port if there are no carrier rates in the current USC Contract to cover that portion of the drayage. These moves will need to be carefully coordinated with the DDC in order to avoid additional charges caused by unavailability of product. If such charges are incurred, it will be the responsibility of the Prime Vendor to cover such charges and not the Government.

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**VI. Transportation (continued)**

8. DSCP has been advised by USTRANSCOM that the average “Point to Point” delivery time to Panama ranges from six (6) to fifteen (15) days depending upon the point of embarkation. Shipments to Panama from the Eastern U.S. coast average six (6) days in transit, while shipments from the Western U.S. coast average fifteen (15) days in transit. However, delays may occur and the Contractor will be responsible for maintaining sufficient stock levels in its OCONUS facility(s) to cover any such delays in transport. Any resultant claims for cost lie against the USTRANSCOM contract carrier. The Government has no Liability for late delivery or damage to goods in transit. The terms and conditions of the USTRANSCOM contract with the designated carrier govern carrier liability for any loss or damage to products during “Point to Point” transportation, and the contractor is solely responsible for developing and presenting any claims for delay, loss, or damage to the USTRANSCOM designated carrier, which is solely responsible for any liability. The contractor is cautioned that in some instances the USTRANSCOM contract carrier may have limited or no liability under the terms of the USTRANSCOM contract (see B. Insurance/Liability and Claims, below).

9. Palletization requirements for all Overseas Shipments:

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

Note: Failure to comply with these requirements may result in frustrated cargo and rejection at the point of entry.

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

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**VI. Transportation (continued)**

B. INSURANCE, LIABILITY, AND CLAIMS

DSCP will be identified as an authorized ordering office, through the Defense Distribution Center (DDC), for the Universal Services Contract (USC), a contract awarded by the United States Transportation Command (USTRANSCOM). The Prime Vendor will transmit its transportation requirements to DSCP, which will arrange government-funded transportation through orders against the USC. The Prime Vendor's products will be shipped through the Defense Transportation System (DTS) via commercial carriers receiving USC awards. As discussed above, the Prime Vendor will be shipping product via commercial carrier(s) under the DTS via a contract awarded by USTRANSCOM to commercial carriers. Although these carriers are responsible for any loss or damage to the products they transport, such responsibility or liability is limited by the terms of the USC USTRANSCOM contract, as well as, maritime law, customs, and practices, e.g., Carriage of Goods by Sea (COGSA) limitations 46 U.S. App. § 1300 et. seq.; Force Majeure; Carmack Amendment 49 USC § 14706; etc. It is, therefore, highly recommended that the offeror, prior to submitting an offer, review the current USTRANSCOM carrier contract(s). The current USTRANSCOM carrier contract can be viewed at <http://www.sddc.army.mil/Public/Doing%20Business%20with%20SDDC/Contracts?summary=fullcontent>

During the implementation period as defined in the solicitation, the Prime Vendor contractor shall enter into an agreement and work with the USC carriers handling routes within the Prime Vendor's geographical responsibility to develop a claims process involving the Prime Vendor contractor and the USC contractor(s). The purpose of such an agreement is to establish a working relationship with the USC contractor(s) in order to facilitate the transportation of product and to establish points of contact in order to resolve any issues that may arise during the performance of this contract. Such an agreement shall address issues such as claims processing and dispute resolution for losses and damage to Prime Vendor cargo by the USC carrier(s) and for the resolution of claims by the USC carrier(s) against the Prime Vendor for detention of carrier containers, port storage for detained containers, and maintenance provided by a carrier for detained refrigerated containers. The Prime Vendor shall pay the USC carriers directly for any detention, port storage or maintenance charges incurred by the Prime Vendor and the USC carrier(s) shall pay the Prime Vendor directly for any charges for loss/damage to Prime Vendor cargo incurred by the USC carrier(s). The Prime Vendor contractor shall provide to the DSCP

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**VI. Transportation (continued)**

Contracting Officer with a copy of such agreement, as well as, any contact information that it receives from the USC contractor(s). The Prime Vendor shall update this information as necessary and provide the Contracting Officer with any changes made to such agreement. The Prime Vendor claims procedure developed for handling any claims between the Prime Vendor contractor and the USC contractor(s) shall be provided to the DSCP Contracting Officer. During the implementation/effective period, as defined in the solicitation, the Prime Vendor shall contact the USTRANSCOM designated carrier(s) for the routes within the Prime Vendor's geographical responsibility. The Prime Vendor shall copy the DSCP Contracting Officer with the contact information that it receives from the carrier(s) and shall update this information as required. During this implementation/effective period, the Prime Vendor and the carrier(s) shall develop a claims procedure for the handling of any claims that may arise between the Prime Vendor and the carrier(s) for the products shipped by the carrier(s). This procedure shall be the basis for the resolution of any claims for loss or damage, as well as any other issues that may arise. A copy of this procedure, and any changes or updates, shall be promptly furnished to the DSCP Contracting Officer.

The Prime Vendor should consider that substantive terms and conditions of the USC contract and this contract may be relevant to the agreement and procedures negotiated with the USC carrier(s) concerning claims procedures, dispute resolution procedures, etc. The Prime Vendor is an express third party beneficiary of the USC contract regarding its provisions governing the liability of the USC carrier(s) for loss/damage to Prime Vendor cargo. Similarly, the USC carrier (s) is an express third party beneficiary of the provisions of this contract governing the liability of the Prime Vendor for container detention, port storage, refrigerated container maintenance, etc. For example, the dollar amount of damage for detention of containers of the USC carrier by the Prime Vendor is established in the USC contract. Also, the Prime Vendor should consider in negotiating any agreement or procedures that the USC carrier may take remedial action, including the assertion of a lien on Prime Vendor cargo or other actions, to protect its interests. Similarly, the Prime Vendor may exercise any right of setoff involving a commercial contract or other remedial action against the USC carrier to protect its interests. Finally, the Prime Vendor should consider in negotiating any agreement or procedures that disputes between the Prime Vendor and the USC carrier will not be subject to the Contract Disputes Act or the "Disputes" clause of this contract. Because claims for loss/damage to Prime Vendor cargo, detention of USC carrier containers, port storage assessed against detained carrier containers, maintenance of detained carrier refrigerated containers, etc. are to be covered by agreement between the Prime Vendor and USC carrier(s), disputes regarding such matters will be covered by the business arrangement between the Prime Vendor and USC carrier(s) and laws applicable to such arrangements.

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**VI. Transportation (continued)**

The Government is not responsible or liable for any loss or damage to the Prime Vendor's products shipped through under the DTS. Any such losses or problems can be mitigated by establishing a good working relationship with the carriers, being familiar with the terms and conditions of the USTRANSCOM contract, and obtaining maritime insurance for the products shipped. Any discrepancy reports, notice of claims or claims for such loss or damage, as well as, any other communications regarding such loss or damage shall be submitted by the Prime Vendor directly to the carrier for resolution, not to DSCP or USTRANSCOM. The Prime Vendor shall copy the DSCP Contracting Officer with any such claims, notice, or reports. At the request of the Prime Vendor, the DSCP Contracting Officer may facilitate the resolution of the claim, but all communications regarding the claim shall be between the Prime Vendor and the carrier and not through DSCP or USTRANSCOM. This procedure is not subject to change or modification, except by the DSCP Contracting Officer. If the Prime Vendor is unable to communicate directly with the carrier for any reason, it should promptly so advise the DSCP Contracting Officer.

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**VI. Transportation (continued)**

C. CUSTOMS:

Since USTRANSCOM has no presence at the Panamanian ports where the cargo is transiting, there will be an accessorial accessed for the carrier to perform customs clearance.

D. PRIME VENDOR RESPONSIBILITIES

1. The Prime Vendor will be responsible for all documentation and required paperwork, as well as packaging/packing and marking of products as originally stated in the solicitation.
2. The Prime Vendor will be responsible for making a visual inspection of the container to ascertain that it is intact and that all equipment appears to be operable.
3. All freeze and chill trucks will use temperature recording devices, readings of which will be made available upon request.
4. Additionally, the Prime Vendor will be responsible for the pre-cooling vans, when appropriate, and loading vans.

E. GOVERNMENT RESPONSIBILITIES

1. USTRANSCOM will be responsible for the contracting of transportation of products from the Prime Vendor's CONUS Distribution Warehouse(s) to the Prime Vendor's OCONUS warehouse(s).
2. The DDC transportation representative in coordination with the Prime Vendor will be responsible for making ocean transportation bookings that provide transportation from the Prime Vendor's CONUS facility to the door of the PV's OCONUS facility and setting up transportation from the OCONUS port to the Prime Vendor's OCONUS facility. Unless otherwise specified in the contract, the Prime Vendor or USTRANSCOM Representative will be responsible for arranging the return of empty containers to the Ocean Carrier.

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**VII. THEATRE SUPPORT****A. Management:**

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

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

The contractor shall promptly resolve, to the satisfaction of the contracting officer, all contractor employee performance and conduct problems identified by the contracting officer or his/her designated representative.

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

SOW - Supplies/Services and Prices (continued)**VII. Theater Support (continued)**

- B. Risk Assessment and Mitigation:
The contractor will brief its employees regarding the potential danger, stress, physical hardships and field living conditions of performing under this contract.
The contractor will conduct physical and medical evaluations of all its employees at their own expense to ensure that they are capable of enduring the rigors of performance under this contract. The contractor will designate a point of contact for all of its plans and operations. The contractor will prepare plans for support as required by contract or as directed by the Contracting Officer.
For the purpose of issuing ID badges, and for access purposes, the contractor will provide a list of suitable or qualified subcontractors including local vendors in an area of operations.
- C. Vehicle and Equipment Operation:

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

The contractor and its employees may be held jointly and separately liable for all damages resulting from the unsafe or negligent operation of equipment.
- D. Container Management:

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

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**VII. Theater Support (continued)**

E. Force Protection/Food Defense:

The DSCP Subsistence Directorate provides worldwide subsistence logistics support during peacetime as well as during regional conflicts, contingency operations, national emergencies and natural disasters. At any time, the United States Government, its personnel, resources and interests may be the target of enemy aggression to include espionage, sabotage or terrorism. This increased risk requires DSCP to take steps and insure steps are taken to prevent the deliberate tampering and contamination of subsistence items.

As the holder of a contract with the Department of Defense, the awardee should be aware of the vital role they play in supporting our customers. It is incumbent upon the awardee to take actions to secure product delivered to all military customers as well as any applicable commercial destinations. We strongly recommend all firms to review their security plans relating to plant security and security of product in light of the heightened threat of terrorism and secure product from adulteration.

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

Accordingly, the awardee shall submit a Food Defense plan (NOTE: to download a copy of the DSCP Food Defense Checklist go to http://www.dscp.dla.mil/subs/fs_check.pdf or contact the applicable Contracting Officer or the DSCP Quality Audits & Food Defense Branch at 215-737-8656) prior to the start of production under any resultant contract to describe what steps their firm has taken and will take to prevent product tampering and contamination. The awardee will also describe what steps have been or will be taken that relate to overall plant security and food safety. The contractor must describe in detail the types of measures in place or scheduled to be put in place for the performance period of this contract. DSCP-FTSB will conduct Food Defense Audits/reviews during PV Product Quality Audits, Unannounced Quality Systems Management Visits and/or other visits to verify the implementation, compliance and effectiveness of the firm's Food Defense Plan. Firms should include specific security measures relating to but not limited to the following areas:

SOW - Supplies/Services and Prices (continued)**VII. Theater Support (continued)**

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

The following security guidance is provided:

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

Review lighting and camera conditions at their facilities and consider whether fencing and locking devices are adequate. Never leave open trucks unattended, and use bolt-seals when possible to designate loaded trailers. Security seals shall be properly placed on all delivery vehicles and registered/logged in per delivery. Ensure employee background checks are up to date. Ensure drivers have communication devices available in the event of an emergency and establish emergency phone numbers for them to use. Firms should keep a low profile and share customer routes, etc. on a need to know basis. Review of overall organizational corporate security plans should be conducted and consider whether private security firms are needed to assess or reduce risk. It is important to convey to all warehouse, office and fleet personnel that security should not be taken lightly and any suspected adulteration or evidence of product tampering must be reported immediately.

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**VII. Theater Support (continued)**

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

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

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

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

- F. Tour of Duty / Hours of Work:

The contractor shall comply with all duty hours and tours of duty identified by the contracting officer or his/her designated representative. The contracting officer, or his/her designated representative, may modify the work schedule to ensure the government's ability to continue to execute its mission.

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**VII. Theater Support (continued)**

G. Accounting for Personnel:

E. *Accounting for Personnel:*

1. As directed by the Contracting Officer or his/her representative, the PV shall report its employees in the area of operations by name and by location whenever any employee begins or ceases performing on the contract.

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

3. All persons hired by the Contractor for performance under this contract requiring entry to a US Government Installation shall be processed through the Contracting Officer, or his representative, and approved for entry as required by: (1) for Contractors requiring entry onto a US Army installation, AR 604-5, AR 606-15 and (2) for Contractors requiring entry onto a US Air Force Installation, APR 125-37, AFR 205-32, and 5 AFR 125-3 (plus any local supplement to these regulations).

4. In addition, the Contractor shall insure that each of its employees requiring entry possesses an identification badge or pass as may be approved by (1) for entry onto a US Army installations, the Provost Marshal for the area in which the contract work is to be performed; or (2) for entry onto US Air Force installations, the Pass and Registration Office (Security Police) for the applicable installation. Each employee shall wear an identification badge at all times while on duty within a US Government installation or at such times and places where identification is required, and in such a manner that it will be plainly visible as a means of identification. The contractor is responsible to insure employees return identification badge or pass to the Contracting Officer or his representative upon suspension, termination or removal of an employee or employees.

5. In the event that services to be performed entail access to restricted areas, all contractor personnel requiring such access will be required to have a background investigation, DD Form 254. The Contractor shall submit to the COR (or to the Contracting Officer if a COR is not appointed), within 5 days after date of contract award, a list of its employees that will require a background investigation in accordance with this provision. If additional employees are assigned to positions that entail access to restricted areas the contractor will immediately notify the COR or the Contracting Officer, if the COR is not appointed.

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**VII. Theater Support (continued)**

6. Employees of Contractor Liability: All employees of the Contractor employed in performance of work under this contract shall be employees of the Contractor at all times and not of the United States Government. The Contractor and not the United States Government shall be responsible for compliance with all applicable provisions of law affecting its employees, including without limitation, Workman's Accident Compensation Unemployment.

7. Clearance Required of all Employees: In the event of termination of the contract or departure of any employee from the contract and prior to receiving final pay, the Contractor shall be responsible for obtaining the necessary clearance similar to that contained on EA Form 98 for said individual. The Contractor will turn in to the Issuing Agency all "Uniformed Services Identification and Privilege Cards" and "Ration Control Plates," issued as result of employment under this contract. All materials or US Government furnished property entrusted to said individual on hand receipts shall be properly accounted for; otherwise, the individual should not be granted clearance. In the event of improper clearance of any individual, the full responsibility for any missing materials, US Government Properties, or failure to turn in privilege cards shall be that of the Contractor. All of these clearances shall be processed through the COR.

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**VIII. AWARD DETAILS**

The Government intends to make one award for the solicited zone.

Any award made against this solicitation will result in an indefinite quantity contract of a base period of eighteen (18) months and include three (3) available option periods. Option periods one (1), and two (2) will be twelve (12) months each while option period three (3), the final available option will be eighteen (18) months. The Government also reserves the right to rescind the solicitation and not to make any award.

IX. OPTIONS

This solicitation will result in one indefinite quantity type contract that will have an eighteen (18) month base period and three (3) available option periods. Option periods one (1) and two (2) will be twelve (12) months each while option period three (3), the final available option will be eighteen (18) months. It is mandatory that all offerors must agree to accept each option period, if invoked by the contracting officer.

NOTE: Failure to indicate acceptance of the option by annotating the offeror's option year percentage change shall be deemed as non-acceptable of the option, and may result in the rejection of the offeror's entire proposal.

If invoked, option years become effective the day after the end of the eighteen (18) month base ordering period and each succeeding twelve (12) month or eighteen (18) month option period. Sixty days notice of intent to invoke an option will be provided to the contractor. The option will be invoked no later than three days prior to the expiration of the base period or succeeding option period. Acceptance of the options by the successful contractor is mandatory – see clause 52.217-9P12, “Option for Indefinite-Delivery, Indefinite Quantity Contract Term Extension (Oct 2008) DSCP appearing in the clauses section of this solicitation.

Prices will be evaluated inclusive of the options. In addition to the price evaluation, the Contracting Officer will consider the contractor's performance under the contract before exercising an option.

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**X. ESTIMATED VALUE/GUARANTEED MINIMUM/MAXIMUM****A. QUANTITY:**

The quantities shown represent the quantities estimated to be ordered over each contract period. These quantities are based on current Government projections and are subject to change, and the Government has no obligation to actually order the estimated amounts nor any liability if the estimates are either substantially more than or less than the actual amount ordered; however, the guaranteed minimum in terms of dollars will apply. Quantities shown are overall and are not broken down by customer.

- B. ACQUISITION VALUE:** The estimated dollar value of this solicitation is \$19,238,551.50 in the event that the base period and all option periods are invoked. The maximum dollar value will be \$96,192,757.50 (500% of the estimated dollar value), inclusive of option periods.

The guaranteed minimum will be twenty five percent (25%) of the estimated dollar value per contract period. In the event that any option period(s) are not exercised, such periods will not be included in the calculation of the guaranteed minimum.

Panama City – One Zone

	Estimated Dollar Value	Guaranteed Minimum
Base Period (18 Months)	\$ 5,771,565.45	\$ 1,442,891.36
Option 1 (12 Months)	\$ 3,847,710.30	\$ 961,927.58
Option 2 (12 Months)	\$ 3,847,710.30	\$ 961,927.58
Option 3 (18 Months)	\$ 5,771,565.45	\$ 1,442,891.36
Total (5 Years)	\$ 19,238,551.50	\$ 4,809,637.88

NOTE: The above estimated dollar values are subject to be increased or decreased based on the actual conditions. The estimated dollar values will be verified by the government prior to award of any contract resulting from this solicitation. Upon verification, if there is a substantial change to any of the stated estimated dollar values, the solicitation will be amended. In such an event, offerors will be notified and provided an opportunity to make appropriate proposal revisions.

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**XI. ADDITIONAL CUSTOMERS**

- A. Additional DLA authorized customers in and around Panama City may be added or deleted at no additional cost to the Government based on a mutually agreed upon implementation plan.
- B. During times of contingency/deployment, the contractor will be expected to be able to support additional new customer's orders within 48 hours of notification or receipt of order.

XII. PRICING

Pricing will be based on the following formula:

Contract Unit Price = Product price + (Distribution Price per Pound times Item's Gross Weight in Pounds)

A. 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: Product Price and Distribution Price. The unit price sum of the two component prices shall be rounded up or down as applicable, to the nearest cent.

(2) "Product Price" is the most recent DSCP Manufacturer's Price Agreement (MPA) price or the most recent manufacture, grower or private label holder commercial price per unit to the Contractor, exclusive of standard freight. The Product Price shall be based on FOB Origin/Point of Manufacturer. Product Price shall exclude all costs that are to be covered in the Distribution Price, including but not limited to, all transportation, broker and dealer costs and fees, projected general and administrative expenses, COR and VETCOM office space (where applicable), workers compensation insurance as related the Defense Base Act (DBA), the Longshore and Harbor Workers compensation Act, overhead, packaging/marketing/labeling costs, all Non Point of Manufacturer fees, palletization, procurement fees, storage, consolidation, distribution work and pallets and ice for Airlifts.

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**XII. PRICING (Continued)**

(3) "Distribution Price" means the firm fixed price portion of the Contract Unit Price based on gross weight per pound by product category as reflected in the 832, offered as a dollar amount per pound, rounded up or down to the nearest cent

Exceptions:

a) Airfreight Charges may be included in the Product price for Fresh Fruits and Vegetables (FF&V) when it is necessary to have product flown in for the exclusive use of this contract when the local market's supply cannot support.

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

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

For this contract, the Product Price shall be the contractor's last Product Price through 12:00 p.m. local Philadelphia time on the last Monday of each month for submission not later than 12:00 p.m. local Philadelphia time on the last Monday of each month for updating the following month's Ordering Catalog price. The Product Price shall have any and all Product Allowance subtractions made prior to presenting the Product Price to DSCP.

(3) "Product Allowance" are discounts, rebates, and allowances to be passed on to the Government. All discounts, rebates, or allowances on particular items which are reflected in the amounts shown on the face of the manufacturer's, grower's or private label holder's invoice (referred to as "off-invoice allowances") or designated by the manufacturer, grower or private label holder to be passed on to the Government or to similar commercial customers, shall be passed by the Contractor in the form of an up-front price reduction. The total of these discounts, rebates, and allowances (Product Allowance), shall be reflected via a reduced STORES price, resulting in a lower invoice price to the customer. Any rebates that must be passed to the Government and which cannot be applied as an up-front price reduction must be submitted via check made to the US Treasury, attached with itemized listing of all customer purchases by line item to include contract number, call number, purchase order number and CLIN number.

SOW - Supplies/Services and Prices (continued)**XII. PRICING (Continued)**

(4) "Distribution Price (Normal)" means the firm fixed price portion of the Contract Unit Price based on gross weight per pound by product category as reflected in the 832, offered as a dollar amount per pound, rounded up or down to the nearest cent. The Distribution Price is the only method for the Contractor to bill the Government for all costs of contract performance other than Product Price, including but not limited to, operational costs, overhead and profit, all transportation costs from the Prime Vendor's OCONUS distribution facility to customer locations including routine airlift(where applicable), broker and dealer costs and fees, projected general and administrative expenses, COR and VETCOM office space (where applicable), workers compensation insurance as related the Defense Base Act (DBA), the Longshore and Harbor Workers compensation Act, overhead, packaging/marketing/labeling costs, all Non Point of Manufacturer fees, palletization, procurement, storage, consolidation, distribution work and pallets and ice for Airlifts, and any other elements of Distribution Price not defined in this solicitation. The Distribution price shall remain constant for the entire contract period.

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

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

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**XIII. CATEGORIES OF ITEMS**

- A. The items to be procured under this contract have been broken down into separate categories for purposes of proposing distribution prices. Category /distribution prices are to be offered based on the gross weight in pounds stated on the below category/distribution list. Offerors must utilize the categories listed below. **No substitutions, deletions, or additions to the categories or units of measure indicated below are authorized.** However, if any offeror feels that a substantial category has been eliminated, the offeror must bring it to the attention of the Contracting Officer BEFORE the closing date. A determination will be made at that time whether or not to add the category via an amendment to the solicitation.
- B. The category/distribution list (see attachment 1) is designed for the submission of all distribution pricing. It is mandatory that all offerors submit distribution pricing in this format. The schedule of items (see attachment 2) is designed for the submission of all product pricing. It is mandatory that all offerors submit product pricing in this format. Failure to submit the distribution and product prices using attachments 1 and 2, respectively, may result in the rejection of the offeror's entire proposal.

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**XIII. CATEGORIES OF ITEMS (continued)**

C. Pricing

- i. The prime vendor catalog unit price for food orders, receipts, delivery tickets, invoices, billing and payments will be established as the (product price) plus the (normal distribution price by weight) per unit of issue for item categories 1 through 6.
- ii. Each invoice must be certified by the prime vendor to reflect the amount of service actually provided. Each invoice must be verified and signed by the Contracting Officer Representative and approved by the Contracting Officer. The approved invoice amount will be placed on order via STORES using local stock numbers designated for itemized billing/costs, receipted, invoiced, billed and paid. Detailed support documentation must be submitted with each invoice. Manual invoices will be authorized for payment biweekly or monthly as indicated below. Monthly invoices and supporting documentation shall be cumulative for a one (1) month period and must be submitted to the Contracting Officer no later than the 15th day of the following month; e.g. for the period of January 1 thru January 31, referenced invoices must be received by February 15. Payment will be authorized at the end of each month. Bi-weekly invoices and supporting documentation shall be cumulative for a two-week period (from the 1st to the 15th of each month and from the 16th thru the 31st). Invoices for the 1st thru the 15th must be submitted by the 30th of each month and payment will be authorized by the 15th of the following month. Invoices for the 16th thru the 31st must be submitted by the 15th of the following month and payment will be authorized by the 31st of the month.
 1. GFM Storage – Monthly
 - a. GFM is NOT included in the schedule of items at this time, however if future need for GFM arises the following will apply:
 - b. GFM will be ordered by the customer directly from the prime vendor catalogs at the GFM distribution price (categories 7 through 14).

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**XIII. CATEGORIES OF ITEMS (continued)**

C. Pricing (continued)

Invoices for GFM storage shall be based on more than 30 days after the receipt date of product into the distribution facility. Any product that is received and ordered by the customer within 30 days shall not accumulate storage charges. Any product remaining at day 31 shall accumulate the storage charge for the first 30 days and every full 30 day period of storage thereafter. Storage charges shall not accumulate per day nor be prorated as a daily charge. Also, storage payments will only be made on product that is within its original or VET extended shelf life. Storage payments will not be made on expired product.

The prime vendor must maintain and submit along with the storage invoice a detailed spreadsheet of all GFM received into inventory. Sorted by receipt date and item description, it must list all pertinent information including the associated invoice number, receipt date, NSN, item description, item expiration date, extended expiration date, quantity received, quantity delivered, quantity remaining in inventory, total days in inventory, disposal date, quantity billed, unit distribution price, and total charge.

1. GFM Re-work (open case inspection, open case re-work, labeling & disposal) – Monthly (Distribution Categories 15 through 18)

A copy of the KO or COR requirement and authorization must be submitted with the invoice along with any other pertinent documents that show that the work was performed.

2. AVI Office Space and Equipment – Monthly (Category Price to be negotiated if required)

Space measurements and an itemized list of equipment and services utilized for the office must be submitted with each invoice. The established distribution price for office space and equipment has a unit of measure “per office;” therefore, any reduction to the requirement will require a reduction to the distribution price, which will be negotiated and evaluated at that time.

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**XIII. CATEGORIES OF ITEMS (continued)**

C. Pricing (continued)

3. Air Lifts, Pallets, and Ice

Airlifts are not anticipated as regular requirements for this acquisition, however they *may* be required in emergency situations. If airlift(s) are needed, the following will apply:

The Prime Vendor (PV) must notify the Contracting Officer immediately of the requirement in order to request an Airlift approval. Only the Contracting Officer may approve an Airlift request.

For all approved Airlift request the Prime Vendor will be required to Airlift the products from the United States in coordination with the United States Defense Transportation System (DTS) if available. If DTS is unavailable, for commercial airlift, the PV will need to directly pay the airfreight provider and subsequently invoice DSCP for reimbursement. The airlift costs (actual price only with no distribution fee or administrative costs) will be reimbursed by DSCP for all commercial freights unless the airlift is used to rectify a situation created by lack of planning on the prime vendor's part; therefore, no distribution category is assigned for airlift costs. A copy of the KO authorization must be submitted with the invoice along with the actual airfreight invoice, which must be presented in English. Reimbursement will be completed via an offline/manual invoice.

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**XIII. CATEGORIES OF ITEMS (continued)**

C. Pricing (continued)

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

- a. Current price quote from the commercial carrier if applicable.
- b. Airlift Request date/Time by Prime Vendor to DSCP
- c. Customer/Activity/Ship
- d. Order Receipt Date
- e. Required Delivery Date (RDD)
- f. Reason for Request
- g. Item Description/NSN
- h. Unit Pack
- i. Unit Size
- j. Order Quantity
- k. Available Quantity (Quantity available due to previously submitted/pending orders)
- l. On Hand Quantity
- m. Average Monthly Demand (AMD)
- n. Order Quantity to date (current month)

If the airlift, pallet and ice invoices are related, they must be submitted at the same time. All pallet and ice invoices must be submitted with a spreadsheet that specifies all pertinent information including, but not limited to the related prime vendor invoice number, associated aircraft, flight number, registration, departure time, arrival time, customer name and DODDAC, number of pallets (dry/ambient* non-tri-wall, dry/ambient* tri-wall, chilled tri-wall, and frozen tri-wall), amount of wet and dry ice, unit distribution price, and total charge. The CORs and the Account Manager will provide feedback regarding the validity of the request as well as any other information necessary in order to assist DSCP in making an approval/disapproval.

- D. Distribution Prices shall be formatted to no more than two (2) places to the right of the decimal point, for example \$1.50. Offerors must utilize the Government's category distribution list below. Normal distribution prices per category must be presented on attachment 1 as well as option period distribution percentage increases/decreases.

SOW - Supplies/Services and Prices (continued)

XIII. CATEGORIES OF ITEMS (continued)

E. Item Categories:

Distribution Categories for Standard Catalog Items:

<i>Category Number</i>	<i>Category Description</i>	<i>Price per Pound for Distribution Category</i>	<i>Measure for Distribution Categories</i>
1	Chilled Products		LB
2	Frozen products		LB
3	Ambient Products		LB
4	Fresh Fruits and Vegetables		LB
5	Local Market Ready Items		LB
6	Spices		LB
<i>Category Number</i>	<i>Category Description</i>	<i>Price per Pound for Distribution Category</i>	<i>Measure for Distribution Categories</i>
7	Government Furnished Material (GFM) for Prime Vendor Dist. Meals Ready To Eat (MREs, Halalas and Kosher)		LB
8	Government Furnished Material (GFM) for Prime Vendor Dist. Unitized Group Ration Heat and Serve (UGR-H&S)		LB
9	UGR-A Semi Perishable (2 CS Per UOI)		LB
10	Government Furnished Material (GFM) for Prime Vendor Dist. (Includes Product Procured to fill NIS Situations. Approved at the Contracting Officer's discretion)		LB
11	Government Furnished Material (GFM) for Prime Vendor Dist. UGR-A Perishable A Group Rations		LB
12	Government Furnished Material (GFM) Unitized Group Ration Express (UGR-E)		LB
13	GFM - Health and Comfort Packs		LB
14	GFM- OTHER		LB
Rework Charges for Government Furnished Material (GFM):			
<i>Category Number</i>	<i>Category Description</i>	<i>Measure for Distribution Category</i>	<i>Measure for Distribution Categories</i>
15	Open Case Inspection		CS
16	Open Case Rework		CS
17	Labeling/Relabeling		CS
18	Disposal		LB

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**XIV. DSCP MANUFACTURER'S PRICING AGREEMENT PROGRAM:**

A DSCP Manufacturer's Pricing Agreement (MPA) Program is presently under development to maximize the leverage of DSCP's buying power and to obtain fair and reasonable product pricing under Prime Vendor contracts for the customers of DSCP. The agreements between DSCP and manufacturers shall identify a fixed product price for specific items that will be cataloged by the prime vendor. The prime vendor will be responsible for establishing commercial agreements with the MPA holders to purchase the MPA items at the product price established by the MPA.

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

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

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

Post implementation, the prime vendor must have a MPA Holder commercial agreement in place before a new MPA item may be added to the prime vendor catalog. For existing cataloged items that are added to the MPA Program, the prime vendor must establish the MPA Holder commercial agreement within 30 days of Contracting Officer notification. The prime vendor shall immediately bring to the attention of the Contracting Officer the names of MPA Holder(s) unwilling or unable to enter into a commercial agreement with the prime vendor with an explanation for each. All MPA items are required to be placed on the prime vendor catalog at the MPA established price, unless otherwise approved by the Contracting Officer.

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

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**XV. REBATES/DISCOUNTS AND PRICE-RELATED PROVISIONS**

(a) The contractor shall employ prevailing commercial methods in the pursuit of discounts, rebates, allowances or other similar economic incentives or benefits for the customers supported under this contract throughout the period of performance. For all items, including those covered by Manufacturer's Pricing Agreements, the contractor warrants, on a continuing basis throughout the period of performance, that its product price under this contract is equal to or lower than its product price to its most favored customer. All NAPA discounts, food show discounts, early payment discounts (except as identified in paragraph (b) herein), and other discounts, rebates, allowances or other similar economic incentives or benefits given to any other customer at any time during the period of performance shall be passed to the Government via a reduced catalog price. Instructions for identifying discounts, rebates, allowances or other similar economic incentives or benefits that shall be provided to the Government or retained by the contractor are set forth in the submission requirements in the Business Proposal/Pricing and in the reports section.

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

- (i) the Early Payment discount is an incentive to encourage payment earlier than the normal payment due date; such as, 14, 30, or 60 days;
- (ii) the Early Payment discount is consistent with commercial practice;
- (iii) the Early Payment discount is routinely given by the suppliers to customers other than the Prime Vendor at the same discount rate and under the same conditions as provided to the Prime Vendor;
- (iv) the Early Payment discount is not established, requested, or negotiated for the purpose of avoiding giving DSCP a lower cost or a rebate or in exchange for a higher invoice price;
- (v) the Early Payment discount is no more than 2 percent and the early payment is required within 10 days to obtain the discount; and
- (vi) the contractor actually made the required payment within the time period required to receive the discount.

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**XV. REBATES/DISCOUNTS AND PRICE-RELATED PROVISIONS (continued)**

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

Documents not in English will be accompanied by a copy translated into English and documents not denominated in American dollars will include a copy converted to American dollars at the exchange rate specified using the FXConverter on the OANDA Currency Site (<http://www.oanda.com>) as of the close of business on the effective date of the document.

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

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**XVI. MANDATORY FOOD PRODUCTS AND DINING PACKETS**

- A. Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from nonprofit agencies participating in the program operated by Ability One under the Javits-Wagner-O'Day Act (JWOD) (41 U.S.C. 46-48c).
- B. The mandatory products are required to be purchased from the Non Profit Agency manufacturers listed in paragraph I. The listing of required mandatory products and Non Profit Agency manufacturers is subject to change when directed by the Committee. The contractor (Subsistence Prime Vendor) is required to expeditiously catalog the mandatory products and remove any commercial equivalent product with “essentially the same”* product characteristics. If the removal and replacement will take longer than 30 days after notification by the Contracting Officer, the approval of the Contracting Officer must be obtained for the extension.
- C. Any other commercial equivalent product with “essentially the same”* product characteristics cannot be sold to the DSCP customers under this contract.
- D. The contractor must ensure that sufficient stocks of mandatory products are on hand to satisfy anticipated customer demand taking into account lead times for delivery from the designated mandatory source to the Prime Vendor. If a contractor is notified that any of the below products are not available from the designated mandatory source, the contractor must notify the Contracting Officer immediately.
- E. The contractor is not authorized to submit catalog changes containing other commercial equivalent products with “essentially the same” product characteristics as those items listed below.
- F. If the contractor is requested to carry other commercially equivalent product with “essentially the same”* product characteristics but with a unique packaging requirement that is not currently provided by the mandatory source, the contractor must notify the mandatory source and the Contracting Officer in order to provide the designated mandatory source with the opportunity to satisfy the unique packaging requirement being requested. Included in the contractor notification to the designated mandatory source and Contracting Officer, will be the customer’s justification for the unique packaging requirement.

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**XVI. MANDATORY FOOD PRODUCTS AND DINING PACKETS (continued)**

- G. Price and delivery information for the mandatory products are available directly from the Designated Sources as listed in paragraph I. below. Payments shall be made directly to the Designated Source making delivery. The current procurement list F.O.B Origin prices as established by the Committee for Purchase are included in paragraph I. 1, 2, &3 for the food products.
- H. ** To allow the proper flow of order and billing information through the DoD ordering, financial, and other operating systems, stock numbers have been assigned for individual containers where necessary to permit the sale of individual containers in lieu of case quantities.

I. Mandatory Products and Designated Sources:**1. Pancake Mix, Devil's Food Cake Mix, Gingerbread Cake Mix, and Milk Nonfat Dry**

Advocacy and Resources Corporation d/b/a AMP

435 Gould Drive

Cookeville, TN 38506

Primary P.O.C. Teresa Poston (931-432-5981)

tposton@ampcorp.biz

Secondary P.O.C. Joan Cooper (931) 432-5981

Joan@ampcorp.biz

Secondary P.O.C. Melissa Wilson (931) 432-5981

Melissa@ampcorp.biz

<u>STOCK NUMBER</u>	<u>PRODUCT</u>	<u>(\$) PRICE FOB ORIGIN</u>
8920-01-E60-7848	Cake Mix, Gingerbread, 6/5 LB BGS/CS	21.27
8920-01-E60-7849	Cake Mix, Gingerbread, 50 LB BG	33.81
8920-01-E60-7748	Cake Mix, Gingerbread, 6/#10 CN/CS	24.36
8920-01-E60-7846	Cake Mix, Devil's Food, 6/5 LB BGS/CS	25.67
8920-01-E60-7847	Cake Mix, Devil's Food, 50 LB BG	44.28
8920-01-E60-7747	Cake Mix, Devil's Food, 6/#10 CN/CS	32.62
8920-01-E60-7860	Pancake & Waffle Mix, Regular, 6/5 LB BGS/CS	22.84
8920-01-E60-7861	Pancake & Waffle Mix, Regular, 6/6 LB BGS/CS	25.94
8920-01-E60-7862	Pancake & Waffle Mix, Regular, 25 LB BG	18.89
8920-01-E60-7863	Pancake & Waffle Mix, Regular, 50 LB BG	37.13
8920-01-E60-7749	Pancake & Waffle Mix, Regular 6/#10 CN/CS	26.95
8920-01-E60-7856	Pancake Mix, Buttermilk, 6/5 LB BGS/CS	22.84
8920-01-E60-7857	Pancake Mix, Buttermilk, 6/6 LB BGS/CS	25.94
8920-01-E60-7858	Pancake Mix, Buttermilk, 25 LB BG	18.89
8920-01-E60-7859	Pancake Mix, Buttermilk, 50 LB BG	37.13
8920-01-E60-7850	Pancake Mix, Buttermilk, 6/#10 CN/CS	26.95
8910-01-E60-8832	Milk Nonfat Dry 4lb general purpose, 6/#10 CN/CS	77.11

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**XVI. MANDATORY FOOD PRODUCTS AND DINING PACKETS (continued)**

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

Unistel, Continuing Developmental Services
650 Blossom Road
Rochester, NY 14610-1811
P.O.C. Mr. Nick Galante (800) 864 7835
ngalante@cdsunistel.org

<u>STOCK NUMBER**</u>	<u>PRODUCT</u>	<u>(\$)</u> <u>PRICE FOB ORIGIN</u>
8950-01-E60-5751	Garlic Powder, 1 LB CO, 12/CS	35.04
8950-01-E60-5752	Garlic Powder, 6 LB CO, 3/CS	49.11
8950-01-E60-5754	Garlic, Granulated, 12 OZ CO, 12/CS	32.50
8950-01-E60-5753	Garlic, Granulated, 25 OZ CO, 6/CS	27.33
8950-01-E60-5750	Paprika, Ground, 4.5 OZ CO, 24/CS	19.50
8950-01-E60-5749	Paprika, Ground, 1 LB CO, 12/CS	33.72
8950-01-E60-7767	Pepper, Black, Ground, Gourmet, 1LB CO, 12/CS	43.10
8950-01-E60-7770	Pepper, Black, Ground, Gourmet, 5 LB CO, 3/CS	46.57
8950-01-E60-7766	Pepper, Black, Ground, Gourmet, 1 LB CN, 12/CS	50.33
8950-01-E60-7769	Pepper, Black, Ground, Gourmet, 18 OZ CO, 6/CS	23.86
8950-01-E60-7768	Pepper, Black, Ground, Gourmet, 18 OZ CN, 6/CS	27.18
8950-01-E60-7765	Pepper, Black, Ground, Gourmet, 1.5 OZ CO, 48/CS	28.27
8950-01-E60-8237	Pepper, Black, Cracked, 1 LB CO, 6/CS	22.43
8950-01-E60-8236	Pepper, Black, Cracked, 1 LB CN, 6/CS	25.56
8950-01-E60-8235	Pepper, Black, Cracked, 18 OZ CO, 6/CS	23.86
8950-01-E60-8234	Pepper, Black, Cracked, 18 OZ CN, 6/CS	27.18
8950-01-E60-8239	Pepper, Black, Whole, 1 LB CO, 6/CS	22.43
8950-01-E60-8238	Pepper, Black, Whole, 1 LB CN, 6/CS	25.56
8950-01-E60-8241	Pepper, Black, Whole, 18 OZ CO, 6/CS	23.86
8950-01-E60-8240	Pepper, Black, Whole, 18 OZ CN, 6/CS	27.18
8950-01-E60-9456	Spice Blend, All Purpose w/o Salt, 2.5oz CO, 12/CS	11.95
8950-01-E60-9457	Spice Blend, All Purpose w/o Salt, 6.75oz CO, 6/CS	10.64
8950-01-E60-9458	Spice Blend, All Purpose w/o Salt, 10oz CO, 12/CS	30.37
8950-01-E60-9459	Spice Blend, All Purpose w/o Salt, 20oz CO, 6/CS	26.05
8950-01-E60-9460	Spice Blend, All Purpose w/o Salt, 28oz CO, 6/CS	33.84
8950-01-E60-9461	Spice Blend, Chili, Powder, dark, 16oz CO, 6/CS	20.07
8950-01-E60-9462	Spice Blend, Chili, Powder, light, 17oz CO, 6/CS	20.91
8950-01-E60-9463	Spice Blend, Chili Powder, light, 18oz CO, 6/CS	21.76

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**XVI. MANDATORY FOOD PRODUCTS AND DINING PACKETS (continued)**

8950-01-E60-9464	Spice Blend, Chili Powder, dark, 20oz CO, 6/CS	23.44
8950-01-E60-9465	Spice Blend, Chili Powder, 5lb CO, 1/5lb/CS	15.49
8950-01-E60-9147	Spice Blend, Lemon Pepper, 28oz CO, 6/CS	35.59
8950-01-E60-9466	Spice Blend, Lemon Pepper, 26oz CO, 6/CS	33.52
8950-01-E60-9467	Spice Blend, Lemon Pepper, 27oz CO, 6/CS	34.56
8950-01-E60-9150	Spice Cinnamon, Ground, 16oz CO, 6/CS	16.21
8950-01-E60-9468	Spice Blend, Cinnamon, Maple Sprinkle, 30oz CO, 6/CS	24.65
8950-01-E60-9469	Spice Cinnamon, Ground, 15oz CO, 6/CS	15.61
8950-01-E60-9470	Spice Cinnamon, Ground, 18oz CO, 6/CS	17.42
8950-01-E60-9471	Spice Cinnamon, Ground, 5lb CO, 3/5lb/CS	32.33
8950-01-E60-9472	Spice Cinnamon, Stick, Whole, 8oz CO, 6/CS	11.39
8950-01-E61-0104	Spice Ginger Ground, 14oz CO, 6/CS	19.59
8950-01-E61-0105	Spice Ginger Ground, 15oz CO, 6/CS	19.83
8950-01-E60-9152	Spice Ginger Ground, 16oz CO, 6/CS	20.07
8950-01-E61-0103	Spice Blend Canadian Style for beef, 29oz CO, 6/CS	41.52
8950-01-E61-0106	Spice Pepper, Cayenne, Ground, 1.5oz CO, 48/CS	26.76
8950-01-E60-9155	Spice Pepper, Cayenne, Ground, 14oz CO, 6/CS	15.91
8950-01-E61-0107	Spice Pepper, Cayenne, Ground, 16oz CO, 6/CS	16.21
8950-01-E61-0108	Spice Pepper, Red, Ground, 16oz CO, 6/CS	16.21
8950-01-E61-0099	Spice Mix, Taco, 9oz CO, 6/CS	17.42
8950-01-E61-0100	Spice Mix, Taco, 11oz CO, 6/CS	19.83
8950-01-E61-0101	Spice Mix, Taco, 23oz CO, 6/CS	34.29
8950-01-E61-0102	Spice Mix, Taco, 24oz CO, 6/CS	35.50

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

8950-01-E61-3456	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/10 oz co (ind unit sale only)
8950-01-E61-3457	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/2.5 oz co (ind unit sale only)
8950-01-E61-3458	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/20 oz co (ind unit sale only)
8950-01-E61-3459	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/28 oz co (ind unit sale only)
8950-01-E61-3460	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/6.75 oz co (ind unit sale only)
8950-01-E61-3461	SPICE BLEND, CHILI PDR, dark, 1/16 oz co (ind unit sale only)
8950-01-E61-3462	SPICE BLEND, CHILI PDR, light, 1/17 oz co (ind unit sale only)
8950-01-E61-3463	SPICE BLEND, CHILI PDR, light, 1/18 oz co (ind unit sale only)
8950-01-E61-3464	SPICE BLEND, CHILI PDR, dark, 1/20 oz co (ind unit sale only)
8950-01-E61-3465	SPICE BLEND, CINNAMON MAPLE SPRINKLES, 1/30 oz co (ind unit sale only)
8950-01-E61-3466	SPICE BLEND, CINNAMON, GRD, 1/15 oz co (ind unit sale only)
8950-01-E61-3467	SPICE BLEND, LEMON PEPPER, 1/26 oz co (ind unit sale only)
8950-01-E61-3468	SPICE BLEND, LEMON PEPPER, 1/27 oz co (ind unit sale only)
8950-01-E61-3469	SPICE BLEND, LEMON PEPPER, 1/28 oz co (ind unit sale only)

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**XVI. MANDATORY FOOD PRODUCTS AND DINING PACKETS (continued)**

8950-01-E61-3470	SPICE, CINNAMON, GRD, 1/16 oz co (ind unit sale only)
8950-01-E61-3471	SPICE, CINNAMON, GRD, 1/18 oz co (ind unit sale only)
8950-01-E61-3472	SPICE, CINNAMON, GRD, 1/5 lb co (ind unit sale only)
8950-01-E61-3473	SPICE, CINNAMON, STICK, 2.75" lg, 1/8 oz co (ind unit sale only)
8950-01-E61-3474	SPICE, GARLIC, GRANULATED, California, 1/12 oz co (ind unit sale only)
8950-01-E61-3475	SPICE, GARLIC, GRANULATED, California, 1/25 oz co, (1 lb size co) (ind unit sale only)
8950-01-E61-3476	SPICE, GARLIC, PDR, California, 1/16 oz co (1 lb size co) (ind unit sale only)
8950-01-E61-3477	SPICE, GARLIC, PDR, California, 1/6 lb co (ind unit sale only)
8950-01-E61-3478	SPICE, PAPRIKA, GRD, domestic, 1/16 oz co (1 lb size co) (ind unit sale only)
8950-01-E61-3479	SPICE, PAPRIKA, GRD, domestic, 1/4.5 oz co (ind unit sale only)
8950-01-E61-3480	SPICE, PEPPER, CAYENNE, GRD, 1/16 oz co (ind unit sale only)
8950-01-E61-3481	SPICE, PEPPER, CAYENNE, GRD, 1/14 oz co (ind unit sale only)
8950-01-E61-3482	SPICE, PEPPER, CAYENNE, GRD, 1/1.5 oz co (ind unit sale only)
8950-01-E61-3483	SPICE, PEPPER, RED, GRD, 1/16 oz co (ind unit sale only)
8950-01-E61-3484	SPICE, GINGER, GRD, 1/16 oz co (ind unit sale only)
8950-01-E61-3485	SPICE, GINGER, GRD, 1/15 oz co (ind unit sale only)
8950-01-E61-3486	SPICE, GINGER, GRD, 1/14 oz co (ind unit sale only)
8950-01-E61-3487	SPICE MIX, TACO, w/o MSG, 1/9 oz co (ind unit sale only)
8950-01-E61-3488	SPICE MIX, TACO, w/o MSG, 1/11 oz co (ind unit sale only)
8950-01-E61-3489	SPICE MIX, TACO, w/o MSG, 1/23 oz co (ind unit sale only)
8950-01-E61-3490	SPICE MIX, TACO, w/o MSG, 1/24 oz co (ind unit sale only)
8950-01-E61-3491	SPICE BLEND, CANADIAN STYLE for beef, 1/29 oz co (ind unit sale only)
8950-01-E61-3246	SPICE, PEPPER, BLACK, GRD, gourmet, 16 oz plastic co (ind unit sale only)
8950-01-E61-3226	SPICE, PEPPER, BLACK, GRD, gourmet, 16 oz metal co (ind unit sale only)
8950-01-E61-3227	SPICE, PEPPER, BLACK, WHOLE, 16 oz metal co (ind unit sale only)
8950-01-E61-3228	SPICE, PEPPER, BLACK, WHOLE, 16 oz plastic co (ind unit sale only)
8950-01-E61-3229	SPICE, PEPPER, BLACK, CRACKED, 16 oz metal co (ind unit sale only)
8950-01-E61-3230	SPICE, PEPPER, BLACK, CRACKED, 16 oz plastic co (ind unit sale only)
8950-01-E61-3231	SPICE, PEPPER, BLACK, CRACKED, 18 oz plastic co (ind unit sale only)
8950-01-E61-3232	SPICE, PEPPER, BLACK, CRACKED, 18 oz metal co (ind unit sale only)
8950-01-E61-3233	SPICE, PEPPER, BLACK, GRD, gourmet, 18 oz metal co (ind unit sale only)
8950-01-E61-3234	SPICE, PEPPER, BLACK, WHOLE, 18 oz metal co (ind unit sale only)
8950-01-E61-3235	SPICE, PEPPER, BLACK, WHOLE, 18 oz plastic co (ind unit sale only)
8950-01-E61-3236	SPICE, PEPPER, BLACK, GRD, gourmet, 1.5 oz plastic co (ind unit sale only)
8950-01-E61-3237	SPICE, PEPPER, BLACK, GRD, gourmet, 5 lb plastic co (ind unit sale only)
8950-01-E61-3195	SPICE, PEPPER, BLACK, GRD, gourmet, 18 oz plastic co (ind unit sale only)

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)

XVI. MANDATORY FOOD PRODUCTS AND DINING PACKETS (continued)

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

CW Resources
 200 Myrtle Street
 New Britain, CT 06053
 P.O.C. Bill Blonski (860) 229-7700 x219
 WBlonski@cwresources.org

<u>STOCK NUMBER</u>	<u>PRODUCT</u>	<u>(\$)</u> <u>PRICE FOB ORIGIN</u>
8955-01-E61-3688	COFFEE, RST, grd, univ bld, 10/39 oz foil resealable co (Max House)	101.48
8955-01-E61-3689	COFFEE, RST, grd, univ bld, 10/39 oz foil resealable co (Sara Lee)	94.20
8955-01-E60-8859	COFFEE, RST, grd, univ bld, 10/39 oz foil resealable co (RVP/S&D)	88.86

4. **Dining Packets:**

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

<u>STOCK NUMBER</u>	<u>PRODUCT</u>	<u>(\$)</u> <u>PRICE FOB ORIGIN</u>
7360-01-509-3586	Dining Packet, fork, knife, spoon, 2 or 4 sugar, 1 salt, 1 pepper and 1 napkin/pg non-white, subdued color (tan/sand/brown), 25/bg	4.25

SOW - Supplies/Services and Prices (continued)**XVI. MANDATORY FOOD PRODUCTS AND DINING PACKETS (continued)***** “Essentially the Same” Criteria**

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

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

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**XVII. CENTRAL CONTRACTS**

From time to time during the performance of this contract, DSCP may issue Indefinite Delivery Type Contracts (IDTC) for specific products to be distributed by the Prime Vendor. The Prime Vendor will be required to obtain the specific products identified in the IDTCs. The price charged by the Prime Vendor to the ordering activity will not exceed that cited in the IDTC, plus the Prime Vendor's negotiated distribution fee. At the time of award and at other times when applicable, DSCP will provide the Prime Vendor with a list of all IDTCs awarded and their terms and conditions of the awarded IDTCs. The Prime Vendor shall have 30 days within which to implement the terms and conditions of the awarded IDTCs.

XIII. NATIONAL ALLOWANCE PROGRAM AGREEMENT (NAPA)**A. Definitions:**

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

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

SOW - Supplies/Services and Prices (continued)**XIII. NAPA (continued)**

- C. Under the NAPA Program, agreement holders will:
1. Authorize and consent to allow the contractor(s) to distribute its products to ordering activities under the Prime Vendor Program.
 2. Offer discounts on the product price of the product ordered under Prime Vendor contracts, in the form of deviated allowances, whereby the price to the customer includes the discount. The deviated price is the price that will be submitted via the 832 catalog transaction.
- D. NAPAs neither obligate the Prime Vendor to carry, nor the ordering activity to purchase, any of the agreement holder's products; however, NAPA terms will apply to any order placed by the customer for products covered by a NAPA, in which case the invoice price must reflect the NAPA.
- E. If a Prime Vendor has a pricing agreement/arrangement with more favorable terms and/or pricing structure, then it is required to pass on these savings to the customer.
- F. Under a contract resulting from this solicitation:
1. Within five (5) working days from notification of award, the awardee will contact John Steenberge, Program Manager, NAPA Team, 215-737-8461, John.Steenberge@dla.mil. The NAPA Team will provide general instructions and a password to access the allowances on the NAPA website.
 2. The Prime Vendor agrees to bill the invoice price to the Government as specified by the NAPA allowance and initiates a bill-back to the agreement holder, if any activity orders any product covered by a NAPA. The agreement holder will reimburse allowances to the Prime Vendor within a time period mutually agreeable to the Prime Vendor and the agreement holder. Other off invoice or bill back arrangements may exist between the prime vendor and the agreement holder, but the prime vendor catalog price must be specified by the NAPA allowance.
 3. Any disputes involving the NAPA between the Prime Vendor and the agreement holder will be resolved between them according to their own commercial practice. However, DSCP will attempt to facilitate any such disputes.

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**XIII. NAPA (continued)**

- G. NAPA Tracking Program: The Prime Vendor agrees to comply with the requirements of DSCP's Tracking Program for NAPAs and shall provide the required product information to support the NAPA allowance and sales tracking website. Data shall be submitted as follows:
1. Format: The required information shall be formatted in an Excel spreadsheet, flat ASCII file or a delimited file. Each transmission must be of the same format. Request to change from one format to another must be forwarded to the Contracting Officer for approval.
 2. Transmission of Data: The information shall be submitted electronically via-
 - a. Email to data@one2oneus.com Include contract number(s) in email title.
 - b. FTP to <ftp://ftp.one2oneus.com> Inquire for a username and password.
 3. Frequency of Submission: The information shall be submitted as often as the data may change but no more than weekly.
 4. Contents of the data File: The contents of the data file shall include the information shown below for all of the products, NAPA and non-NAPA that are shipped to the Government. All of the fields for each item must be populated with information unless otherwise stated.

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**XIII. NAPA (continued)**

Field Number	Field Description	Field Name	Width	Format	Note
1	Prime vendor Part Number	PVPARTNO	15	Alpha-Numeric	
2	Product Description	DESC	45	Alpha-Numeric	
3	Unit of Measure	UOM	03	Alpha-Numeric	
4	Manufacturer SKU or UPC	MFGNO	15	Alpha-Numeric	Note 1
5	Brand Label or Manufacturer Name	MFG	45	Alpha-Numeric	Note 2
6	Unit Allowance Amount	ALLOW	12	999999.99	Note 3
7	Allowance UOM	ALLUOM	03	Alpha-Numeric	Note 4
8	Allowance to Ship Conversion	ALLCONV	12	999999.99	Note 5
9	Prime vendor Markup Amount	PVMARKUP	12	999999.99	Note 6

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

Notes:

- Field #1 - This field represents the manufacturer's part number of the product. If a valid case UPC is available, you should use the case UPC. The UPC check digit is optional. In the case where a UPC is not available, then you must use the manufacturer's part number (SKU number) as designated by the manufacturer. All leading zeros are required. All characters such as dashes are also required if the manufacturer uses the character in their part number identifier.
- Field #4 - This field needs to identify the manufacturer (not necessarily the supplier) of the product. If your item master has a valid case UPC and you send the UPC in field 4 there is no need to provide this field. If you do not have a valid case UPC, please indicate the manufacturer or brand name or some code indicating the same. If you use a code please provide an additional listing of those codes and their description. Please note, this is the manufacturer of the product not necessarily who supplied you the product.
- Field #6 - This is the off-invoice allowance amount. It can be found in the NAPA table. If the product is not subject to a NAPA allowance then please set this field to zero.

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**XIII. NAPA (continued)**

4. Field #7 - This is the allowance UOM. It can be found in the NAPA table. If the product is not subject to a NAPA allowance then please leave this field blank.
5. Field #8 - Conversion to the Unit of Issue UOM. The conversion factors to equalize the allowance UOM to the unit of issue UOM. For example, if the unit of issue UOM is "CA", for case, and the allowance UOM is "CS", for case, the conversion factor would be set to 1. However, in the case where the Unit of Issue is "CS" and the allowance UOM is "LB", for pounds, this conversion factor may be fifty (50) because there are 50 lbs in a case. If the product is not subject to a NAPA allowance then please set this field to zero.
6. Field #9 - 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.

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

XIX. ITEMS

This solicitation is for the procurement of Total Food and Beverage support to DoD and non DoD customers.

XX. CUSTOMER SERVICE POLICY

- A. The prime vendor shall treat the Government as one of their best customers; therefore, any treatment and/or customer service policy given to other accounts shall also be given to the customers covered under this contract.
- B. Prime Vendor Managers may be required to visit the Contracting Officer at DSCP on a semi-annual basis to discuss contract related matters.

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**XX. Customer Service Policy (continued)**

- C. The Prime Vendor(s) shall assign, as a minimum, one (1) full time (dedicated) customer service representative to each OCONUS warehouse region to maintain continuous contact with the ordering activities, and especially with regard to emergency service requirement, product quality complaints, shipping discrepancies, and damaged product. Another full time (dedicated) CSR shall be assigned to oversee the Defense Transportation System (DTS) process as discussed herein. *All customer service representatives are required to speak English, and must have the authority to make binding decisions on behalf of the Prime Vendor on any concern, which, may occur. The name of the representative(s) and their telephone number, beeper number, e-mail address, or any other method of communicating shall be furnished with 30 days after award*
- D. While English-speaking truck drivers are not required they are preferred. In either instance, all truck drivers must be able to contact English speaking superiors at all times (via cellular phone or other direct line of communication) to allow for customers/prime vendor communication when necessary.
- E. At a minimum, quarterly visits to the customers or customer representatives; such as ARCENT Forward, under these contracts are required to show new items, product preparation, provide nutritional information and address any other concerns that the customers may have. Additionally, the Prime Vendor is required to have a representative attend scheduled management meetings at the customer locations.

XXI. NEW ITEMS

- A. The intent of the solicitation is to supply items on the Navy Standard Core Menu (NSCM) to customers as required. The items included in the current schedule of items are specific NSCM items used by the currently known Navy customers and is NOT the complete NSCM. The solicitation intent is to supply NSCM items to customers; it is not the intent of this solicitation to add items which are not included in the NSCM. If a customer desires to order an item that is not part of the contractor's inventory, the Prime Vendor will be allowed a maximum of sixty (60) days to source and make the item available for distribution. The Prime Vendor must notify DSCP and the requesting activity when new items are available for distribution. These items should become a permanent part of the Prime Vendor's inventory if it appears that these items will be ordered regularly. There will be a ten (10) case monthly minimum to add to new items. The Prime Vendor will be responsible for notifying the Contracting Officer on a monthly basis if any catalog item is not meeting the ten (10) case monthly usage minimum so that the item may be reviewed for deletion.

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**XXI. New Items (continued)**

- B. The Prime Vendor shall assume the responsibility of introducing new food items to the customers, as well as to show cost effective alternatives to their current choices. The Prime Vendor will still be required to perform their normal manufacturer selection process to include analysis/comments/recommendation of new products prior to the product sampling/taste testing.
- C. The Prime Vendor agrees to the DSCP requirement that all new items will not be available and delivered to the customer(s) until sufficient inventory of the new products have been shipped and received in the Prime Vendor's OCONUS facility(s) with the new items added to the customer's catalog via the 832 catalog process.
- D. All new items must be approved as determined by the individual service Headquarters' operating procedures prior to stocking the item. New item additions and/or changes to NSNs must be authorized in writing by the Contracting Officer prior to the 832 catalog update transmissions.

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

PRIME VENDOR PANAMA**SOW - Supplies/Services and Prices (continued)****XXI. New Items (continued)**

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

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

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

XXII. BREAKING CASES

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

XXIII. FOOD SHOWS (if applicable)

- A. DSCP actively participates in Vendor Food Shows for the purpose of obtaining food show "allowances." These allowances are negotiated by DSCP with each exhibitor at the Food Show, whether it is a broker representing several firms, the distributor representing a firm, or the manufacturer directly. In addition, other procedures in accordance with a vendor's normal commercial practice may be used to negotiate the allowances or savings.
- B. The Prime Vendor is required to advise the Contracting Officer and the Acquisition Specialist of all Food Shows that are conducted throughout the course of the contract. This includes annual shows, as well as regional and/or mini food shows. The Government reserves the right to participate.

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**XXIII. Food Shows (continued)**

- C. Approximately one (1) week prior to the Food Show, the Prime Vendor shall furnish the Contracting Officer and/or Acquisition Specialist the following information:
1. List of participants attending the Food Show;
 2. Map showing the locations of booths;
 3. Effective period of allowances;
 4. Statement as to whether the allowances are applicable to all orders placed within the effective period, or for only the amount of product booked at the show.
 5. Usage report for all customers covered by the contract. This data shall represent the same number of weeks as the effective period of the allowances. The data shall be a consolidation of all customers, and be sorted in booth order sequence. At a minimum the following elements are required:
 - a. Vendor Part Number
 - b. Description of item
 - c. Usage quantity
 - d. Manufacturer/Brand
 - e. Booth Number of the exhibitor and the products they represent
- D. At the end of the Food Show allowance period, the Prime Vendor shall submit to the Contracting Officer/Acquisition Specialist a Food Show savings report by customer. This shall be completed within 2 weeks of the end of the allowance period. A total sales report for the same period shall also be submitted.
- E. Food Show allowances must be passed on to the customers directly as a deviated price. Accordingly, when the applicable items are ordered, the price must reflect the allowance if ordered during the specified time frame. The deviated price is the price that is to be submitted via the 832 catalog transmission. All decreases in price must be submitted via the 832 transmission the week prior to the beginning of the allowance period.

PRIME VENDOR PANAMA**SOW - Supplies/Services and Prices (continued)****XXIV. JOINT TOTAL ASSET VISIBILITY (JTAV)**

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

XXV. BACK-UP PRIME VENDORS

There are currently no PV arrangements in the SOUTHCOM area existing. However, the offeror that is awarded the prime vendor contract under this solicitation may become a potential backup supplier for other future prime vendors in SOUTHCOM areas, should a future Prime Vendor be unable to support (for any reason) customers covered under its contract. Offeror's agreement to perform as a potential backup contractor is required. The designation to act as a backup will be executed by a bilateral modification. The appropriate distribution fees will be negotiated as necessary.

XXVI. NON-COMPETITION

The offeror warrants that it will not actively promote, encourage, or market to any of the customers on this acquisition, away from a resultant DSCP contract, and onto a contract of any other Government agency or commercial entity.

XXVII. TITLE

Title of all U.S. manufactured products purchased for the Government remains with the PV during the shipment, and title passes to the Government when products are inspected and accepted at the final delivery point (e.g. Navy Ships(s), U.S. Military Hospitals, Dining Facility, Child Care Center, etc.). All deliveries shall be F.O.B Destination to the end user delivery points. The delivery points are indicated in the Deliveries and Performance Section, (4) Point of Delivery. For PV delivery of products from the OCONUS facility(s), all items will be delivered to end-user customer delivery point's loading platform (unless otherwise indicated) and be free of damage, with all packaging and packing intact.

PRIME VENDOR PANAMA

SOW - Supplies/Services and Prices (continued)**XXVIII. FREE ON BOARD (F.O.B.) POINT**

Under normal conditions F.O.B. Destination terms apply. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charge involved before the actual delivery (or “constructive placement” as defined in carrier tariffs) of the supplies to the final destination. The Prime Vendor may be liable directly to the USTRANSCOM Universal Services Contract (USC) ocean carrier(s) for charges for detained containers, port storage of detained containers, and maintenance of detained refrigerated containers. (See Page 57, 5.B. Insurance, Liability, And Claims) The Contractor shall pay and bear all charges to the specified point of delivery. For complete definition of F.O.B. Destination, see FAR Clause, 52.247-34, F.O.B. DESTINATION.”

Under special circumstances; i.e., special military exercises, F.O.B. Origin terms will apply. In these instances, the Government will accept product at the Prime Vendors CONUS facility (FOB Origin) and a fifty percent reduced distribution fee shall be applied. For complete definition of F.O.B. Origin, see FAR Clause, 52.247-29, F.O.B. ORIGIN, which is incorporated into this solicitation by reference. On any F.O.B. origin shipment, the prime vendor must arrange for USDA Inspection and is responsible for associated cost.

XXIX. CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)**A. Background**

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

SOW - Supplies/Services and Prices (continued)**XXIX. CPARS (continued)**

2. Effective October 1, 2006, a Department Of Defense (DoD) Public Key Infrastructure (PKI) Certificate will be required for all DoD users accessing CPARS. Effective November 1, 2006, a DoD PKI Certificate will be required for all Contractor users accessing CPARS. The requirement for PKI certificates is implemented in accordance with DoD security policy promoting secure electronic transactions.
- B. Obtaining a PKI certificate
1. Contractors who do not work at a Department of Defense facility may purchase a DoD PKI certificate from one of three External Certificate Authorities (ECAs). The ECAs are vendors who provide digital certificates to DOD's industry partners who are using their own equipment or working in non-government facilities. A list of ECAs is available at http://www.cpars.navy.mil/pki_info.htm. Each contractor employee accessing CPARS will need an Identity Certificate (An Encryption Certificate is not required). Certificate prices range in from \$99 - \$115 per certificate per year, with volume discounts at some ECAs.

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

<u>STATEMENT OF WORK (SOW) (continued)</u>

DESCRIPTION AND SPECIFICATIONS**SOW – Description and Specifications (continued)****I. ORDERING SYSTEM – Subsistence Total Order & Receipt Electronic System (STORES)**

1. Accessed via the Internet, the STORES is the Government's translator/ordering system that is capable of accepting orders from any of the Services'; i.e. Army, Air Force, Navy, or Marines, individual ordering systems and translating them into an Electronic Data Interchange (EDI) format. In addition, this information is passed to DSCP for the purposes of contractor payment and customer billing. Additional EDI information has been provided as an attachment.
2. Customers will be able to order all of their requirements through STORES. The system will transmit orders to the Prime Vendor and to DSCP.
3. The awardee shall be required to interface with STORES and must be able to support the following EDI transactions:
 - i. 810 – Electronic Invoice
 - ii. 820 – Payment Voucher Information
 - iii. 832 – Catalog (Outbound: Vendor to DSCP)
at a future date:
 - a. The supplier maybe required to submit a breakout of their total contract unit price, i.e. separate Product price and Distribution Fee columns.
 - b. Gross case weight, case cube, and number of cases per pallet will need to be provided by the supplier
 - iv. 850 – Purchase order
 - v. 861 – Receipt
 - vi. 997 – Functional Acknowledgement
4. A complete description of these transaction sets is included in the "EDI Implementation Guidelines" attached to this solicitation.

PRIME VENDOR PANAMA

SOW – Description and Specifications (continued)**II. Ordering System – STORES (continued)**

5. The Prime Vendor shall have access to the Internet and be able to send and receive electronic mail (email).
6. Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point.
7. The Prime Vendor is required to utilize the Government's item descriptions in the Electronic Catalog (832 transmission). The Government's format begins with the broad category of the item and then continues with a more specific item description. For example: "Crinkle Cut Carrots", would be listed as "Vegetable, Carrots, and Crinkle Cut".
8. The offeror may be required to transmit 810, 832, and 997 transactions, prior to award and during proposed evaluations, in order to demonstrate its EDI compatibility.
9. The vendor will utilize the DSCP invoice reconciliation process, or other such systems as may become available, to the maximum extent, towards the goal of correcting invoices early and facilitating the payment process.
10. In the event the STORES system or the Prime Vendor interface is not operational, the Prime Vendor must provide alternate ways for the customer to order (e.g., by fax, by phone, pick-up orders, etc.)

III. ORDER PLACEMENT

- A. The Prime Vendor shall stock items in sufficient quantities to fill all ordering activity requirements.
- B. Order placement must be made before 12 noon to be considered for the day. Normal routine delivery for land based customers (if added in the future) shall be made within 2 days after order placement.

PRIME VENDOR PANAMA

SOW – Description and Specifications (continued)**III. ORDER PLACEMENT(continued)**

- C. APPLICABLE TO ALL CUSTOMERS **EXCEPT** Carriers, Tactical Auxiliary Fleet Supply Ships (T-AFS) / Auxiliary Cargo (K) and Ammunition (E) Ships (T-AKE), and Largedecks (The following is also applicable to future customers added to this requirement):

The Prime Vendor shall advise the customer no later than 12 noon on the day following order placement of the non-availability of an item. If it appears that the vendor does not expect a stock replenishment in sufficient time to fulfill the requirement, the Prime Vendor should offer the customer a substitute of equal or higher quality and of equal or lower cost (unless otherwise accepted by the customer) at the time of the non-availability notification, or advise them of the not in stock (NIS) position of the item. The customer will make the final decision on the acceptability for any substitution. Future land based customers may change an order up to 24 hours prior to the required delivery date. For Navy end use customers, an order may be changed no later than 2 days prior to the required delivery date.

D. NAVY CUSTOMERS:

1. The Prime Vendor shall stock items in sufficient quantities to fill all ordering requirements for currently designated customers (9 FFG ships as specified on Page 123). Normal routine delivery shall be made 6 days after order placement for Navy customers EXCLUDING Carriers, T-AFS / T-AKE resupply ships, and Largedecks. USNS ships and Navy customers, including Carriers, T-AFS / T-AKE resupply ships, and Largedecks, shall place orders with the Prime Vendor 45 days prior to required delivery. A 45 day order lead-time is required to support these specific Navy customers to allow the PV sufficient time to acquire necessary quantities and items from CONUS manufacturers/suppliers.
2. Delivery port location(s), date(s) and time(s) to be specified by the FISC.
3. The Navy will provide at least three months lead time to add or delete items from the CARGO list.

PRIME VENDOR PANAMA

SOW – Description and Specifications (continued)**III. ORDER PLACEMENT(continued)****4. Fitting Out and Supply Support Assistance Center (FOSSAC)**

The Prime Vendor's responsibility and liability ends upon delivery to the ship's pier near the "brow of the ship" where the Government accepts the products delivered. Inspection and acceptance of products will be performed at destination by both the vendor and US Military Inspectors. The actual loading and stowage of such products will be undertaken by either US Navy, Merchant Marines, and/or Coast Guard ship personnel or the FOSSAC through its contracts with private parties. The duties and responsibilities of the Prime Vendor are unaffected by the FOSSAC role. In pricing its offer, the Prime Vendor should not include any cost or charge related to this requirement. In addition, other customers, both Department of Defense (DoD) and non- DoD, who are not listed at this time, may also be supported. Any new customer may be added to the contract with the approval of the Contracting Officer.

5. Deliveries shall be made daily as needed Mondays through Sundays. Due to the mission requirements of their ships, it is necessary to be able to perform deliveries every day, Monday through Sunday. These delivery times will be coordinated by the FISC and provided to the Prime Vendor. The Prime Vendor must be able to adhere to this delivery schedule. The Prime Vendor must communicate with the FISC, prior to arrival, to ensure availability of equipment and/or personnel. If bread, milk and ice cream products are added to this contract, delivery may be several times, up to 5 times, a week for those items. In addition, the contractor should have the capability to handle Quick Pick or Order and Service pick-up capability.

6. All ships delivery routes and stop-off sequence will be coordinated and verified with the FISC on a post award basis by the contractor. Concurrent delivery to ships may be necessary depending on the number of ships in port. More than one truck may be required to meet delivery time schedules. All delivery trucks must have the ability to contact and communicate with the FISC, from their vehicle, any delays or changes in scheduled deliveries. Trucks must have liftgates and pallet jacks.

PRIME VENDOR PANAMA

SOW – Description and Specifications (continued)**III. ORDER PLACEMENT(continued)**

7. Prime Vendor contractors should be aware that projected feeding figures at each naval location/customer are subject to fluctuations based on a variety of factors, i.e. seasonal increases/decreases in personnel, surges in personnel in crisis situations or deployments/homecomings. The Prime Vendor Customer Service Representative should maintain open communications with the FISC to be aware of these fluctuations and work closely with customers to provide the increased quantity and frequency of deliveries needed during these critical times. The importance of Prime Vendor communication with the FISC is essential.

8. Prime Vendors must provide shelter for all product delivered during inclement weather. Orders for specific ships must be palletized separately. Each pallet must contain only items ordered for a single ship. Aircraft Carriers must have wingtip pallets for all deliveries. All other ships shall use commercial pallets.

The coordination and scheduling of deliveries by the Prime Vendor to the ships, as described in this solicitation, remains unchanged.

IV. ORDER FILL OR SUBSTITUTION POLICY

All supplies shall be furnished on a “fill or kill” basis. Partial shipments are acceptable if the customer is notified in advance and agrees to the partial shipments; however, the unfilled quantity is to be reported as not-in-stock (NIS). Offerors are required to have procedures for handling NIS situations. The Prime Vendor is required to stipulate timeframes in which the NIS item will be identified to the customer prior to the delivery, in order that a substitute item may be requisitioned via a new order. Only substitutes of comparable description, quality, and price may be offered to the customer. Where brand names are specified on the catalog, through use of mandatory contracts or specific NAPA assigned stock numbers, assortment will be limited to those brands indicated.

PRIME VENDOR PANAMA

SOW – Description and Specifications (continued)**V. PRODUCT QUALITY****A. Shelf-life**

1. All Customers (specific exceptions are identified below): Acceptance of supplies will be limited to product processed and packed from the latest pack available or the latest seasonal pack during the contract period. All products delivered shall be as fresh as possible, and within the manufacturer's original shelf life period (i.e. "Best if Used By Date", "Expiration Date", similar marking indicating the end of the guaranteed freshness date. For annual pack items, products will be from the latest pack available, unless approved in advance by the Contracting Officer. Chilled products shall not be frozen in an attempt to extend the products' shelf life unless required/identified as "frozen" in the DSCP item description (due to customer need and shipment to OCONUS shipment/locations) should be purchased frozen from the manufacturer and/or shall be blast-frozen by the PV following the manufacturer's "Freeze-by-Date" guidelines to preclude degradation and to extend shelf-life. All products shall be identified with readable "open coded" "Best When Used By Date", "Sell by Date", date of production, date of processing/pasteurization or similar marking indicating the end of the guaranteed freshness date.

a. Land Based Customers: No product shall be delivered to customers with less than 30 days manufacturer's original shelf life remaining unless the customer grants prior written approval.

b. Navy Direct Ship Support: No product shall be delivered to customers with less than 60 days manufacturer's original shelf life remaining unless the customer grants prior written approval. The Prime Vendor is to identify any item that won't meet the above cited requirement.

- i. Chilled fresh meats shall be delivered within 14 days from the date of pack;
- ii. Fresh Bakery items will be delivered the same day of production and packaging, or the next day in accordance with industry practice.
- iii. Fluid dairy products and other dairy products shall have sufficient remaining shelf life commensurate with good commercial practice and at a minimum:
 - a. Milk – Milk products must be delivered within 72 hours after pasteurization
 - b. Sour Cream must be delivered within 7 days after pasteurization
 - c. Butter must be delivered within 30 days after pasteurization
 - d. All cheeses will be as fresh as possible and within the manufacturer's established shelf life (i.e. Best If Used by Date, Expiration Date)

PRIME VENDOR PANAMA

SOW – Description and Specifications (continued)**V. PRODUCT QUALITY (continued)****2. EXPIRED PRODUCT/SHELF LIFE EXTENSIONS**

It is NOT DSCP's Policy to grant shelf life extensions for prime vendor product. However, on a limited case by case basis, the Contracting Officer reserves the right to authorize extensions giving consideration to the reason requested, manufacturer letter of extension granted, military veterinarian approval, customer approval, and price reduction offered. If a shelf life extension is requested by the vendor, the product sampled during the military inspection will be the cost of the vendor and the customer will not be billed for the sample. As a quality assurance measure, the vendor must ensure that the product for which a shelf life extension is being requested is physically separated from good product during storage. Extension requests will be sent to the Contracting Officer a minimum of 30 days prior to product expiration. If requests are not received 30 days prior to product expiration, the PV must justify why the request was not sent timely. Extension requests more than 30 days past the expiration date(s) will not be reviewed for approval. The procedures for Prime Vendor request for shelf life extensions for prime vendor product are as follows:

- i. The prime vendor submits written notification to the customer regarding over aged product and request customer agreement to receive the product if it is approved for extension by DSCP and Vet Services.
- ii. The prime vendor submits the extension request paperwork to include Customer agreement, NSN, Item Description, # of Cases, Dollar Value, Price Reduction Offered, Reason/Justification for the request, Manufacturer Letter of Extension, Manufacturer's original expiration date, and Manufacturer's extended expiration date to the Contracting Officer and/or Contracting Officer Representatives for review/concurrence.
- iii. The Contracting Officer or Contracting Officer Representative (COR), as designated replies to the prime vendor with accept/reject of the submitted package and go or no-go for the Vet inspection request.
- iv. Vets inspect product (in accordance with their list of priorities) to see if it is wholesome and of adequate quality (consideration should be given to the length of the extension guarantee before Vet approval is granted).

PRIME VENDOR PANAMA

SOW – Description and Specifications (continued)**V. PRODUCT QUALITY (continued)**

v. If the shelf life extension is approved, the COR or Contracting Officer will coordinate shelf life extension approvals to ensure these items are issued immediately to customers to preclude further product degradation. A copy of the shelf life extension approval (DD1232 and/or other Military Inspection Services paperwork) must accompany each shipment containing the product. Shelf-life shall only be extended once for any specific product. Requests for shelf life extensions for a product that was previously (shelf life) extended, will be rejected by the Contracting Officer.

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

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

1. Level of Product Quality:

- a. When designating an item as a match for the DoD item in the schedule of items listed in the solicitation, the item must be:
 - i. Identical in respect to packaging when the DoD unit of issue is not described by weights (e.g. pound or ounce).
 - ii. Identical for portion control items, except that pack size may vary. For example, NSN 8905-00-133-5889 “Beef Braising Steak, Swiss” is described as “frozen, formed, portion-cut, not mechanically tenderized, US Choice Grade or higher, 6 oz each, NAMP 1102 or equivalent, from knuckle, inside round, Eye of Round, or Outside Round, 53 lbs. per box”. The requirement for the formed six (6) ounce portion must be identical. However, if the commercial pack size were a 15-lb. box, it would be acceptable by modifying the unit of issue ratio in the STORES ordering system. In respect to the previous examples, the DoD ordering activities require continuity with the DoD unit of issue for proper inventory and accounting within DoD.
 - iii. Equivalent in respect to grade or fabrication.
- b. All items must meet or exceed the Government’s item description of their assigned Government stock number.

PRIME VENDOR PANAMA

SOW – Description and Specifications (continued)**VI. QUALITY PROGRAM**

- A. A Supplier Selection or certification program shall be used to ensure standardized product quality for each item supplied and/or listed in the stock catalogs, regardless of supplier. The product quality shall be equal to that described in the pertinent item specification. Product characteristics shall be standardized to the extent that variations in flavor, odor, and texture will be minimized.
- B. The prime vendor shall have a formal quality assurance program and a quality control manager that is responsible for over site of the program. All aspects of quality as related to this subsistence prime vendor program shall be proactively monitored and evaluated by the prime vendor.
- C. The contractor shall develop and maintain a quality program for the product acquisition, warehousing and distribution to assure the following:
1. Standardized product quality;
 2. Wholesome product by veterinary standards;
 3. The usage of First-Expired, First-Out (FEFO) principles;
 4. Product shelf life is monitored;
 5. Items are free of damage;
 6. Items are segregated in OCONUS warehouses from commercial products
 7. Correct items and quantities are selected and delivered;
 8. Ensure requirements of the Berry Amendment are met, when applicable;
 9. Customer satisfaction is monitored;
 10. Product discrepancies and complaints are resolved and corrective action is initiated;
 11. Manufacturer, FDA, or DoD initiated food recalls are promptly reported to customers and DSCP;
 12. Compliance with EPA and OSHA requirements;
 13. Distressed or salvaged items or products shall not be used;
 14. Applicable food products delivered originate from a source listed as a Sanitarily Approved Food Establishment for Armed Forces Procurement;
 15. Hazard Analysis and Critical Control Point (HAACP), if applicable;
 16. Commercial standards are used to maintain temperatures appropriate for individual items.

PRIME VENDOR PANAMA

SOW – Description and Specifications (continued)**VII. SANITARY CONDITIONS**

(a) Food Establishments.

(1) All establishments and distributors furnishing subsistence items under DSCP contracts are subject to sanitation approval and surveillance as deemed appropriate by the Military Medical Service or by other Federal agencies recognized by the Military Medical Service. The government does not intend to make any award for, nor accept, any subsistence products manufactured, processed, or stored in a facility which fails to maintain acceptable levels of food safety and food defense, is operating under such unsanitary conditions as may lead to product contamination or adulteration constituting a health hazard, or which has not been listed in an appropriate government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the U.S. Army Veterinary Command (VETCOM) Circular 40-1, *Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement*, (Worldwide Directory) (available at: <https://vets.amedd.army.mil/vetcom>) Compliance with the current edition of DoD Military Standard 3006, *Sanitation Requirements for Food Establishments*, is mandatory for listing of establishments in the Worldwide Directory. Suppliers also agree to inform the contracting officer immediately upon notification that a facility is no longer sanitarily approved and/or removed from the Worldwide Directory and/or other Federal agency's listing, as indicated in paragraph (2) below. Suppliers also agree to inform the contracting officer when sanitary approval is regained and listing is reinstated.

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

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

PRIME VENDOR PANAMA

SOW – Description and Specifications (continued)**VII. Sanitary Conditions (continued)**

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

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

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

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

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

PRIME VENDOR PANAMA

SOW – Description and Specifications (continued)**VII. Sanitary Conditions (continued)**

(vii) Manufactured or processed dairy products only from plants listed in Section I of the “*Dairy Plants Surveyed and Approved for USDA Grading Service*”, published electronically by Dairy Grading Branch, AMS, USDA (available at: <http://www.ams.usda.gov/dairy/dypubs.htm>) may serve as sources of manufactured or processed dairy products as listed by the specific USDA product/operation code. Plants producing products not specifically listed by USDA product/operation code must be Worldwide Directory listed (i.e. plant is coded to produce cubed cheddar but not shredded cheddar; or, plant is coded for cubed cheddar but not cubed mozzarella). Plants listed in Section II and denoted as “P” codes (packaging and processing) must be Worldwide Directory listed.

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

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

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

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

SOW – Description and Specifications (continued)**VIII. WAREHOUSING AND SANITATION PROGRAM/STORED PRODUCT PEST MANAGEMENT**

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

IX. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS

Applicable food products, e.g. poultry, dairy and seafood items, delivered to customers listed in this solicitation, as well as any customer added to the Prime Vendor Program, shall originate either from an establishment listed in the "Directory of Sanitarily Approved Food Establishments For Armed Forces Procurements", or one which has been inspected under the guidance of the United States Department of Commerce (USDC) or the United States department of Agriculture (USDA). For detailed information see above "Sanitary Conditions" requirement.

PRIME VENDOR PANAMA

SOW – Description and Specifications (continued)**X. PRIME VENDOR QUALITY SYSTEMS MANAGEMENT VISITS AND AUDITS****A. QUALITY SYSTEMS MANAGEMENT VISITS (QSMVs)**

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

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

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

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

PRIME VENDOR PANAMA

SOW – Description and Specifications (continued)**X. Prime Vendor Quality Systems Management Visits and Audits (continued)****B. PV PRODUCT QUALITY AUDITS:****1. Basic Audits**

- a. The DSCP Worldwide Food Audit Program, covering all Food Classes within a Prime Vendor's catalog (Meat, Poultry, Seafood and Processed Products, and other items as deemed appropriate) functions as a Service and Quality Assurance check for our DoD customers to ensure the war fighters are receiving products of an optimum quality level. The audit objectives focus on the following to ensure:
 - i. Prime Vendor adherence to contract requirements
 - ii. The quality level of the materials supplied is satisfactory and uniform throughout the DSCP-FT Prime Vendor Regions.
 - iii. There is no product misrepresentation or unapproved substitution.
- b. The Audit objectives are accomplished utilizing the expertise of the U.S. Dept. of Agriculture (USDA) Agricultural Marketing Service (AMS) Meat, Poultry and Processed Products Graders, U.S. Dept. of Commerce (USDC) National Marine Fisheries Services and DSCP-FT Quality Assurance personnel. Representatives from the above agencies form the DSCP Worldwide Food Audit Team.
- c. Each Prime Vendor will undergo an initial audit once per contract period with the first audit occurring during the base period and other initial audits occurring once per option period. The Audits are conducted as a product cutting. The average cost of one Food Audit is approximately \$9,500.00 (product cost only). As a Prime Vendor you will be expected to provide samples of the government's choice of a cost of approximately \$9,500.00 per audit. Additional cost may be incurred by the PV if the PV's facility does not have a facility/kitchen or the equipment needed to perform the audit.

PRIME VENDOR PANAMA

SOW – Description and Specifications (continued)**X. Prime Vendor Quality Systems Management Visits and Audits (continued)**2. Audit Process

- a. The Prime Vendor will be given advanced notice of sixty (60) calendar days of an impending audit. The Government reserves the right to conduct unannounced food audits.
- b. DSCP Worldwide Food Audits are typically a three (3) day process. Day one is devoted to sample selection at the Prime Vendor's warehouse. Day two and three encompass the performance of the actual audit.
- c. Once an audit has been scheduled, the DSCP Lead Auditor will arrive at the Prime Vendor's warehouse on day one and provide a list of items identified for evaluation and select items to be inspected during the course of the audit.
- d. Items selected for evaluation will be segregated from the Prime Vendor's regular inventory and appropriate procedures shall be used to maintain the integrity of the samples. Evidence that the Prime Vendor has replaced or tampered with samples, or otherwise interfered with the audit samples and/or audit process will result in the PV failing the audit. One or more audit failures may be grounds for terminating the contract.
- e. During the Audit (days two and three), the DSCP Quality Assurance Representative will assign an item rating based on compliance with or departure from stated requirements as specified in the DSCP NSN, LSN, or NAPA catalogs. Items will also be audited to determine compliance with the Berry Amendment, approved source requirements, FDA Retail Food Code, USDA Warehousing Standards, Good Manufacturing Practice, additional provisions of the Code of Federal Regulations and other applicable standards.

PRIME VENDOR PANAMA

SOW – Description and Specifications (continued)**X. Prime Vendor Quality Systems Management Visits and Audits (continued)**

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

PV PRODUCT AUDIT RATINGS (COLOR CODE RATING SYMBOLOGY)

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

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

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

PRIME VENDOR PANAMA

SOW – Description and Specifications (continued)**X. Prime Vendor Quality Systems Management Visits and Audits (continued)**

MAJOR NONCONFORMANCE (BLUE) = A major nonconformance, other than critical, is a deviation from the contract or the item description stock number requirements. This major nonconformance is a deviation that materially affects or is likely to have a major affect on the serviceability, usability, condition and/or continued storage of an item for further use. Examples of major nonconformance's: Domestic source/regulatory/approved source violations; Wrong item; Grade failures or mismatch; Major workmanship/fabrication violations; Major weight/portion control violations; Item shelf life/ expiration date violations; Not latest season pack/crop year violations; Items that exhibit major freezer burn or dehydration, temperature abuse, and/or other off condition that although not likely to result in hazardous or unsafe conditions, the defect and/or combination of defects materially affect the item serviceability for its intended purpose and/or prevents the performance and production of an end item/meal by the customer; and/or major deviations from packing, packaging, labeling and markings that would necessitate a regulatory market suspension or have a major affect on DSCP's ability to recall the product. **ACTION REQUIRED:** PV is required to STOP ISSUE of the item, unless otherwise approved by the Contracting Officer.

CRITICAL NONCONFORMANCE (RED) = A critical nonconformance is a deviation that judgment and experience indicate consumption of the item is likely to result in hazardous or unsafe conditions for individuals. An item will receive a Red Rating if it contains a critical defect(s) that involve food safety issues such as wholesomeness, foreign material, contamination or adulteration issues that judgment and experience indicate consumption of the item is likely to result in hazardous or unsafe conditions for individuals. Examples of critical nonconformance's: Items with food safety concerns are those items that exhibit decomposition, contamination, foreign material, and/or other conditions that render an item unfit for human consumption **ACTION REQUIRED:** PV is required to STOP ISSUE of the item, immediately NOTIFY DOD CUSTOMERS, REQUEST RETURN of the item in question, and notify supplier/producer of the item (if applicable).

PRIME VENDOR PANAMA

SOW – Description and Specifications (continued)**X. Prime Vendor Quality Systems Management Visits and Audits (continued)****NOTES:**

1/ MAJOR NONCONFORMANCE (BLUE) = In PV OCONUS locations only, the Contracting Officer may approve continue issue of the item because of location extenuating circumstances and on a case-by-case basis. This approval is depending on the type and severity of the deviation, DSCP Lead Auditor recommendation, customer approval, and if the same item and/or a substitute of equal/higher technical quality is Not-in-Stock at OCONUS location. Continue issue of the item may require and include PV screening/rework of the nonconforming item and follow-up Government inspection/audit to verify action taken by the PV (at no cost to the Government for inspection/travel costs). At CONUS/OCONUS locations, only the Contracting Officer, not the customer or the Lead Auditor, has the authority to accept wrong items (not meeting item description cited in DSCP catalogs). The Rating assigned to the item WILL NOT be changed by the Lead Auditor because of acceptance with a waiver/rework/repair of the item in question. The DSCP Food Safety Office, at the request of the Contracting Officer, may issue a restricted (to DSCP customers only) a Hazardous Food Recall for all those items originating from an unapproved source and distributed to DSCP customers worldwide.

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

3. Prime Vendor Audit Preparation

The PV is responsible and will bear all costs for the facility and the equipment/supplies used during the audit. Immediately upon receipt of the audit notification, the PV shall make arrangements to use their normal product cutting room/kitchen (if adequate) or find another facility for the audit. If there is no space available at the PV facility or the space is inadequate other arrangements must be made by the PV. The room must be equipped with running water. Clean up of the cutting area/room and continuous clean up of equipment will be the PV's responsibility. The PV must call the Lead Auditor to discuss the location, adequacy of the facility, and equipment available as soon as possible but no later than 45 Calendar days prior to the audit. The following is the list of equipment needed:

PRIME VENDOR PANAMA

SOW – Description and Specifications (continued)**X. Prime Vendor Quality Systems Management Visits and Audits (continued)**

- (1) Freezer storage area to store samples selected
- (2) Chill area for tempering product for approximately 10 + pallets
- (3) Tables for conducting the audit and demonstration.
- (4) Sinks/wash area equipped with sanitizing soap for cleaning knives and equipment.
- (5) Water jet spray attachment for the sink
- (6) Pans or work area in close proximity to a sink area to drain/purge from packaged product.
- (7) Deep fat fryer.
- (8) Microwave.
- (9) Calibrated scales – A scale capable of weighting portion control items and roasts; a large scale capable of weighting large cases (weighing up to 70 pounds); a digital portion scale capable of weighting in ounces and grams.
- (10) A minimum of 10 large flat baking sheet pans, plastic trays or some type of tubs to place thawed meats.
- (11) Cart to move samples around.
- (12) Cutting boards (two or three)
- (13) Large trash cans with bags.
- (14) Power hook-up for 3-4 computers
- (15) Access to a copy machine
- (16) Small box for ground beef samples (Approx. 10 oz) and dry ice or cold packs for mailing.
- (17) Miscellaneous supplies: Paper towels; heavy-duty plastic bags; one box of large latex gloves; paper flip chart/easel with markers (RED, BLUE, ORANGE, GREEN, BLACK); cellophane tape;
- (18) Optional but considered highly desirable: Cloth towels and floor covering to maintain clean and sanitary floor areas.

PRIME VENDOR PANAMA

SOW – Description and Specifications (continued)**X. Prime Vendor Quality Systems Management Visits and Audits (continued)**4. Sample List/Selection of Samples

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

5. Audit Results

The audit results are performance indicators that will be used in conjunction with a firm's past performance. DSCP considers 85% acceptability for each category (Meats, Poultry, Seafood, and Processed Products) as the minimum standard for acceptable performance. Prime Vendors will be given a detailed report on each product reviewed. It will be the Prime Vendor's responsibility to take immediate action to correct any deficiency uncovered during the audit. Corrective action must include action to address the deficiency and the system which allowed the deficiency to occur. Audit failures and/or failure to take corrective action will be grounds for terminating the contract.

PRIME VENDOR PANAMA

SOW – Description and Specifications (continued)**X. Prime Vendor Quality Systems Management Visits and Audits (continued)**6. Follow-Up Audits

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

7. Audit failures

As noted herein, audit failures and/or failure to take connective action will be grounds for terminating the contract. The government may, at its discretion, take other action to address the audit failure such as, but not limited to unannounced QSMVs or follow-up audits. Such action will not eliminate the government's right to terminate the PV contract should the deficiency or system which allowed the deficiency to occur remain uncorrected.

XI. JUICE AND DRINK DISPENSERS, SOFT SERVE/YOGURT MACHINES, HOT SOUP AND CEREAL DISPENSERS

- A. When requested, the prime vendor shall furnish beverage, hot soup, and cereal dispensing machines, and soft serve/yogurt machines, as specified herein. The upkeep of the machines consisting of, but not limited to, labor, transportation, and supplies required to repair and maintain the equipment, shall be the sole responsibility of the contractor. Maintenance or replacement shall be in accordance with normal commercial practice.
- B. The contractor shall furnish mechanically refrigerated dispensing machines and heads suitable for use with prime vendor cataloged products. A sufficient number of machines and dispensing heads shall be installed in the customer's facility to accommodate the specific needs of each ordering activity. Facility exceptions must be mutually agreed upon.
- C. Unless prohibited by the customer, the contractor will provide a technically qualified service representative to perform maintenance and quality control inspections on each dispensing system. If more frequent maintenance is deemed necessary, the Prime Vendor must provide this additional service at no additional cost. If replacement is required, the Prime Vendor shall provide replacement at no additional cost.
- D. Any equipment or material furnished by the Prime Vendor shall remain the property of the Prime Vendor, and must be returned to the Prime Vendor at the conclusion of the contract.

SOW – Description and Specifications (continued)**XII. BRAND NAME ITEMS**

- A. Based on the ordering habits of the customers listed in this solicitation, the current Market Basket or Schedule of Items and total catalog includes numerous Brand Name items. These are items whose manufacturers have offered the Government a discount under the NAPA Program, and which the customers have expressed a preference for, and shall be included in the catalog at the customer's request. This does not preclude future catalog changes during the life of the contract to add competing products based on added value to the customer.
- B. Offerors are required to submit pricing on the specific Brand Name item listed in the item description, if applicable.

<u>STATEMENT OF WORK (SOW) (continued)</u>

PACKAGING AND MARKING**I. PACKAGING AND PACKING****A. All Customers Including Navy**

1. All packaging and packing shall be in accordance with good commercial practice, except as stated in paragraph B. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug and Cosmetic Act and regulations promulgated there under. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code. The prime vendor shall be responsible for abiding to any applicable packaging, packing, and marking regulations of the various countries in/through which product will be stored/transported.
2. Semi-perishable items shall be snugly packed in shipping containers that fully comply with the National Motor Freight Classification and Uniform Freight Classification Code, as applicable.
3. All meats, poultry, and seafood will be vacuum packed when practicable. In all instances the packaging must protect the product from freezer burn and contamination.
4. Frozen product must be processed and packed to allow removal of the individual units from the container without damage to that or other units. The intent is to be able to remove only that amount of product required for current needs, without the necessity of defrosting all units.
5. Chill and freeze products must be shipped in refrigerated (Reefer) Vans and appropriately separated per temperature requirements.

B. Navy Ship Customers

1. Packaging for shipboard stowage may require deviation from standard commercial pack. The PV should maximize the use of commercial packing that employs sturdy containers, Commercial cartons that fail to hold up under ship board stowage conditions must be changed to ensure product durability. Product should be snugly packed with head space no greater than one half (1/2) inch. This procedure eliminates damaged cases and secures stowage aboard ships.

PRIME VENDOR PANAMA

SOW- PACKAGING AND MARKING (continued)**II. MARKINGS AND LABELING**

2. The Following applies ONLY to Resupply Ships (T-AKE and/or T-AFS ships)

1. ONLY for shipments to resupply ships (T-AKE or T-AFS), shipments of flour, sugar, salt, and rice (and any other bagged items) to must be placed in tri-wall containers or commercially acceptable configuration. Alternate packaging must be approved prior to usage.
 2. T-AFS load-outs require single line items to a pallet. Mixed loads are not permitted.
- A. To ensure that the carrier and the receiving activity properly handle and store items, standard commercial precautionary markings such as “KEEP FROZEN”, “KEEP REFRIGERATED”, etc. shall be used on all cases when appropriate.
 - B. To the maximum extent possible, nutritional and ingredient labels shall be placed on the individual package. In addition, the Child Centers require that the CN (Child Nutrition) Label is on the outside of each of the cases ordered, to meet USDA standards.
 - C. Any delivered product not labeled with the name and address of the manufacturing establishment must be identified as to its manufacturer by “timely” advance written notice to each installation’s officer in charge of food service (e.g. Installation Food Advisor (IFA)). The listing is requested in alphabetical order in respect to the shipping container nomenclature. This listing must be kept current and provided to each Installation’s Food Advisor, Food Service Officer, or FSC on a quarterly basis.
 - D. All labels must include the name, address and plant number of the manufacturing establishment.
 - E. Any delivered product not labeled with the name and address of the manufacturing establishment must be identified as to its manufacturer by “timely” advance written notice to each installation’s officer in charge of food service (e.g. Installation Food Advisor (IFA)). The listing is requested in alphabetical order in respect to the shipping container nomenclature. This listing must be kept current and provided to each Installation’s Food Advisor, Food Service Officer, or FSC on a quarterly basis.

PRIME VENDOR PANAMA

SOW- PACKAGING AND MARKING (continued)**II. MARKINGS AND LABELING**

- F. Pallet placards are required for palletized loads to OCONUS destinations.
1. Regarding the placement of the placards on the pallets: A placard shall be positioned on the sides of the unit load just prior to applying the last layer of stretch (shrink) wrap. The outside label/placard shall be placed on either the identification-marked side of the load, or on the opposite side.
 2. Regarding the material used for the placard: The marking panel (placard) shall be constructed of any class or grade of solid fiberboard, and it must be affixed with tape and adhesive so as to remain securely attached to the load.
 3. Regarding the size of the markings on the placard: Markings on palletized loads shall be $\frac{3}{4}$ inch or larger for interrupted stenciled letters, and $\frac{1}{2}$ inch or larger for solid letters.
 4. The phrase **“FOR U.S. MILITARY FORCES IN PANAMA– NOT FOR RESALE” (as applicable)** must be conspicuously present and visible on the placard and is required in order to expedite all products through foreign delivery points
- G. **CODE DATES:** All products shall be identified with readable (open code dates). All products delivered by the Prime Vendor will have an “open coded” (month/year) “Date of Pack” (DOP) and an “open coded” “Best When Used By Date”, “Sell by Date”, date of production, date of processing/pasteurization or similar marking indicating the end of the guaranteed freshness date. If the product manufacturers/producers do not use open code dating the PV should request labeling with open code dates or shall use the origin manufacturers/producers Product Code Key to decode the item shelf life information, decode the closed code date, and must apply the open code date to their own label.
1. Land Based Customers:

All products shall be identified with readable dates (open code dates as defined above). For both perishable, non-shelf stable (chill and freeze) items, and semi-perishable, shelf stable (dry/ambient*) items, open code dating is required regardless of the type of coding the manufacturer uses. * The protocols need to maintain the Controlled Room/Ambient Temperature range of 15-30 degrees Celsius; (15-30 degrees Celsius is 59-86 degrees Fahrenheit.

PRIME VENDOR PANAMA

SOW- PACKAGING AND MARKING (continued)**II. MARKINGS AND LABELING (continued)**

If the manufacturer uses open code dating, no additional label is required, however the PV may use at their discretion. If the manufacturer uses closed code dating, a label with the Best When Used By Date, Sell by Date, Date of Production, Date of Processing/Pasteurization, Sell By Date and Manufacturer Shelf Life Date is required.

In either instance when labels are used, the information must agree with the manufacturers coding information. No product shall be shipped to an end-use customer, without open code dating, either from the manufacturer or by use of a label. No product shall be shipped to an end-use customer with conflicting manufacturer / label information. If product is shipped to an end-use customer with conflicting information, the customers have the right to reject any product that they cannot determine the shelf life information and product will be returned to the PV at no additional cost to that customer or DSCP.

2. Navy Ships Customers:

All products shall have labels to include the DoD Stock Number, Item Nomenclature, Funding Information Code (FIC), Case Weight, Case Cube, Bar Code, Unit Pack, Lot Number, Unit of Issue, Date of Pack, Quantity, “Best When Used By” date, “Sell By” date, date of processing/pasteurization, or similar marking indicating the end of guaranteed freshness date, such as (see enclosed sample label). The Dates of Pack and Best When Used By must be “in the clear” (open coded) and easily visible. Item nomenclature shall be sufficient to identify the item, the DoD unit of issue may be found in the Schedule of Items. **It is mandatory that a label containing this information be adhered to every case delivered.**

PRIME VENDOR PANAMA

SOW- PACKAGING AND MARKING (continued)**II. MARKINGS AND LABELING (continued)**

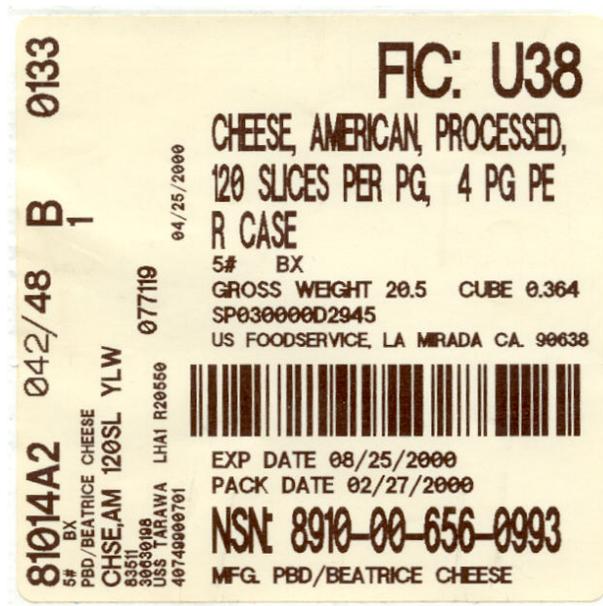
The Navy has incorporated a new initiative that adds a bar code of the National Stock Number (NSN) to the label. The bar code is used to receipt product at time of delivery. In addition to the information listed above, the PV must provide a bar code on the case label by using the following:

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

The label shall be placed on each case so that the bar code is not wrinkled, wet or wrapped around case corners. It must be suitable for accurate and quick scanning and must include:

1. Requisition number if provided by the customer or STORES Purchase Order number
2. The NSN represented in both human readable and bar coded format. This format shall be Code 128 with no less than 7.5 mil bar. Approximate size to be 3" long by 1/2" tall.
3. Human readable Food Identification Code (FIC).
4. When the weight of a packaged item is random or catch-weight, the weight must appear on the label.

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



PRIME VENDOR PANAMA

SOW- PACKAGING AND MARKING (continued)**II. MARKINGS AND LABELING (continued)****H. TRACEABILITY REQUIREMENTS FOR PRIME VENDORS OR PV'S SUPPLIERS RE-PACKAGING AND RE-LABELING PRODUCTS**

If the PV removes the item from the manufacturer's original packaging/shipping container and re-packages/re-labels an item, documentation must be maintained to trace the item back to the original producer/packer in case of a hazardous food recall or an item is rated Red/Critical during a DSCP audit. The PV shall maintain or request from their suppliers documentation/certificates containing the following information: Item nomenclature, name and number of establishment, location, country of origin, date of production/pack (DOP), lot number, etc. If processing/production/packaging of the item occurred in more than one establishment, documentation for each item must also be maintained/provided. These records must maintain traceability of the item to the extent that a lot number/DOP/Code Date of an item can be traced back to the original manufacturers/producers of an end item. The manufacturer/producer and/or the PV's item label shall clearly identify the item(s) shelf life information (using an open code date) on the exterior of each case. In addition, the PV must maintain records of quantities and when and where the re-packaged/re-labeled item(s) were shipped. The PV must be able to show/provide DSCP Quality Auditors the documentation for samples selected during PV Product Quality Audits or Unannounced Quality Systems Management Visits (QSMVs). It is the PV's responsibility to notify and ensure their suppliers understand and comply with this requirement.

The above requirements are necessary in the event of a food recall (i.e., ALFOODACT) of potentially hazardous products when a recall is issued by a Regulatory Agency and for the PV to isolate suspected items in order to notify customers in an expeditious manner whenever products are rated "Red/Critical" during a DSCP audit. The above requirements serve two main purposes: (1) To protect DSCP's customers and expeditiously notify them in case of accidental or intentional tempering/contamination and/or to prevent consumption of unsafe/hazardous products and (2) To maintain traceability of re-packaged/re-labeled items in order to verify country of origin, approved source requirement during the shelf life cycle of the item in the PV storage and the customer's receipt/storage of the item in order to expedite the recall process for all suspected items intended for DSCP's customers

PRIME VENDOR PANAMA

SOW- PACKAGING AND MARKING (continued)**III. PALLETIZATION/CONTAINERIZATION**

A. Requirements for all customers including all ships.

Except as identified as a special requirement below, all PV shipments must be palletized in accordance with good commercial practices. The PV is responsible for the purchase of all pallets. Where practical, pallet exchange programs will be implemented by customers. Pallets may not always be returned on a 1 to 1 basis. This does not relieve the PV from delivering products on the proper type pallet. Pallet retrieval and all associated costs shall be the responsibility of the PV. Although it is at the PV's discretion, corner boards and strapping are highly recommended. The PV will not be paid for any pallet that is delivered to a customer with damaged product because of poor palletization.

B. For All Customers:

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

C. Special Navy Ship Requirements:

A. All product must be palletized and placed on the pier at the brow of the ship.

B. The Prime Vendor will use standard commercial palletization and shrink-wrapping for all Navy customers **except Aircraft Carriers and Resupply Ships** as specified below. Pallet height shall not exceed 60" in height including the pallet, except for Aircraft Carriers and Resupply ships as specified below. Pallet retrieval, and all associated costs, shall be the responsibility of the Prime Vendor. There is no pallet exchange program.

C. **Palletizing for Aircraft Carriers and Resupply Ships** must be done by using a two way wing type pallet. The commercial wood wing pallet dimensions must be 40"X48"X48" or 48"X40"X48". The Industrial Standard Specification for Wood pallets is the "American Society of Mechanical Engineers (ASME) MH1-Part 9, Part Number MH1-9-05-SW4048." All pads must be commercial fiberboard, 40"X48", positioned on the pallets before loading.

PRIME VENDOR PANAMA

SOW- PACKAGING AND MARKING (continued)**III. Palletization/Containerization (continued)**

Pallet height must NOT exceed 54", except that for deliveries to Resupply Cargo Ships designated for replenishment-at-sea (RAS) or underway-replenishment (UNREP), pallet height must NOT exceed 40". Ordering activities shall specify when orders are for RAS or UNREP.

The unit load bonding material must consist of strappings: two-girth wise and three lengthwise. Bonding material shall be threaded through the strapping slots on the pallet to form a consolidated, stable cargo, which can be handled as a unit. **Shrink-wrap is prohibited for Aircraft Carriers and Resupply Ships.**

- D. The palletized/containerized unit loads require placards. The placards contain identification and contract data markings, which are to be stenciled, printed or labeled on two adjacent sides of the unitized load. The placards contain the stock number, item description, quantity (number of shipping cases in the unit load), size and unit, the gross weight and cube, the contract and delivery order number, the contractor's name, address and nine digit zip code, and expiration date.

I. INSPECTION AND ACCEPTANCE

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

Inspection and acceptance of products will be performed at destination. The inspection is normally limited to identify, count and condition; however, this may be expanded if deemed necessary by either the military Veterinary Inspector, Dining Facility Manager, Food Service Advisor/Officer, or the Contracting Officer.

The Prime Vendor's delivery vehicles shall be equipped to maintain the appropriate temperatures and product segregation as necessary to deliver products at the proper temperature. Deliveries shall be made in clean, closed vehicles. When transporting food items, the vehicles shall be maintained in good sanitary condition to prevent contamination of the material. Delivery vehicles used to deliver items under this contract shall be subject to military veterinary inspection at destination. In addition, the delivery vehicles will be inspected for cleanliness and condition.

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

PRIME VENDOR PANAMA

SOW- INSPECTION AND ACCEPTANCE**I. INSPECTION AND ACCEPTANCE (continued)**

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

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

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

The USDA official will sign the prime vendor prepared DD Form 250 form denoting acceptance of the product by the government. Invoices matching the DD250 quantities along with a copy of the DD250 will be express mailed by the prime vendor to both DSCP and the end customer.

II. WARRANTIES

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

SOW- INSPECTION AND ACCEPTANCE**III. DELIVERY TEMPERATURES, SHIPPING AND STORAGE REQUIREMENTS**

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

- A. In order for frozen items to be accepted by the receiving activity, the following criteria must be observed:
 - 1. Packages must be solid, not soft, upon arrival;
 - 2. Container and wrapping must be intact and in a solid condition;
 - 3. Packages must be free of drip and show no evidence of thawing and re-freezing (i.e. watermarks on boxes; off odor) or dehydration.
 - 4. Cello wrapped packages will not be discolored or show other signs of freezer burn.

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

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

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

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

PRIME VENDOR PANAMA

SOW – INSPECTION AND ACCEPTANCE (continued)**IV. REJECTION PROCEDURES**

- A. If product is determined to be defective, damaged, and/or compromised in any other manner, it may be rejected by the receiving official.
- B. When product is found to be non-conforming or damaged, or otherwise suspect, the receiving official shall reject the item and/or determine the course of action to be taken with the product in questions. If present, the Contracting Officer Representative (COR) may be consulted. The final decision is to be made by the receiving official.
- C. In the event an item is rejected, the delivery ticket/invoice shall be annotated as to the item(s) rejected. These items shall then be deducted from the delivery ticket/invoice. The delivery ticket/invoice total must be adjusted to reflect the correct dollar value of the shipment. Replacements will be authorized based on the customer's needs. To the greatest extent possible, on an as-needed, emergency basis, next day re-delivery of items that were previously rejected shall be made, so that the customer's food service requirements do not go unfulfilled. The re-delivered items will be delivered under a separate delivery ticket/invoice utilizing a new call number, CLIN number, and purchase order number. These re-deliveries will not constitute an emergency requirement and therefore will have no additional charges.
- D. In the event that a product is rejected after initial delivery is made, the Prime Vendor may be required to pick up the rejected product or the customer may agree to dispose of it. Credit due to the ordering activity as a result of the rejected product being returned, will be handled through a receipts adjustment process in STORES. If the 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 one (1) copy of the credit memo is to be sent to the DSCP Acquisition Specialist.
- E. It is a requirement of this solicitation that product shall be inspected upon receipt as promptly as practicable. However, failure to promptly inspect or accept supplies shall not relieve the contractor from responsibility, nor impose liability on any of the customers, for nonconforming supplies.
- F. Supplies transported in vehicles which are not sanitary, or which are not equipped to maintain prescribed temperatures, may be rejected without further inspection.

PRIME VENDOR PANAMA**SOW – INSPECTION AND ACCEPTANCE (continued)****V. ARMY VETERINARY INSPECTORS AND INSPECTIONS**

As described and detailed in this solicitation, all inspections by Army Veterinary Inspectors (VETCOM) shall be conducted in accordance with 48 CFR Part 246, Army Regulation (AR) 40-657, AR 40-656, and any other rule, regulation, or standard food inspection policy applicable to the Subsistence Prime Vendor operating within this geographic area as may be established from time to time by SOUTHCOM, U.S. Naval Forces Southern Command U.S. Fourth Fleet, or any other Department of Defense entity.

PRIME VENDOR PANAMA

STATEMENT OF WORK (SOW) (continued)**DELIVERIES AND PERFORMANCE****I. CONTRACTOR ACCOUNTABILITY**

In keeping with United States commitments to insure that products imported into foreign countries for use by the United States Armed Forces is not converted to other use, the Prime Vendor is responsible to develop and implement a system to insure accountability of products procured by the United States under this contract. Furthermore, Prime Vendor is required to segregate Government stocks from commercial stocks during OCONUS warehousing and shipping.

II. CONTRACT IMPLEMENTATION/EFFECTIVE PERIOD

Since this is a new contract initiative with no prior Prime Vendor support in place, the Government intends to: (i) make award up to 180 prior but at least 90 days prior to the implementation of the effective date for the new contract and (ii) establish a time phased implementation schedule during the contract's first 30 days after contract award. During the implementation period, the newly awarded Prime Vendor will become the principal source of food and non-food supplies. Performance failure during this period may result in the contract termination for cause.

Upon receipt and after review and discussion, the Contracting Officer will assist the new Prime Vendor with forecasting levels and begin the ramp-up phase.

The following schedule is based upon contract award 180 days prior to contract effective date:

At least (90) days prior to implementation, the new Prime Vendor shall be required to establish fully functional catalogs and have its distribution systems in place, including all EDI support systems, for all customers under their respective contract(s). At 60 days prior to implementation, the new PV will submit its first Total Asset Visibility (TAV) Report to the Contracting Officer. This report shows, by item and quantity, the location of each product in the pipeline, whether on order, in the PV's CONUS warehouse, on the water, or in the PV's OCONUS warehouse. The Prime Vendor shall fully prepare to support all customers under the contract at least 30 days prior to the implementation date of the contract. However, the Government reserves the right to phase in customer ordering points when it is in the best interest of the Government.

PRIME VENDOR PANAMA**SOW – Deliveries and Performance (continued)****II. Contract Implementation/Effective-Period (continued)**

A contract effective date of less than 180 days after contract award date is possible and desirable by the government. The Prime Vendor is required to submit a proposed implementation schedule to the Contracting Officer within 30 days after award. In the proposed schedule, the Prime Vendor may offer an implementation period of less than 180 days but at least 90 days in length.

To fulfill requirements of contract, the contractor will begin preparation for performance on the contract at time of award. Fulfillment of requirements of the contract incorporates the previously described ramp up phase. Base period of contract begins when the first customer order is placed with the prime vendor. Base period consists of 18 months.

III. ITEM AVAILABILITY

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

IV. DELIVERY INSTRUCTIONS

See the section titled Order Placement (pages 96-97) for details regarding the time frame required to fill an order once it has been placed by the customer.

- A. Unless otherwise specified by the Contracting Officer, deliveries shall be F.O.B. destination to all ordering activities and delivery points. All items will be delivered to customer locations, within the scheduled delivery period, free of damage, with all packaging and packing intact. Dependent upon the specific customers, deliveries shall average 2 times per month to each customer, unless the customer and the prime vendor agree upon more or less frequent stops.
- B. Pallet return may not be allowable either due to customer missions(s) or country custom regulations. Where allowable and practical, pallet exchange programs will be implemented by customers. Pallets may not always be returned on a 1 to 1 basis. The prime vendor shall remove all empty pallets and all excess packaging materials on the next delivery.

PRIME VENDOR PANAMA

SOW – Deliveries and Performance (continued)**IV. Delivery Instructions (continued)**

- C. Prime vendor contractors should be aware that projected feeding strengths for each customer are subject to fluctuations based on a variety of factors; i.e., seasonal increases/decreases in personnel, surges in personnel during training exercises or crisis situations, or troop transfers, etc. The Prime Vendor should also be aware that the projected customers may vary and include additional customers in the future. Therefore, it is critical that prime vendor customer service representatives should be able to converse fluently in English, and maintain open communications with the individual bases to be aware of these fluctuations and work closely with the customers to provide the increased quantity and frequency of deliveries needed during these critical times.
- D. If required, port/installation delivery routes and stop-off sequences will be coordinated and verified with the ports/installations on a post award basis by the awardee(s).
- E. All deliveries are subject to military inspection at destination. Delivery vehicles may be required to stop at central locations for inspection or convoy support before proceeding to or leaving assigned delivery point(s). The prime vendor must maintain records and provide a signed copy of the delivery ticket/invoice per U.S. Government instructions.
- F. The customers should not be contacted regarding questions concerning delivery prior to contract award. Offerors are advised to contact the Contracting Officer(s) or the Contract Specialist(s) for any such information. Post award, Services will have representatives available from a combination of HQ staff, deployed commands and dining hall representatives.
- G. Products for individual customers/dining facilities must be segregated. Many of the military bases/ports have more than one delivery point. All products shall be segregated by drop-off point. The intent is to provide expeditious off-loading and delivery to the customer.

PRIME VENDOR PANAMA

SOW – Deliveries and Performance (continued)**IV. Delivery Instructions (continued)**

- H. The offeror shall also ensure that the personnel loading and delivering the product provide prompt and efficient service to the customer. Drivers should carry picture ID's, and comply with badge requirements and any other internal ID and security requirement of the specific site. Trucks should also be properly registered with each activity to ensure smooth admission to the compound, while fully honoring all in-house security protection measures of the military activities.
- I. Delivery to airfields, airports may also be required (Airlifts are not anticipated, however may be required in emergency situations). The prime vendor will be required to palletize, cover, strap down and transport cargo to the designated airfield. The prime vendor will be required to properly prepare/process any and all required documentation before items are accepted for airlift transport. Once the prime vendor ensures that said documentation is properly filled out and all cargo is safely palletized and passes inspection, the air pallets will be loaded onto the awaiting aircraft.

L. DELIVERY POINTS

Delivery locations are two ports in Panama, one on the East and one on the West Coast of Panama to support Navy ship customers. It is anticipated that ships will re-supply twice per month and that each port should have approximately one delivery every 3 to 4 days. FF&V and LMR may be required to be delivered on the same schedule. Listed below is a general guide as to the number of delivery points. Locations have sufficient access to accommodate 40 FT trucks; however, the prime vendor will need to use a forklift or pallet jack since the sites tend to lack loading docks.

Customer Deliveries will be made to the following commercial ports/areas:

East Coast of Panama: Christobal Colon

West Coast of Panama: Vasco Nunez de Balboa (VNB)

SOW – Deliveries and Performance (continued)**IV. Delivery Instructions (continued)**

Customers Are as Follows:

<u>SERVICE</u>	<u>FFG PLATFORM</u>	<u>DODAAC</u>
Navy	USS CARR	V21233
Navy	USS HAWES	V21234
Navy	USS SIMPSON	V21350
Navy	USS GARY	R21232
Navy	USS JARRETT	R21058
Navy	USS DEWERT	V21197
Navy	USS MCINERNEY	V21032
Navy	USS MCCLUSKY	R21108
Navy	USS FORD	R21235

*Note, if land based customer locations are added to this region post award, the distribution fees per the contract award terms will apply.

- M. All orders shall be accompanied with three copies of the delivery ticket/invoice documents.
- N. For all future land based customers, order cancellations must be received by the PV through a STORES order cancellation or in writing no less than 24 hours prior to the RDD. For Navy Ships, order cancellations must be received by the PV through a STORES order cancellation or in writing no less than 48 hours prior to the RDD. For orders cancelled untimely, the PV will make every effort to cancel the order(s). Restocking fees and any additional transportation cost incurred which cannot be avoided will apply to all orders not cancelled in a timely manner and customers will be billed given consideration to the cancellation circumstances. A decision regarding these charges will be made at the Contracting Officer's discretion.

PRIME VENDOR PANAMA

SOW – Deliveries and Performance (continued)**V. TERMS OF INDEFINITE QUANTITY CONTRACT**

- A. The duration of the contract is for an eighteen (18) month base term and three available option periods. Option periods one (1) and two (2) will be twelve (12) months each while option period three (3), the final available option, will be eighteen (18) months. The ordering period begins after the first order is placed. The effective contract period will run from the day the first order is placed until eighteen (18) months thereafter.
- B. The contractor's implementation period is defined as the timeframe which begins immediately after award and ends when the first order is placed. The following is based upon a 180 day implementation period; however timeframes as stated below may be adjusted to shorter timelines if agreed upon by the Prime Vendor and the Contracting Officer after award. The Prime Vendor shall submit a proposed implementation schedule to the Contracting Officer within thirty (30) days after award, highlighting the steps that will be taken to implement a fully functional distribution account, including all EDI transactions (and testing), for all customers covered by this solicitation. Fully functional catalogs must be established within ninety (90) days after award. The prime vendor must submit its first Total Asset Visibility (TAV) Report to the Contracting Officer within 120 days after award. This report shows, by item and quantity, the location of each product in the pipeline, whether on order, in the PV's CONUS warehouse, on the water, or in the PV's OCONUS warehouse. The Prime Vendor may be required to support a phased in number of customers within 120 days after award and is required to support all customers under the contract within 180 days after award.

SOW – Deliveries and Performance (continued)**VI. FILL RATE/SUBSTITUTIONS**

- A. Order fill rates shall be calculated and tracked for weekly and monthly submission to the Contracting Officer, Contract Specialist and Contracting Officer Representatives. The fill rate shall be calculated as follows and shall not include mis-picks, damaged cases, etc.:

By Line Item: $\text{Accepted Quantity} / \text{Order Quantity} = \text{Line Item Fill Percentage}$

By Order: $\text{Line Items Accepted} / \text{Line Items Ordered with a greater than 50\% Fill} = \text{Order Line Item Fill Percentage}$

Example: 50 cases accepted/120 cases ordered = 42 % line item fill rate
90 lines received (at greater than 50% fill)/100 lines ordered = 90% Fill Rate for that Order

B. Definitions:

1. Accepted Quantity: The product that the customer has received and receipted not including damaged cases, mis-picks, and product substitutions.
2. Ordered Quantity: The product requested by a customer.

- C. Line item fill rates of fifty-percent or less of the order quantity will be treated as a Not-In-Stock (NIS). As our PV, we need to be made aware of the circumstances surrounding the NIS and available options/alternatives to support the needs of our customer. If the customer chooses to have a replacement item delivered, they must place a new order in the STORES system for this item and a delivery will be made within the required delivery schedule.

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

PRIME VENDOR PANAMA

SOW – Deliveries and Performance (continued)

VII. HOLIDAYS

A. All orders are to be delivered on the specified delivery date. However, when a scheduled delivery falls on a holiday, the Prime Vendor shall make delivery arrangements in advance with the customer to prevent disruption of service. Upon request, the Contracting Officer Representative will assist in identifying country specific holidays.

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

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

B. If your firm observes a holiday that is not listed above please list them on the blank lines provided below. The list must include days that are observed for holidays that fall on weekends. For example, if the actual holiday falls on Saturday, indicate if the holiday is observed on the Friday before or the Monday after the holiday.

List any additional holidays that you observe:

C. Upon request, the Contracting Officer Representative will assist in identifying country specific holidays.

PRIME VENDOR PANAMA

SOW – Deliveries and Performance (continued)**VIII. EMERGENCY ORDERS**

- A. The Contractor must be able to receive and process purchase orders on any day of the week to include holidays. Delivery days and times are not restricted and may be every day of the week. The Prime Vendor will provide a minimum of two “emergency” orders (excluding mobilization actions) per month per customer at no additional charge. Emergency orders are those that are required outside normal delivery schedules.
- B. The Prime Vendor is responsible for providing the ordering facilities with the name of the contractor representative responsible for notification of receipt and handling of such emergency service and his/her phone number, e-mail address, and/or pager number.

IX. AUTHORIZED RETURNS

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

PRIME VENDOR PANAMA

SOW – Deliveries and Performance (continued)**X. SHORT SHIPMENTS AND SHIPPING ERRORS**

- A. The receiving official will annotate short shipment(s) on the delivery ticket/invoice(s) that accompany the delivery. The prime vendor's representative (the truck driver, transportation officer, or squad leader), will acknowledge and counter-sign the delivery ticket/invoice.
- B. Any product delivered in error by the Prime Vendor must be picked up on the next delivery day after notification by the ordering facility.

XI. SURGE AND SUSTAINMENT**DLAD 52.217-9006 Surge and Sustainment (S&S) Requirements (Jun 2009) –
ALTERNATE I**

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

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

SOW – Deliveries and Performance (continued)**XI. SURGE AND SUSTAINMENT (continued)**

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

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

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

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

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

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

PRIME VENDOR PANAMA

SOW – Deliveries and Performance (continued)**XI. SURGE AND SUSTAINMENT (continued)**

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

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

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

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

PRIME VENDOR PANAMA

SOW – Deliveries and Performance (continued)**XI. SURGE AND SUSTAINMENT (continued)**

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

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

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

(End of Clause)

PRIME VENDOR PANAMA

SOW – Deliveries and Performance (continued)**XI. SURGE AND SUSTAINMENT (continued)****DLAD 52.217-9007 Surge and Sustainment (S&S) Instructions to Offerors (Jun 2009) – ALTERNATE I**

Offerors shall provide a detailed approach for covering S&S requirements in the Capability Assessment Plan and, if required, a validation/test Plan.

Capability Assessment Plan (CAP)

Offerors shall submit a CAP that describes the method and capability to meet the surge requirements identified in the solicitation. The CAP must also include the supplier's investment plan, stock rotation plan, and all other information in Section **XI. SURGE AND SUSTAINMENT** of the solicitation.

Offeror must complete and print the CAP summary for submittal as part of the proposal or the offer. Additionally, any attachments cited in the CAP must be submitted as part of the offer.

(End of Clause)

PRIME VENDOR PANAMA

SOW – Deliveries and Performance (continued)**XI. SURGE AND SUSTAINMENT (continued)****DLAD 52.217-9008 Surge and Sustainment (S&S) Evaluation (Jun 2009) – ALTERNATE I**

Surge and Sustainment capability is a requirement *in* this solicitation. The S&S evaluation will be based on the Capability Assessment Plan (CAP) and *the quality and extent of the offeror's S&S past performance*. The offeror's proposal may be deemed *unacceptable* for failure to submit the required S&S information in accordance with the solicitation. The Government reserves the right to require additional information if necessary. S&S will be evaluated as follows:

(a). Capability Assessment Plan Evaluation.

The offeror's CAP will be reviewed and assessed for responsiveness, completeness, technical merit, and S&S past performance. The CAP must demonstrate the *offeror's* ability to provide the full S&S quantity and delivery requirements as specified in the solicitation; the technical merits of the proposed solutions to any identified shortfalls in S&S quantity and delivery requirements; and the ability to achieve these without Government investment.

(b). S&S Performance History Evaluation.

The quality and extent of the offeror's previous S&S performance will be considered in the evaluation. In the absence of or in addition to DLA S&S past performance, the CO may consider other relevant performance history where the offeror demonstrated the ability to quickly respond to and sustain higher than normal production rates or faster than normal delivery requirements, or both. *This aspect of the offeror's past performance will not be considered in the evaluation of the past performance evaluation factor in this solicitation.*

(End of Clause)

PRIME VENDOR PANAMA

STATEMENT OF WORK (SOW) (continued)**CONTRACT ADMINISTRATION DATA****I. CONTRACTING AUTHORITY**

- A. 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.
- B. In the event the vendor effects any change at the direction of any person other than the DSCP Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made. The Contracting Officer must authorize any modification or costs associated with a change.
- C. Requests for information on matters related to this contract, such as an explanation of terms or contract interpretation, shall be submitted to the DSCP Contracting Officer.

II. INVOICING

- A. Each delivery will be accompanied by the contractor's delivery ticket/invoice. Three (3) copies (an original plus two) shall accompany the shipment. The customer shall sign all copies of the delivery ticket/invoice, keep one (1) copy and return original copy to the vendor. **Any changes must be made on the face of the invoice; attachments are not acceptable.**
- B. All invoicing for payment is to be filed electronically using EDI transaction set 810 (see attachment). No paper invoices shall be submitted to DFAS for payment. **All invoices submitted by the Prime Vendor must be "clean", i.e. all debits and/or credits must be reflected on the invoice prior to submission.**
- C. **Invoice transactions may be submitted to DSCP daily; however, it cannot be stressed enough that all internal debit/credit transactions must be completed prior to the submission of the invoice.** Invoice lines that do not contain the correct invoice data and/or contain incorrect quantities delivered or prices charged will be rejected. The vendor will be responsible for correction and re-submission.
- D. The same invoice cannot be submitted with different dollar amounts.

PRIME VENDOR PANAMA

SOW – Contract Administration Data (continued)**II. Invoicing (continued)**

- E. Vendors will be required to submit test 810 transactions sets 30 days prior to the first order.
- F. Invoices may not be submitted as “LIVE DATA” until a test transaction set has been cleared.
- G. **For catch weight items, standard rounding methods must be observed, i.e. less than 0.5: rounded down; 0.5 or greater: rounded up. All weights must be rounded to whole pounds using standard rounding methods.** Any line submitted for other than whole numbers will be rejected and require correction and re-submission by the vendor.
- H. Unit prices and extended prices must be formatted not more than two (2) decimal places to the right of the decimal point. STORES will not accommodate positions of 3 and above beyond the decimal point.
- I. The following address must appear in the “Bill To” or “Payment Will Be Made By” block of the contractor’s invoice:
- DFAS – Columbus Center
Attn: DFAS-CO-SEP
PO Box 182317
Columbus, OH 43218
- J. Each invoice shall contain sufficient data for billing purposes. This includes, but is not limited to:
- 1 Contract Number, Call or Delivery Order Number, and Purchase Order Number;
 - 2 DoDAAC;
 - 3 Contract line listed in numeric sequence (also referred to as CLIN order);
 - 4 Item nomenclature
 - 5 LSN or NSN;
 - 6 Quantity purchased per item in DSCP’s unit of issue;
 - 7 Clean invoices must be submitted; and
 - 8 Total dollar value on each invoice (reflecting changes to the shipment, if applicable).
- K. Vendors are required to use the Reconciliation Tool to identify and correct mismatches between invoices submitted and customers posted receipts. It is the responsibility of the Prime Vendor to adjust as necessary and communicate with the customer or DSCP as needed, in order to resolve any/all discrepancies.

PRIME VENDOR PANAMA

SOW – Contract Administration Data (continued)**III. PAYMENTS**

- A. DFAS Columbus Center is the payment office for this acquisition.
- B. Payment of delivery orders will be made in accordance with the terms and conditions of Paragraph (i) of Clause 52.212-4 “Contract Term and Conditions – Commercial items (Mar 2009)”, appearing in the section of this solicitation entitled “Contract Clauses”.
- C. Payment is subject to the terms and conditions of the Prompt Payment Act (31 U.S.C. 3903). All 810 electronic invoices must be submitted with accurate, sufficient, clean data before any payment can be made.
- D. All offerors must have the ability to accept an 820 transaction set from its financial institution. DFAS Columbus will no longer forward a detailed summary of payment(s); this information will only be available from your bank.
- E. STORES Reconciliation Tool: In an effort to improve the payment process, vendors will have availability to view what the customer has or has not receipted, via the STORES Recon Tool website. The PV will have access to “unreconciled” information, i.e. the invoice does not match the receipt because of a quantity or price discrepancy, or because the customer has not posted a receipt. Both invoice information and receipt information will be available for review on the BSM website by the PV. While the vendor will not have the capability to update customer receipt information, update capability will be available for unreconciled invoice information for approximately 30 days. To access the Recon Tool, go to: https://www.stores.dla.mil/recon_tool/.
- F. The Government intends to make payments under the resultant contract by electronic funds transfer (EFT). However, the election as to whether to make payment by check or electronic funds transfer is at the option of the Government.

IV. ADMINISTRATION

- A. The DSCP Prime Vendor Supplier Operations Office will perform administration of the contract and the individual orders that are not related to specific deliveries; i.e., storage, transportation officer program, squad leader program, etc.
- B. A designated representative at the ordering activity will perform administration of the individual customer delivery order. This includes approving product substitutions and delivery changes.
- C. The DSCP Contracting Officer must approve any changes to the contract.

<u>STATEMENT OF WORK (SOW) (continued)</u>

SPECIAL CONTRACT REQUIREMENTS**I. NOTICE TO OFFERORS**

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

II. MANAGEMENT REPORTS

The contractor shall provide the following reports to the Contracting Officer in the frequency indicated. Negative reports are required and the government reserves the right to add additional reports at no additional cost. Each quantity and dollar value provided should be based on the items unit of issue.

The contractor is required to add the following statement to every management report submitted to DSCP:

“I certify that all the information submitted to the Government is complete and accurate to the best of my knowledge. I understand that false statements contained herein, may be punishable by law.”

A. Fill Rate Report: Shall be submitted in non-protected Excel format.

1. Monthly Fill Rate Report – The monthly fill-rate by line item is calculated by dividing the number of cases accepted by the customer by the number of cases ordered. The overall monthly fill rate is calculated by dividing the number of line items by the number of line items with a greater than 50% fill rate by line item. Mispicks and damaged cases should not be included in this calculation, however all items Not-In-Stock, rejected, returned, damaged, mis-picks, etc., should be clearly identified in the report. The report should specify fill rates per customer/dining facility and an overall average for the month.
2. Weekly Fill Rate Report – In addition to the monthly fill rate report, the Prime Vendor will also submit a weekly report reflecting the previous week’s business. Previous week is defined as Sunday through Saturday Required Delivery Date (RDD) orders.

PRIME VENDOR PANAMA

SOW- SPECIAL CONTRACT REQUIREMENTS (continued)**II. Management Reports (continued)**

3. The Monthly and Weekly fill rate reports should specify fill rates grouped by contract/catalog number(s) (if applicable), DODAAC (first six positions of the purchase order) and purchase order number. The date range of the report shall be based on the customer's RDD for the previous week as defined in para 2 above.

The report shall contain all orders for the specified time period, as well as, a worksheet summary roll-up report tab which captures all contract/catalog numbers combined. The summary shall contain the following information:

- a. Overall fill rate based on cases
 - b. Overall non-catch weight fill rate based on cases
 - c. Overall catch weight fill rate based on cases
 - d. Overall catch weight fill rate based on pounds
 - e. Purchase orders shall be grouped by DODAAC. Within each DODAAC sort fill rates by purchase order number
4. Overall discrepancy report shall only include purchase orders that contain less than 100% fill rate and reason code for discrepancy.
 5. The contractor shall submit a separate discrepancy spreadsheet containing a list of Government authorized and verifiable fill rate exceptions using acceptable codes outlined below:

FILL RATE EXCEPTIONS:

- A: STORES Receipt Data Out of Date*
- B: STORES Catalog Problem; PRF Incorrect
- C: STORES Catalog Problem; Catch Weight Item PKG data Incorrect
- D: Monthly Demand exceeds Average Monthly Demand by $\geq 300\%$
- E: Newly Cataloged Item/Insufficient Time for Vendor to Procure*
- F: Low shelf-life item. Frequent restocking required*
- G: Customer Cancelled Item without using STORES
- H: Customer Based Order Quantity on Incorrect Unit of Issue
- I: DSCP Demand Forecast Problem
- J: Special Order Item*
- K: Item Being Phased Out
- L: Customer Ordered Wrong Item
- M: Customer Ordered Incorrect Quantity for catch Weight Items
- Z: Other, Not Listed (note: Need to explain in separate Word Document)

Note: * Not Applicable

An additional Fill Rate exception code is NOT anticipated for Defense Transportation System (DTS) delays where applicable, therefore these delays should be excluded using code "Z".

PRIME VENDOR PANAMA

SOW- SPECIAL CONTRACT REQUIREMENTS (continued)**II. Management Reports (continued)**

- B. Monthly Descending Unit Volume & Dollar Value Report – Product line item sales, sorted by total cost; each quantity and dollar value should be based on the items unit of issue; and each report should contain, at a minimum the DSCP stock number, item description, unit of issue, quantity ordered, distribution fee category, product price, distribution price, unit price and total cost. Dollar amounts will be totaled.
- C. Monthly Product Line Item Rejection Report – Product line items rejected, sorted by item description; each report should contain, at a minimum the purchase order number, line item number, DSCP stock number, item description, unit of issue, number of units rejected and dollar value of units rejected. The monthly report must contain a summary sheet that identifies the quantity and value of items shipped, received, and rejected by product category; i.e., prime vendor, government furnished material, local market ready or fresh fruits and vegetables. Dollar amounts should be subtotaled by product category and totaled overall.
- D. Monthly Small Business Subcontracting Report -
1. List products manufactured and/or supplied by small business, small disadvantaged businesses, women-owned small businesses, Veteran Owned Small Business, Service Disabled Veteran Owned Small Business, Hub Zones, and National Institute for the Blind/National Institute for the Severely Handicapped (NIB/NISH)/AbilityOne. This should be sorted by manufacturer/supplier and include quantity and dollar value. Note: This report is for direct subcontracts for products supplied to customers. This report is not to include indirect costs. NOTE: the SBA must certify SDB and HUB Zone businesses.
 2. A summary page of the report shall also be submitted which highlights the total dollars and percentages for each category. This information is very important since DSCP is required to report its success in meeting these goals to the Defense Logistics Agency (DLA). Also requested, but not required since DLA does not mandate that these goals be reported, is a listing of products supplied and/or manufactured by UNICOR, Service Disabled Veteran Own Businesses (SDVOB), Labor Surplus Areas, Historically Black Colleges or Universities and Minority Institutions.

PRIME VENDOR PANAMA

SOW – Special Contract Requirements (continued)**II. Management Reports (continued)**

- E. Monthly 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.
- F. Monthly Rebate Reports –
1. General Rebates - The contractor shall provide a monthly report identifying any and all discounts, rebates, allowances or other similar economic incentives or benefits given to any other customer, and the amount passed on to the Government. The contractor must indicate the type of discounts, rebates, allowances or other similar economic incentives or benefits given to any other customer, whether they are being passed on to the Government customers consistent with its business proposal, whether they are of limited or special duration, and the amount that has been passed on to the Government, in the form of an upfront price reduction.
 2. NAPA Report - This report should summarize the savings passed along to the customers in the form of deviated allowances realized as a result of utilizing the NAPA's. List each customer, the NAPA amount, the manufacturer/broker name, and quantity ordered. NAPA figures should be listed per customer, per contract and per manufacturer.
 3. Food Show Rebates Report- This report should show a detailed break out of all savings received at your Food Show. This report is not a monthly requirement, but is based on the timing of your Food Show. List each customer, the Food Show amount, the manufacturer/broker name, and quantity ordered. Food Show Rebates should be listed per customer, per contract, and per manufacturer. The total should be per customer and per contract.
- G. Monthly Cancellation Report – Order cancellations sorted by order date; each line to contain at a minimum: Purchase order number, Catalog number; DODAAC, Order Date, Ship Date, Originally scheduled delivery date, Order dollar value, Call number, Item Count, and Reason for Cancellation.

PRIME VENDOR PANAMA

SOW – Special Contract Requirements (continued)**II. Management Reports (continued)**

- H. Monthly Asset Visibility Report- Product line item demand quantities, assets on-hand, at port, in the pipeline and on order. The vendor needs to be able to present real time asset visibility of their entire inventory. At a minimum the vendor will be required to submit this report once a month, but there may be instances when the vendor will be required to submit this report on a weekly or daily basis. Government Furnished Material (GFM) must be reported separate from non-GFM per OCONUS warehouse and support region.
- I. Monthly Slow Moving Item Report - The report should list underperforming (items not meeting monthly 10 case order minimum) or inactive items by NSN, name, customer ordering the item, quantity on-hand and remaining shelf life. This report must also include all items with 30, 60, and 90 days of remaining shelf life.
- J. Monthly Vendor Catalog Report – (to be submitted with each catalog update) – Sorted by Item Description; each line to contain at a minimum: DSCP stock number, item description, product price, normal distribution price, unit price, premium distribution price, purchase ratio factor numerator, unit of issue, item category, item category unit of measure, and the area supported.
- K. Upon occurrence - Conviction Report – Contractor shall perform continual reviews throughout the contract period to ensure that no employee, who has been convicted in the United States court of a crime committed against a host country national, may work in performance of the contract. If found, employee will be immediately removed from working on the contract and replaced with a suitable employee based upon the contractors hiring procedures at no disruption in contract performance. Negative reports are required on a quarterly basis on the 1st day of each quarter.

III. CATALOG ORDER GUIDE

The contractor shall provide a catalog order guide, with descriptions and pack sizes, to each of the customers serviced under this contract. At a minimum, the order guide should list the DSCP Stock Number, DSCP Unit of Issue, the contractor's part number, and the brand of each item.

PRIME VENDOR PANAMA

FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JUN 2008)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

PRIME VENDOR PANAMA

FAR 52.212-1 (Continued)

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

PRIME VENDOR PANAMA

FAR 52.212-1 (Continued)

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

PRIME VENDOR PANAMA

FAR 52.212-1 (Continued)

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section

Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925)

Facsimile (202 619-8978).

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites--

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch/>)

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

PRIME VENDOR PANAMA

FAR 52.212-1 (Continued)

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4 Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697/2197, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *Central Contractor Registration.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency’s evaluation of the significant weak or deficient factors in the debriefed offeror’s offer.

FAR 52.212-1 (Continued)

- (2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

PRIME VENDOR PANAMA

ADDENDUM TO 52.212-1**1. Submission of offers (Paragraph b).**

See Standard Form 1449 (Continuation Sheet) for any specific instructions on how to submit your offer if mailed or hand carried.

Faxed offers are NOT authorized for this solicitation.

2. Period for Acceptance of Offers (Paragraph c).

Period of acceptance is 240 days from the date specified for receipt of offers (initial or revised, whichever is later).

3. Multiple Offers (Paragraph e).

Alternative commercial items may not be considered for award on this acquisition; however, but may be utilized for market research on future requirements.

4. Late submissions, modifications, revisions, and withdrawals of offers (Paragraph f).

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:

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.

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.

If 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 prior 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

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.

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

Addendum to FAR 52.212-1 (continued)**5. Contract Award (Paragraph g).**

If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

**6. 52.217-9007 Surge and Sustainment (S&S) Instructions to Offerors (Jun 2009) –
ALTERNATE I**

Offerors shall provide a detailed approach for covering S&S requirements in the Capability Assessment Plan and, if required, a validation/test Plan.

Capability Assessment Plan (CAP)

Offerors shall submit a CAP that describes the method and capability to meet the surge requirements identified in the solicitation. The CAP must also include the supplier's investment plan, stock rotation plan, and all other information in Section XI. SURGE AND SUSTAINMENT of the solicitation.

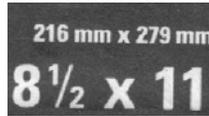
Offeror must complete and print the CAP summary for submittal as part of the proposal or the offer. Additionally, any attachments cited in the CAP must be submitted as part of the offer.

(End of Clause)

PRIME VENDOR PANAMA

Addendum to FAR 52.212-1 (continued)**7. Proposal Preparation**

- (i) All information is to be submitted in writing. All written offerors need to be submitted on 8.5in x 11in Standard Paper. See Below:



Structured plant site visits will not be utilized for the purpose of evaluation this solicitation. However, the government reserves the right to send a team of personnel to any proposed vendor facility in order to confirm information contained within an offeror's submission. The government may also require that an offeror submit EDI transmissions in order to confirm their ability to do so. In the case of a discrepancy between information provided by the vendor, and discovered by a team or live test, the government's information will be given precedence for evaluation purposes. The technical and business proposal/pricing are required to be submitted in writing and must be prepared separately in the quantities

shown below. These documents shall be separately bound and shall not be combined. Proposals that do not provide the required information in the prescribed format may be excluded from further consideration.

<u>WRITTEN VOLUME</u>	<u>VOLUME TITLE</u>	<u>NO. OF COPIES</u>
I	Technical Proposal	6
II	Business Proposal/Pricing	2
*	Socio Economic	2
**	Surge and Sustainment	2

<u>Electronic Copy</u>	<u>TITLE</u>	<u>NO. OF COPIES</u>
I	Technical Proposal	2
II	Business Proposal/Pricing	2
III	Schedule of Items	2

(ii) Evaluations for each volume of the proposal will be performed exclusive of one another. Therefore, the Technical Proposal shall contain no reference to pricing data contained in the Business Proposal/Pricing. Conversely, the Business Proposal should not address information requested under an element listed as a technical factor. Pricing information shall only be contained in Volume II. Socio Economic * listed above should contain just Socio-Economic Information. The Socio- Economic information still needs to be included in Volume I of the Technical Proposal. Surge and Sustainment** listed above should contain just the Surge and Sustainment information. The Surge and Sustainment information still needs to be included in Volume I of the Technical Proposal. Each volume shall be put in binders separately and labeled appropriately.

PRIME VENDOR PANAMA

Addendum to FAR 52.212-1 (continued)**7. Proposal Preparation (continued)**

(iii) All offerors must submit invoicing in binders as follows:

- i. Binder #1 Invoices For Items (1 – 175)
- ii. Binder #2 Invoices For Items (176 – 350)
- iii. Binder #3 Invoices For Items (351 – 507)

(iv) Unless otherwise stated, the technical proposal, business proposal and other required documents must all be submitted by the date and time specified for the receipt of proposals or as amended, if applicable.

(v) A SIGNED and COMPLETED SOLICITATION must accompany the technical and business proposal in its entirety, as well as a signed copy of any amendments issued, if applicable. Make sure all fill-ins and clauses that require a response are completed (see pages: 1, 3, 6, and 145 through 193). The solicitation is available on the DSCP web site:
<http://www.dscp.dla.mil/subs/pv/regions/oconus.asp>

(vi) 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.

(vii) The Government reserves the right to verify any information presented in the Technical and Business Proposals. Site visits to assess the accuracy of the information provided in an offeror's proposal may be conducted during the evaluation process.

(viii) The written 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 herein 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.

In order to receive full consideration, firms are encouraged to ensure that the information provided in the Technical Proposal is factual and complete. To ensure that an accurate evaluation of the proposal is made, **please address the factors in the order in which they appear in the solicitation.** Failure to do so may result in the Technical Evaluation Panel overlooking important information.

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.

PRIME VENDOR PANAMA

Addendum to FAR 52.212-1 (continued)**7. Proposal Preparation (continued)**

Firms should prepare proposals and address elements in the same order as presented in the solicitation 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.

To be considered acceptable, the technical proposal must provide, at a minimum, the information requested in the section entitled Submission Requirement – Technical Proposal – Volume I.

All plans submitted as part of the offeror's Technical Proposal are to be followed during contract performance. The Government will incorporate the offeror's Technical

Proposal, Implementation and General Business Plans that meet and/ or exceed solicitation requirements into the resultant contract.

(ix) In the Business Proposal, the offeror is required to furnish limited pricing information as outlined in the solicitation section entitled Submission Requirement- Business Proposal/Pricing – Volume II. To be acceptable, the firm's pricing must be complete, realistic, and reasonable.

The Business Proposal Schedule of Items product prices are used for evaluation purposes; but, the schedule of items will also become part of the catalog. Final negotiated prices shall become the baseline catalog prices at the start of the contract and shall be reflective of these prices at the time of first order. These prices should not dramatically change (+/- 5%) for orders placed within the first two months of the contract unless documented market conditions arise and are approved by the KO in advance.

Addendum to FAR 52.212-1 (continued)**8. Submission Requirement – Technical Proposal – Volume I****(i) FACTOR I, EXPERIENCE/PAST PERFORMANCE**

For purposes of evaluation only, offerors that are proposing a joint venture, partnership or a teaming approach should provide experience and past performance information on EACH team member of the party or the joint venture or partnership including proportional allocation of performance duties (i.e., when each of these entities acted alone or as members of other teams/joint ventures). However, the most relevant experience and past performance data, and that which will receive the most credit, is the information directly related to the offering entity. You may also provide information related to key subcontractors, parent corporations, or other affiliates that will perform essential functions of the contract.

A. SUB-FACTOR A – EXPERIENCE: SIZE/COMPLEXITY AND KEY PERSONNEL

A. Provide the following information:

1. Provide a brief performance record of your five (5) highest dollar value or most comparable Prime Vendor/Regular dealer contracts for the period from August 1, 2006 through July 31, 2009 (the “selected contracts”), whether they are commercial or Government contracts. Specify which contracts you consider to be the most successful and why. Describe which contracts, if any, you consider to be similar in size and/or complexity to the solicited requirements. Include any problems that you have encountered during the performance of the respective contracts and what steps were taken to resolve the problems, along with their resolutions. Address the following for each of the contracts:

- i. Distribution facility & location
- ii. Contract/Account identifier
- iii. Contracting Officer, if federal Government contract
- iv. Annual Dollar Value;
- v. Length of time that the account has been serviced;
- vi. Fill rate, listed monthly for the 12 months of the contract immediately preceding August 1, 2009, with and without substitutions;
- vii. Number of customer delivery points (stops);
- viii. Average number of delivery stops made per week;
- ix. Number of line items/SKUs on the ordering catalog;
- x. Average number of orders placed per week;
- xi. Average order dollar value;
- xii. Average total number of order line items per week;
- xiii. Points of contact and phone number;
- xiv. Problems/resolutions

PRIME VENDOR PANAMA

Addendum to FAR 52.212-1 (continued)**8. Submission Requirement – Technical Proposal – Volume I (continued)**

2. An organizational/management chart of the firm(s) that will identify key personnel who are responsible for the day-to-day management, and overall success, of the Prime Vendor program. Please do not submit corporate charts, unless the people listed are directly involved in the performance of the proposed contract. Identify the key personnel, or the positions of personnel to be assigned, who will be key to the day to day management, and overall success of the Prime Vendor program. Discuss your key personnel's experience with Prime Vendor and/or Government contracts and/or discuss your key personnel's experience with commercial food accounts.

B. SUB-FACTOR B: PAST PERFORMANCE:

For purposes of evaluation only, offerors that are proposing a joint venture, partnership or a teaming approach should provide experience and past performance information on EACH team member of the party or the joint venture or partnership including proportional allocation of performance duties (i.e., when each of these entities acted alone or as members of other teams/joint ventures). However, the most relevant experience and past performance data, and that which will receive the most credit, is the information directly related to the offering entity. You may also provide information related to key subcontractors, parent corporations, or other affiliates that will perform essential functions of the contract.

A. Discuss the extent of experience and past performance performing deliveries as a contractor, not at a corporate level, but at an individual house level, similar to the proposed contract's requirements for both your firm, and your partner's, if applicable. Provide the following information:

1. Provide a brief performance record of your five (5) highest dollar value or most comparable Prime Vendor/Regular dealer contracts for the period from August 1, 2006 through July 31, 2009 (the "selected contracts"), whether they are commercial or Government contracts. Specify which contracts you consider to be the most successful and why. Describe which contracts, if any, you consider to be similar in size and/or complexity to the solicited requirements. Include any problems that you have encountered during the performance of the respective contracts and what steps were taken to resolve the problems, along with their resolutions. Address the following for each of the contracts:

PRIME VENDOR PANAMA

Addendum to FAR 52.212-1 (continued)**8. Submission Requirement – Technical Proposal – Volume I (continued)**

- xv. Distribution facility & location
- xvi. Contract/Account identifier
- xvii. Contracting Officer, if federal Government contract
- xviii. Annual Dollar Value;
- xix. Length of time that the account has been serviced;
- xx. Fill rate, listed monthly for the 12 months of the contract immediately preceding August 1, 2009, with and without substitutions;
- xxi. Number of customer delivery points (stops);
- xxii. Average number of delivery stops made per week;
- xxiii. Number of line items/SKUs on the ordering catalog;
- xxiv. Average number of orders placed per week;
- xxv. Average order dollar value;
- xxvi. Average total number of order line items per week;
- xxvii. Points of contact and phone number;
- xxviii. Problems/resolutions

C. SUB-FACTOR C: SOCIOECONOMIC CONSIDERATIONS:

If an offeror has had any Government contracts, including, but not limited to any of its top five (5) selected contracts, the offeror must submit information regarding its performance against socioeconomic (i.e., Small Business) and AbilityOne (previously JWOD) Support goals as part of its past performance information. Furnish the following information for all Government contracts:

- i. Contracting Agency
- ii. Contract Number
Contracting Officer and Phone Number
- iii. Total Contract Dollar Value
- iv. Socioeconomic performance, to include *subcontracting goals and actual socioeconomic subcontracting numbers for the 12 months of the contract immediately preceding August 1, 2009;
- v. Ability One performance, to include goals, as a percentage of total contract dollar value, and actual Ability One numbers for the 12 months of the contract immediately preceding August 1, 2009;

*Subcontracting goals, as a percentage of total contract dollar value, that were subcontracted to small, small disadvantaged, women-owned, veteran-owned, service-disabled veteran-owned and HubZone small business concerns.

Note: If an offeror has not had any contracts that contain socioeconomic/AbilityOne (previously JWOD) requirements, the offeror should include a statement to that effect and an explanation why that is the case.

PRIME VENDOR PANAMA

Addendum to FAR 52.212-1 (continued)**8. Submission Requirement – Technical Proposal – Volume I (continued)****D. SUB-FACTOR D: ABILITY ONE SUPPORT:**

If an offeror has had any Government contracts, including, but not limited to any of its top five (5) selected contracts, the offeror must submit information regarding its performance against socioeconomic (i.e., Small Business) and Ability One (previously Javits-Wagner-O'Day) Entity Support goals as part of its past performance information. Furnish the following information for all Government contracts:

- i. Contracting Agency
- ii. Contract Number
Contracting Officer and Phone Number
- iii. Total Contract Dollar Value
- iv. Socioeconomic performance, to include subcontracting goals* and actual socioeconomic subcontracting numbers for the 12 months of the contract immediately preceding August 1, 2009;
- v. Ability One (previously JWOD) performance, to include goals, as a percentage of total contract dollar value, and actual JWOD numbers for the 12 months of the contract immediately preceding August 1, 2009;

Subcontracting goals, as a percentage of total contract dollar value, that were subcontracted to small, small disadvantaged, women-owned, veteran-owned, service-disabled veteran-owned and HubZone small business concerns.

Note: If an offeror has not had any contracts that contain socioeconomic/Ability One (previously JWOD) requirements, the offeror should include a statement to that effect and an explanation why that is the case.

PRIME VENDOR PANAMA

Addendum to FAR 52.212-1 (continued)**8. Submission Requirement – Technical Proposal – Volume I (continued)****(ii) FACTOR II, DISTRIBUTION SYSTEM CAPABILITY****A. SUB-FACTOR A: LOCATION AND CAPACITY**

1. Offeror will identify the location of their OCONUS warehouse(s) and discuss whether they own or lease their facility(ies). If the facility(ies) is leased, provide copies and a detailed account of the nature and duration of any lease arrangement(s).
2. Offeror will discuss in detail any ongoing or proposed construction which will be necessary in support of their platform. Offeror will provide detailed information regarding applicable agreements, contracts, deeds and leases in support of their facility/ies and specific timelines in regards to construction; i.e., groundbreaking through certificate of occupancy. Offeror will clearly address within their proposal whether construction is contingent upon award (to commence upon award announcement) or whether ongoing. If some aspects of construction are ongoing, while others are contingent, this must be clearly differentiated; i.e., groundbreaking will be 01 May 10 irrespective OR groundbreaking will be 01 May 10 IF award is made by 02 Apr 10. Real-time dates should be supplied and milestones already achieved should be highlighted. Photographs and diagrams should be provided and properly labeled.
3. For each OCONUS warehouse location, the offeror must provide total warehouse capacity (ambient, chill and freeze), firm's open warehouse capacity (to include pick slots and reserve slots), and layout, in terms of pallet locations as it relates to the volume of this contract.
4. For each OCONUS warehouse location, the offeror must discuss their available yard space for staging of outbound product and their capability to ship and receive simultaneously (include the number of doors available for shipping and receiving).

PRIME VENDOR PANAMA

Addendum to FAR 52.212-1 (continued)**8. Submission Requirement – Technical Proposal – Volume I (continued)****Panama - Ambient**

Excellent – Greater than 358 pallet spaces.

Good – From 238 to 358 pallet spaces.

Fair – Fewer than 238 pallet spaces.

Poor – No pallet spaces.

Panama - Chill

Excellent – Greater than 30 pallet spaces.

Good – From 20 to 30 pallet spaces.

Fair – Fewer than 20 pallet spaces.

Poor – No pallet spaces.

Panama – Freeze

Excellent – Greater than 255 pallet spaces.

Good – From 170 to 255 pallet spaces.

Fair – Fewer than 170 pallet spaces.

Poor – No pallet spaces.

Panama – FF&V

Excellent – Greater than 48 pallet spaces.

Good – From 32 to 48 pallet spaces.

Fair – Fewer than 32 pallet spaces.

Poor – No pallet spaces.

B. SUB-FACTOR B: RESOURCE AVAILABILITY

1. The offeror must provide a detailed list including quantity, size, type and location of distribution equipment resources (i.e. number and type of trucks, owned/leased, to include material handling equipment (MHE), etc.). The offeror will discuss whether additional equipment/resources will be required to handle the proposed contract. Note: One refrigerated Forty-Foot Equivalent Unit (FEU) truck is determined by a combined tractor head and reefer. One dry FEU truck is determined by a combined tractor head and dry bed.

2. The offeror will discuss their intended method and the lead-time required if they would need to acquire additional equipment.

3. The offeror will provide a detailed plan for maintaining and servicing vehicles and equipment, to include the number and experience of personnel.

PRIME VENDOR PANAMA

Addendum to FAR 52.212-1 (continued)**8. Submission Requirement – Technical Proposal – Volume I (continued)****C. SUB-FACTOR C: QUALITY CONTROL, ASSURANCE AND WAREHOUSE PROCEDURES**

1. Offeror will discuss the quality control procedures to be used under proposed contract. Include in your discussion procedures used during receipt, storage and out bound movement of product. Include a discussion on your inventory control systems and level of automation (include reserve inventory and/or let down control procedures). Include in the discussion the procedures used to control shelf life and proper shelf life dating for normally inventoried items. Discuss the procedures and methods used to ensure the correct open “Date of Pack” is used on case labels. Discuss what procedures will be used to meet the “minimum shelf-life remaining” requirements of the various items.

2. Discuss the inventory rotation methods used by your firm, your monitoring procedures, the methodology followed in identification and correction of discrepancies in inventory management and order preparation. Discuss average time from date of product manufacture to receipt in your OCONUS warehouse location.

3. Identify key personnel responsible for ensuring quality procedures are monitored.

D. SUBFACTOR D: INSPECTION & SANITATION PROCEDURES**D1: INSPECTION & SANITATION PROCEDURES (INSPECTION)**

1. Offeror must discuss the inspection procedures employed to guarantee the movement of quality products. Include the frequency, type, and amount of inspection; product characteristics to be inspected (include standards used to inspect, e.g. temperatures); criteria for approving and rejecting products; criteria for removal of product from inventory; record for documenting inspection results; and the method for identifying the inspection status of approved and rejected product.

2. The offeror will discuss and/or demonstrate related warehouse, temperature, and humidity controls. Offerors shall submit this information for OCONUS locations.

D2 – INSPECTION & SANITATION PROCEDURES (SANITATION)

3. Offeror will describe the Sanitary Control Procedures and Stored Products Pest Management Program used by your firm to ensure that sanitation and warehousing practices are in accordance with acceptable industry standards. Offeror will describe their in-house program, scheduling of duties and inspection procedures. For Contract Services/third party audits include the frequency of service, service provided and monitoring procedures. Offerors will furnish copies of the most recent inspection reports include sanitation audit reports from Veterinary Inspectors (partnership/teaming effort requires report for each individual site).

PRIME VENDOR PANAMA

Addendum to FAR 52.212-1 (continued)**8. Submission Requirement – Technical Proposal – Volume I (continued)****E. SUB-FACTOR E: SUPPLIER SELECTION PROCEDURES**

1. Offeror will discuss your firm's policies, procedures and criteria used for selecting quality suppliers and the processes used by your firm to ensure competition and to purchase products of consistent high quality at the best price with minimal variation on product appearance, grade, yield, taste, texture. Include how potential suppliers are evaluated, what criteria is used, how the results of the evaluation are documented, and if suppliers are evaluated differently. Is the evaluation process formal or informal? Discuss the methods used by your firm to ensure that standardized product quality will be maintained when products are acquired from various suppliers. Note: This information is required to be supplied even if the function is performed at the corporate level.

F. SUB-FACTOR F: FORCE PROTECTION/FOOD DEFENSE (Rated for both CONUS & OCONUS locations)

1. Offeror will discuss their quality control procedures as it relates to ensuring that product entering, holding at and departing their facility is safe for customer consumption. Offerors will discuss how they ensure that cases, bags, etc. are intact and demonstrate no evidence of tampering.

2. Offeror will discuss how they ensure that all incoming truck drivers provide adequate identification upon request, how they ensure that drivers and visitors are properly identified and only have access to appropriate areas. Offeror will discuss how procedures for storing product adequately controls access to eliminate any possibility of product adulteration. Offeror will discuss their procedure regarding security seals. Offeror will discuss their procedure regarding communication devices for drivers.

3. Offeror will discuss the lighting, security camera conditions, fencing and locking devices at their facility. Offerors will discuss their security personnel procedures to include use of check-lists, logs and reports. Offeror will discuss how they ensure that employee background checks are up to date.

4. Offeror will discuss their overall organizational corporate security plan and whether private security firms are required to assess or reduce risk.

PRIME VENDOR PANAMA

Addendum to FAR 52.212-1 (continued)**8. Submission Requirement – Technical Proposal – Volume I (continued)****(iii) FACTOR III, CUSTOMER SUPPORT/PRODUCT AVAILABILITY****A. SUB-FACTOR A: CUSTOMER SERVICE APPROACH****A1 – CUSTOMER SERVICE APPROACH (STRATEGY/FUNCTION AND FOCUS)**

1. Offeror will explain their customer service strategy and explain their customer service function and focus. Does your firm chart your company's customer satisfaction? If so, how? Offeror will explain how their customer service representative(s) will ensure that all the customers' needs are accommodated. Also, indicate the number of visits planned, and what value added services the customer service representative(s) will perform. Discuss the procedures (and authority, if applicable) followed by the customer service representative regarding the identification and correction of discrepancies and resolution of customer complaints at the customers level (i.e. not-in-house quality control).

A2 – CUSTOMER SERVICE APPROACH (SYSTEM)

2. Offeror will describe the system used to track deliveries to ensure that requirements are met and accuracy of orders. Offeror will discuss how deviations from the original order, such as cancellations or quantity changes will be processed. Include time lines in which deviation to order quantity and/or cancellations will be accepted. Offeror will discuss their ability to meet routine and shorter lead time emergency delivery requirements in respect to delivery time frames and if additional charges apply.

B. SUB-FACTOR B: PRODUCT SOURCING

Offeror is expected to be able to provide all of the items in the most current catalog which consists of the "Schedule of Items," see attachments 1 and 2. The inability to furnish all items may affect the offeror's overall rating. Offeror also must discuss how they will ensure that all items supplied will be from an approved source.

PRIME VENDOR PANAMA

Addendum to FAR 52.212-1 (continued)**8. Submission Requirement – Technical Proposal – Volume I (continued)**

For all items in the “schedule of Items” that are an identical match, offeror must so state. If a product priced in the business proposal is not an “identical match” to the item we requested, the product technical description (specification) of the item the firm is offering must be provided. The technical description must contain sufficient detail to determine the product’s salient characteristics for comparison to that solicited in the schedule of items. Offeror shall label the technical description with the item number and its corresponding NSN/LSN, for identification purposes. “Pack size” changes must be identified for customer acceptance and price evaluation purposes only.

C. SUB-FACTOR C: ORDERING SYSTEM

Offeror is required to submit up to five (5) company names, company point of Contacts (name, e-mail address and phone number) that they are currently supporting/ servicing through electronic data interchange. It is a requirement of the solicitation that the Prime Vendor be required to interface with the Government’s established translation package, STORES and support the Electronic Data Interchange transaction sets listed in the solicitation. Any offeror who is not currently supporting customers through EDI, must submit a plan which describes how they intend to become EDI compliant before time of award. The plan submitted should be reasonable and able to be accomplished before contract/award implementation.

PRIME VENDOR PANAMA

Addendum to FAR 52.212-1 (continued)**8. Submission Requirement – Technical Proposal – Volume I (continued)****(iv) FACTOR IV – SURGE AND SUSTAINMENT (Readiness Capability Plan)**

CRITERIA FOR EVALUATION OF FACTOR IV, SURGE AND SUSTAINMENT

THIS FACTOR WILL BE REVIEWED BY A SUBJECT MATTER EXPERT

CONTRACTOR READINESS CAPABILITY PLAN – The offeror must submit a comprehensive readiness plan or contractor capability assessment indicating how the requirements in the Wartime Catalog Solicitation Submission Worksheet will be supported. The contractor must address the amount of increased demands that can be handled for surge (first 15days) and identify the length of time the contractor would require to ramp up. The contractor must indicate the length of time this increased pace could be sustained (at least six months or longer). The readiness capability plan should describe and/or include all aspects of their supply chain management. For example, if normal resupply is 45-60 days, the offeror should state how this time would be decreased by 50% to meet ongoing surge requirements. The offeror must submit evidence of the following capability: (1) agreements with suppliers and service providers to assist in meeting increased surge requirements (2) evidence of ability to utilize additional suppliers or subcontractors, as needed (3) ability to access additional warehouse and distribution operations in and around Panama and in the United States to include labor and transportation (delivery vehicles), (4) ability to transport and store massive amounts of food for a specific period of time, (5) description of logistical technology with regard to asset visibility (6) knowledge of and experience conducting business in Central America including ports, roadways and checkpoints and required documentation (7) identification of problem items in the list of items provided or logistical issues for which surge & sustainment cannot be easily met along with proposed solutions.

This Readiness Plan should also include a plan of action if SPV facility is damaged or otherwise not able to conduct normal operations. The response should include but is not limited to:

- A. How quickly a secondary operations site is up and running and ready for re-routed shipments including adding personnel and delivery vehicles when necessary
- B. What is the estimated time needed to set up operations at the secondary site for office space, personnel, security, storage and inventory?
- C. Backup communications plan to alert SPV and DSCP personnel of the activation of this Emergency Operations Plan. This communications plan should also address how shipments enroute to the SPV facility will be re-routed to the secondary facility.

PRIME VENDOR PANAMA

Addendum to FAR 52.212-1 (continued)

8. Submission Requirement – Technical Proposal – Volume I (continued)

ALL FACTORS FOR THE SOCIOECONOMIC FACTORS (V, VI and VII) WILL BE REVIEWED BY A SUBJECT MATTER EXPERT

(v) FACTOR V – SOCIOECONOMIC CONSIDERATIONS

CRITERIA FOR EVALUATION OF FACTOR V:

- i. Under socioeconomic goals, and subsequent management reports, offerors are to submit figures based on direct subcontracts for items that would be supplied under contract. No direct costs for equipment or services are to be included.
- ii. The offeror shall describe the proposed extent of SB, SDB, VOSB, SDVOSB, and HZSB participation in the performance of the contract at the contractor, subcontractor and product supplier level. In addition, firms shall also state whether they are a LARGE or SMALL or FOREIGN food service distributor. A U.S. small firm is defined as having less than an average of 500 employees and must not be a subsidiary or division of a large company/corporation. The following is the preferred format for the submission of proposed socioeconomic data. Separate subcontracting goals must be submitted for each proposed contract.

	Dollar	Percent
1. Total Contract Price	\$ _____	<u>100%</u>
2. Total to be Subcontracted:	\$ _____	_____
a. To Large Business:	\$ _____	_____
b. To Small Business: (Total Small)	\$ _____	_____
1. SDB	\$ _____	_____
2. WOSB	\$ _____	_____
3. VOSB	\$ _____	_____
4. SDVOSB	\$ _____	_____
5. HZSB	\$ _____	_____
6. OTHER SB	\$ _____	_____

PRIME VENDOR PANAMA

Addendum to FAR 52.212-1 (continued)**8. Submission Requirement – Technical Proposal – Volume I (continued)**

Notes: 1) When calculating figures for socioeconomic goals, the business size of the manufacturer is to be considered, NOT the business size of the broker/agent that may have supplied the product to the distributor. 2) If the offeror is a Small, Small Disadvantaged, Veteran Owned, Small Service Disable Veteran Owned, Small Women Owned Small or HUBZone Small Business, the offeror may NOT include its “cost of doing business” as part of the subcontracting goals proposed for this acquisition. 3) Offerors that are Small Business will receive additional credit under this factor for evaluation purposes. 4) Performance on prior contracts in subcontracting with and assisting Small, Small Disadvantaged, Women Owned Small and HUBZone Small Business will be part of past performance evaluation.

- iii. The offeror shall describe the efforts it will make to ensure that SB, SDB, WOSB, VOSB, SDVOSB, and HZSB concerns will have an equitable opportunity to compete for subcontracts or as product suppliers on this acquisition.
- iv. The offeror shall describe its willingness and any plans it has to develop additional opportunities for SB, SDB, WOSB, VOSB, SDVOSB, and HZSB concerns. The offeror must furthermore identify the employee(s) responsible for ensuring that an equitable opportunity is afforded to the SB, SDB, WOSB, VOSB, SDVOSB, and HZSB firms to compete for contracts or supplier selection.
- v. The offeror must indicate what percentage of its available subcontracting (or supplier utilization) dollars is allocated to small business concerns. Included in this percentage range is an estimated total subcontracting allocation to SB, SDB, WOSB, VOSB, SDVOSB, and HZSB concerns.
- vi. The offeror shall be required to cooperate in studies or surveys in order to allow the Government to determine the extent of subcontracting opportunities identified for this acquisition.
- vii. The offeror is to demonstrate knowledge of, and more preferably a working relationship with local, state, and/or federal organizations whose mission it is to promote Small Business, Small Disadvantaged Business, Woman Owned Small Business, Service Disabled Veteran Owned Small Business, Veteran Owned Small Business, and HUB Zone Small Business.

PRIME VENDOR PANAMA

Addendum to FAR 52.212-1 (continued)**8. Submission Requirement – Technical Proposal – Volume I (continued)**

Note: Large business offerors are required to submit the Small, HUBZone Small, Small Disadvantaged Business, Veteran Owned Small Business, Service Disable Veteran Owned Small Business, and Women Owned Small Business Subcontracting plan information as required by Clause 52.219-9, “Small Business Subcontracting Plan” in addition to the information that is a requirement of this section of the proposal. The subcontracting plan required by the FAR clause can incorporate all costs, direct and indirect, associated with this proposal. If an individual contract Subcontracting Plan is submitted, the plan must contain separate Small, HUBZone Small, Small Disadvantaged, Veteran Owned Small Business, Service Disabled Veteran Owned Small Business and Women Owned Small Business subcontracting percentages and dollar levels for the base year as well as each option year.

(vi) FACTOR VI – ABILITY ONE SUPPORT

CRITERIA FOR EVALUATION OF FACTOR VI:

The offeror must provide the following:

1. A description of the efforts your company will make to assure that Ability One (previously Javits-Wagner-O’Day Act (JWOD)) qualified nonprofit agencies for the blind or other severely disabled will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and proposed range of services, supplies, and any other support that will be provided to you by Ability One (previously JWOD) concerns. Include specific names of such subcontractors, to the extent they are known.
2. Describe any future plans your company has for developing additional subcontracting possibilities for Ability One (previously JWOD) entities, or ways in which these entities could be partnered with other business and agencies in opportunities to diversify revenue production during the contract period.
3. Specify what portion of your proposal, **as a percentage of dollars**, will be subcontracted to Ability One (previously JWOD) entities.
4. Progress reports in reference to your subcontracting efforts with Ability One (previously JWOD) activities will be submitted to the Contracting Officer as part of your monthly socioeconomic report. Provide the name and title of the individual principally responsible for ensuring company support to such entities (generally, this is the individual responsible for subcontracting with Small, Small Disadvantaged, and Women Owned Small business, etc.).

PRIME VENDOR PANAMA

Addendum to FAR 52.212-1 (continued)**8. Submission Requirement – Technical Proposal – Volume I (continued)****(vii) FACTOR VII – DLA MENTORING AGREEMENT (MBA)**

CRITERIA FOR EVALUATION OF FACTOR VII

The DLA MBA Program was designed for prime contractors to provide developmental assistance to small business, small disadvantaged business, and women-owned small business concerns for value-added services and/or products. Prime contractors may also mentor Ability One 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 Javits-Wagner-O'Day Act (Ability One).

- B. DLA MBA's encourage participation and growth opportunities for small, small disadvantaged, women-owned small business concerns or Ability One 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, small disadvantaged or women-owned small business involved. Mentor will be required to submit periodic progress reports on their agreements. An MBA shall include, at a minimum, the following elements:

1. Participants

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

- a) Name, address, and plant location for contract holder and potential SB/SDB/WOSB, HZSB or Ability One participants(s).
- b) Point of Contact, job title, and phone number of all personnel involved in the development and oversight of any agreement from both parties.
- c) The number of people employed by the small business, small disadvantaged business, or women-owned small business concern. If the firm is in the service sector, specify its annual average gross revenue for the last three- (3) fiscal periods.

PRIME VENDOR PANAMA

Addendum to FAR 52.212-1 (continued)**8. Submission Requirement – Technical Proposal – Volume I (continued)****2. Agreement Type**

- a) Describe the type of agreement executed by the contract holder and the small business, small disadvantaged business, women-owned small business or Ability One 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.*
- b) 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.
- c) 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.

3. Measurements and Reports

- a) Provide milestones for program implementation.
- b) 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:
 - i. An increase in the dollar value of subcontracts awarded to SB/SDB/WOSB and Ability One workshops under DLA contracts.
 - ii. An improvement in the level of participation in DoD, other federal agencies and commercial contracting opportunities.
- c) Mentors will be required to submit periodic progress reports on their agreements.
- d) Copies of signed MBA's that are currently in place (and will apply to proposed contract) are required to be submitted.

Addendum to FAR 52.212-1 (continued)**8. Submission Requirement – Business Proposal/Pricing – Volume II**

Factor 1 – Aggregate Distribution Price

Factor 2 – Weighted Aggregate Product Pricing

To address the above Price Factors, the offeror is required to submit the following information. Elements (i), (ii), and (iii) below must be in writing using attachments 1 and 2 (on CD and a paper copy). Two electronic copies of each CD must be submitted. Elements (iv) and (v) must be in writing using a Microsoft word format.

Note: Please use an Anti-Virus utility to ensure that your CD is virus free before submitting.

- (i). Category/Distribution Prices (attachment 1)**
- (ii). Item/Product Prices (attachment 2)**
- (iii). Item/Unit Prices (attachment 2)**
- (iv). Option Prices (attachment 1)**
- (v). Discounts, rebates, allowances or other similar economic incentives or benefits given to any other customer**

(i) Category/Distribution Price

- A. The categories to be used on this solicitation are listed on attachment 1. Offerors shall input their distribution prices on attachment 1 per the unit of measure stated as well as their distribution prices for the option periods as a percentage increase or decrease from the previous base or option price. No substitutions, deletions, or additions to the categories or stated units of measure are authorized. The distribution price for each category must be offered as a dollar amount. Distribution prices offered as a percentage of the product price are not acceptable.
- B. The category/distribution prices shall remain constant for the complete base term of the contract; however, offerors may offer different prices for each option year. The category distribution prices shall remain constant for the life of any awarded option.
- C. The pricing scheme utilizes all item categories 1 through 14; the normal distribution price in categories 1 through 14. The normal distribution price will be the catalog distribution price at time of award.

PRIME VENDOR PANAMA

Addendum to FAR 52.212-1 (continued)**8. Submission Requirement – Business Proposal/Pricing – Volume II (continued)****(ii) Item/Product Price**

- A. The schedule of items, attachment 2, represents 99% of the items that are currently cataloged for customers supported under this solicitation. The category for each item has been pre-designated as indicated on the attachment. No changes may be made to an items designated category. The estimated base period (18 months) quantities for the items selected are indicated next to each item and are for information and evaluation purposes only.

A Microsoft Spreadsheet on CD will be the only way used to evaluate the submitted Schedule of Items. Two electronic copies of the offeror's schedule of items must be submitted.

- B. Attachment 2 is designed to automatically capture the item distribution prices based on the category distribution prices inserted by the offeror on attachment 1. The offeror shall fill in the following information on attachment 2.

(1) Product Price exactly as shown on the manufacturer or grower quote or invoice (For example: Quote indicates FOB origin price \$100.00 per case of 50 lb, enter \$100.00).

(2) Gross Product Weight exactly as shown on the manufacturer or grower quote or invoice specified to two decimal places (For example: Quote indicates gross weight as 25 lbs per case, enter 25.00).

(3) Conversion Factor to Government Unit of Issue (UOI) The conversion factors to equalize the vendor's offer to the Gov't UOI. For example, if the Gov't UOI is LB and the vendor is providing a per pound price, the conversion factor would be set to one (1). However, when the vendor's offer is based on a case (CS), and the Gov't UOI is can (CN), and there are 6 cans per case, the conversion factor would be set to six (6).

PRIME VENDOR PANAMA

Addendum to FAR 52.212-1 (continued)**8. Submission Requirement – Business Proposal/Pricing – Volume II (continued)****(ii) Item/Product Price (continued)**

(4) Lower Distribution price based on National Pricing agreements, when applicable Per Pound. When a specific item priced based on Nation Pricing Agreements is offered and a lower distribution price applies to that item, enter it in this field by pound for certain items.

(5) Product Price Based on Invoice or Quote. When offered price is based on an Invoice, indicate “I”, when offered price is based on a quote indicate “Q”.

(6) “Is the offered product a U.S. Domestic product?” Indicate “Yes” or “No”

(7) “Is there a Spec / Unit match for the product being offered? Indicate “Yes” or “No”

(8) If “No” to (7) above, explain the difference in brand and/or pack size between the item description and the product offered.

(iii) Item/Unit Price

A. Award prices will represent a fixed price for all items for a minimum of the “Ordering Month” as defined in Economic Price Adjustment Clause found in clause section on page 22 . After each Ordering Month the prime vendor may be permitted to change the product price of non Manufacturer Pricing Agreements (MPAs) items as offered in the schedule of items and in accordance with the Economic Price Adjustment clause, as specified in this solicitation. Product prices for MPA items may also change as necessary in accordance with the MPA language specified in this solicitation.

B. Information and formulas provided on the schedule of items are locked and may not be altered. Offerors must insert their distribution prices on attachment 1 and product prices on attachment 2. Offerors must fill out all cells highlighted in green on attachments 1 and 2. Prices must not extend more than two (2) places to the right of the decimal point. Standard rounding methods should be observed. Unit prices will be automatically calculated by the spreadsheet formula.

PRIME VENDOR PANAMA

Addendum to FAR 52.212-1 (continued)**8. Submission Requirement – Business Proposal/Pricing – Volume II (continued)****(iii) Item/Unit Price (continued)**

C. DO NOT deduct Food Show allowances from the product price on your price proposal.

D. NAPA Discounts shall be deducted from the product price on your price proposal. However, the discount must be stated on the manufacturer's quote or invoice.

E. To insure an objective price evaluation, the pricing of all offerors are to be based on the exact items listed in the "Schedule of Items." When offerors qualify the salient characteristics of an item or items in the "Schedule of Items" and/or when the Government detects (through a relative pricing review and or a review of supporting invoices or quotes) that the pricing proposed is on an item which differs from the "Schedule of Items" then the Government reserves the right to employ remedies such as:

a. Where an insignificant number of items differ from the "Schedule of Items" descriptions, those items will be eliminated from the evaluation of all offerors;

b. Single serve items with small quantity differences may be evaluated without adjustment, as any additional quantity provides no additional value; and

c. Larger, generally case size items, with quantity differences may be evaluated on a per pound or similar basis.

d. IF discussions are held, and after those discussions transpire, a significant number of items still differ from the "Schedule of Items" descriptions then the offeror may be eliminated from the competitive range. Whatever remedy is selected by the Government shall apply to the base period and all option periods in the acquisition.

F. All offered product prices must be substantiated with a copy of the manufacturer or grower's quote or invoice for each item in the Schedule of Items (attachment 2). Any quote or invoice that contains more than one item, must be copied so that one invoice is submitted for each item in the Schedule of Items. The quotes or invoices must be submitted sequentially to match the items listed in the schedule.

At the time of the initial submission of the proposal, the offeror shall provide a set of product technical descriptions [specifications], for any items being offered which are not an identical match to those items listed in the schedule.

PRIME VENDOR PANAMA

Addendum to FAR 52.212-1 (continued)**8. Submission Requirement – Business Proposal/Pricing – Volume II (continued)****(iii) Item/Unit Price (continued)**

Quotes should be dated no earlier than forty-five (45) days prior to the date specified for receipt of offers (initial or revised, whichever is later). See attachment 7 for Sample Quote/Invoice. Each quote must be presented in the following manner:

- i. Detailed on original manufacturer or grower company letterhead
- ii. Date price quote was supplied
- iii. Time period price quote is effective
- iv. Item description/part number/stock number
- v. Quantity covered by price quote
- vi. Item price per unit of measure
- vii. NAPA discount amount, if applicable (**Net of NAPA pricing is required**)
- viii. **FOB terms (FOB Origin terms are required)**
- ix. **Manufacturer or grower point of contact, including name, title, address and phone number**
- x. **Payment Terms (Early payment discount no more than 2% / Early payment required within 10 days to obtain discount) *If no payment terms apply*, indicate on the quote or invoice “No Payment Terms” or “N/A” if a field exists for terms.**
- xi. **Gross Product Weight in pounds per unit of measure**

Notes:

1. The quantity covered by the price quote should be the realistic product price for the anticipated individual purchase order quantity that would be placed by the offeror for supplies, NOT for the estimated total quantity over the contract period. Unless the quote certifies that prices will remain fixed for an extended period of the contract (e.g. 6 months), the quote shall be for a delivered quantity which is in line with the offeror’s ordering methods. If the quote is for the entire estimated quantity and the offeror certifies the price will remain fixed for the quote’s specified period, the line item price shall not be increased under the Economic Price Adjustment clause during such period of the contract.

PRIME VENDOR PANAMA

Addendum to FAR 52.212-1 (continued)**8. Submission Requirement – Business Proposal/Pricing – Volume II (continued)****(iii) Item/Unit Price (continued)**

2. The invoice or quote for each proposed item shall include the solicitation line item number and be collated in sequential numerical order. All invoices/quotes shall identify the delivered price by Unit of Measure and shall also identify the Gross Product Weight by Unit of Measure. Two separate copies (preferably in folder or booklet form) of the invoices/quotes are to be included with your offer.

Invoices should reflect prices effective no earlier than forty-five (45) days prior to the date specified for receipt of offers (initial or revised, whichever is later). If invoices are not available for that time period, a quote should be obtained and submitted.

The Government has a strong preference for prices within the timelines indicated above over earlier dates. For evaluation purposes, the offeror is required to submit pricing for the Schedule of Items that will meet the Government's minimum requirement, except for brand name items, which must be priced according to the exact brand name product.

(iv) Option Price

A. There are two (2) twelve (12) month options and one (1) final 18-month option in this solicitation. One copy of the form below must be completed and submitted in the Business Proposal.

B. If an offeror does not submit option term prices for the distribution portion of the price, the offeror's proposal may be rejected. Option term price increases or decreases are to be expressed as a percentage increase or decrease from the base/previous option period. Option term price increases or decreases must be specified for normal distribution prices. The firm may also elect to offer no change in the distribution prices over the life of the contract.

PRIME VENDOR PANAMA

Addendum to FAR 52.212-1 (continued)**8. Submission Requirement – Business Proposal/Pricing – Volume II (continued)****(iv) Option Price (continued)**

C. Offeror may choose not to increase their distribution price for one or more of the option years. In this case, annotate 0.0% in the option year block as applicable. If option pricing is not annotated below, the proposal will be evaluated as having “no change” to the distribution pricing for the three (3) options in this solicitation.

D. Offerors who elect to increase or decrease their distribution prices for option years must submit the pricing in the form of a percentage rate of change over the prior year distribution prices. The offeror must limit any changes to their distribution prices by this percentage. The percent change per year will apply to all categories. Also, please note that it is possible, and may be desirable, to offer a lower percentage for successive years, due to the experience factor gained in dealing with the region and business.

E. The normal distribution prices for the option periods are calculated as a percentage increase or decrease from the previous normal distribution prices. Offerors shall indicate the percent increase or decrease over the previous base or option period price for each option period. See below examples of a 2% increase and a 2% decrease for each option period.

Percentage Increase Example for Category 1:

Base Period (18 months) Distribution Price - \$1.00/lb.
Option Period One (12 months): $\$1.00 + 2\% = \1.02
Option Period Two (12 months): $\$1.02 + 2\% = \1.04
Option Period Three (18 months): $\$1.04 + 2\% = \1.06

Percentage Decrease Example for Category 1:

Base Period (18 Months) Distribution Price - \$1.00/lb.
Option Period One (12 months): $\$1.00 - 2\% = \0.98
Option Period Two (12 months): $\$0.98 - 2\% = \0.96
Option Period Three (18 months): $\$0.96 - 2\% = \0.94

PRIME VENDOR PANAMA

Addendum to FAR 52.212-1 (continued)

8. Submission Requirement –Business Proposal/Pricing – Volume II (continued)

(iv) Option Price (continued)

Please fill out the below based on the proposed Option Period Distribution Percentage Increase or Decrease:

Normal Category Distribution Price: (Note the percent specified shall apply to all normal categories per option period).

Option Period One (12 Months) ____% Increase or Decrease (Please Circle One)

Option Period Two (12 Months) ____% Increase or Decrease (Please Circle One)

Option Period Three (18 Months) ____% Increase or Decrease (Please Circle One)

Note: Attachments 1 and 2 are designed to automatically calculate the total dollar values for the normal distribution price for the base and option periods. Quantities are adjusted to reflect the appropriate option term length. The offeror is required to insert the above option percentages on attachment 2.

PRIME VENDOR PANAMA

Addendum to FAR 52.212-1 (continued)**8 Submission Requirement – Business Proposal/Pricing – Volume II (continued)****(v) Discounts, Rebates, Allowances or Other Similar Economic Incentives or Benefits**

The contractor shall identify all discounts, rebates, allowances or other similar economic incentives or benefits given to any other customer. In addition, the contractor must identify those types of discounts, rebates, allowances or other similar economic incentives or benefits given to any other customer that it shall pass on to the Government and those types of discounts, rebates, allowances or other similar economic incentives or benefits given to any other customer that will be retained by the contractor. These discounts, rebates, allowances or other similar economic incentives or benefits shall be reported monthly as identified in the special contract requirements/management reports section of the statement of work.

THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ALL ASPECTS OF AN OFFEROR'S PRICE PROPOSAL.

PRIME VENDOR PANAMA

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

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

SEE ADDENDUM _____

(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. Evaluation of options shall not obligate the Government to exercise the option(s).

(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.

PRIME VENDOR PANAMA

ADDENDUM TO FAR 52.212-2

1. Paragraph (a) is hereby expanded to read as follows:

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other non-price factors considered. The following technical and price factors shall be used to evaluate offers:

TECHNICAL PROPOSAL (NON-PRICE FACTORS)

I EXPERIENCE/PAST PERFORMANCE

(Subfactors A and B are of equal importance to each other and Subfactors C and D are of equal importance to each other. Subfactors A and B are more important than Subfactors C and D.)

- A. Experience: Size/Complexity and Key Personnel
- B. Past Performance
- C. Socioeconomic Considerations
- D. Ability One (previously JWOD) Support

II DISTRIBUTION SYSTEM/QUALITY ASSURANCE

(Sub factors are of equal importance)

- A. Location and Capacity
- B. Resource Availability
- C. Quality Control, Assurance & Warehouse Procedures
- D. Inspection & Sanitation Procedures
- E. Supplier Selection Procedures
- F. Force Protection/Food Defense

III CUSTOMER SUPPORT/PRODUCT AVAILABILITY

(Sub factors are of equal importance)

- A. Customer Service Approach
- B. Product Sourcing
- C. Ordering System

IV SURGE AND SUSTAINMENT (Readiness Capability Plan)

V SOCIOECONOMIC CONSIDERATIONS

VI ABILITY ONE SUPPORT

VII DLA MENTORING BUSINESS AGREEMENTS (MBA) PROGRAM

PRIME VENDOR PANAMA

Addendum to FAR 52.212-2 (continued)**BUSINESS PROPOSAL/PRICING (PRICE FACTORS)**

- I. Aggregate Distribution Price
- II. Weighted Aggregate Product Price

When combined technical factors I thru VII are more important than price factors. Technical Factors I and II are of equal importance and are more important than the remaining technical factors. Technical Factor III is more important than Technical Factors IV, V, VI and VII. Technical Factor IV is more important than Technical Factors V, VI and VII. Technical Factors V, VI and VII (socioeconomic factors) are of equal importance and will be rated on a comparative basis among offerors. For Factor I, sub-factors A and B are of equal importance to each other, and sub-factors C and D are of equal importance to each other; however, sub-factors A and B are more important than factors C and D. The sub-factors listed under Factor II are of equal importance to each other. The sub-factors listed under III are of equal importance to each other.

Price factors are listed in descending order of importance. Because this procurement will use the trade off process as outlined in FAR 15.101-1, the Government may accept other than the lowest priced proposal as the overall best value. The Government will make a risk assessment based on information contained in the proposal and other information, which has or may be derived from sources other than the proposal. Risk to the Government will be considered in the rating for any factors and/or sub-factors.

PRIME VENDOR PANAMA

Addendum to FAR 52.212-2 (continued)**Business Proposal/Pricing (Price Factors) (PRICE FACTORS) (continued)**

2. Add paragraph (d) as follows:

(d) Source Selection and Evaluation Procedures:

Summary: Subsequent to the date specified in the solicitation for receipt of proposals, all timely proposals will undergo a technical and price evaluation as described below. 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 price evaluations. Finally, a proposal will be selected for award by the SSA, as described below.

Evaluation Process: Evaluations for each volume of the proposal will be performed exclusive of one another. Factors I through VII are considered technical factors and will be evaluated in accordance with the Technical Evaluation Process outlined below. Price will be evaluated in accordance with the Price Evaluation Process outlined below

Technical Evaluation Process – Offerors are required to present all of their information in writing, as prescribed in the section of this solicitation entitled Submission Requirements. Proposals so technically deficient as to make them technically unacceptable will be rejected as unacceptable, regardless of the 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.

PRIME VENDOR PANAMA**Addendum to FAR 52.212-2 (continued)****Factor I – Experience/Past Performance**

When evaluating Experience and Past Performance, the offeror's written proposal relevant Government (in-house) records, and the information provided by the points of contact or references designated by the offeror will be taken into account. Government (in-house) records will be considered more reliable than information derived from other sources. This assessment will also be performed for any partner that will perform in support of the proposed contract.

The Government will perform an integrated assessment of the offeror's individual house experience and past performance. This assessment will also be performed for any partner(s) or joint venture(s) that will perform in support of the proposed contract.

The subfactors A and B for Experience/Past Performance are of equal importance to each other and of greater importance than subfactors C and D, which are of equal importance to each other.

A. Experience:

Element 1 – Size and Complexity – The Government will evaluate the offeror's experience in fulfilling requirements of similar size and complexity for customers in a prime vendor/regular dealer capacity on an individual contract basis only for its top five (5) selected contracts, including Government contracts, if any.

Element 2 – Key Personnel – The offeror's identification of key personnel, and their relevant individual experience, will be examined in order to determine the anticipated success of the firm in providing service to its customers.

Within the Experience subfactor, element 1 (Size and Complexity) is of greater importance than element 2 (Key Personnel).

B. Past Performance:

Contract Performance/Customer Satisfaction – The Government will evaluate the offeror's record of performance with both commercial and Government contracts (if any) for its top five (5) selected contracts. The Government will determine whether the firm has a successful history of: conformance to contractual requirements or business agreements, providing consistently high fill rates; a commitment to customer satisfaction; and timely delivery of quality products.

PRIME VENDOR PANAMA**Addendum to FAR 52.212-2 (continued)****C. Socioeconomic Past Performance:**

If an offeror has performed on Government contracts that are subject to prior socioeconomic goals (including any such contracts are within the offeror's top five (5) selected contracts and any other Government contracts), they will be evaluated on their adherence to the requirements of these various socioeconomic considerations of past and current contracts. This aspect of the Government's evaluation is limited to socioeconomic matters only and other aspects of past performance are evaluated as described in the previous paragraph.

D. AbilityOne (formerly JWOD):

If an offeror has performed on Government contracts that are subject to prior AbilityOne (formerly JWOD) requirements (including any such contracts are within the offeror's top five (5) selected contracts and any other Government contracts), they will be evaluated on their adherence to the requirements of the AbilityOne or Javits-Wagner-O'Day Act Entity Support of past and current contracts. This aspect of the Government's evaluation is limited to socioeconomic matters only and other aspects of past performance are evaluated as described in the previous paragraph.

Offerors that do not have records of past performance, socioeconomic past performance, and/or AbilityOne (formerly JWOD) past performance will receive a "Neutral" rating. This evaluation will also be performed for any partner involved in the proposed contract. Government (in-house) records will also be used for this evaluation, if applicable, and will be considered more reliable than information derived from other sources.

Factor II. Distribution-System Capability/Quality Assurance

Sub factors are of equal importance.

A. Location and Capacity:

The offerors physical facilities, including whether they are owned or leased, open capacity, layout and available yard space will be evaluated to determine its sufficiency to meet the requirements of this solicitation. Adequate existing facilities will generally be rated more favorably than those under construction.

PRIME VENDOR PANAMA**Addendum to FAR 52.212-2 (continued)****B. Resource Availability:**

The Government will evaluate the offeror's quantity, size, type, location of distribution equipment resources (i.e. number and type of trucks, owned/leased, etc.) available to successfully meet the requirements of this solicitation. Personnel resources for proper maintenance of distribution equipment will be assessed. Adequate existing equipment and personnel will generally be rated more favorably.

C. Quality Control, Assurance and Warehouse Procedures:

The offeror's quality control and warehouse procedures will be evaluated to determine if the quality requirements of this solicitation will be met. Product movement procedures, inventory control systems, level of automation, reserve inventory and/or let down control procedures, inventory rotation methods, quality assurance personnel, open date of pack marking procedures and shelf life procedures will be assessed. Sophisticated levels of automation and highly computerized systems will generally be rated more favorably.

D. Inspection & Sanitation Procedures

The Government will evaluate the offeror's inspection program; warehouse temperature and humidity controls; sanitary control procedures and stored products pest management program. Sophisticated levels of automation, detailed and systemic programs will generally be rated more favorably.

E. Supplier Selection Procedures

The Government will evaluate the offeror's supplier selection program. This evaluation will be conducted to determine the effectiveness of the program to promote competition and provide continued supply of quality products at the best price with minimal variation to meet the requirements of this solicitation. Programs that ensure quality, consistency, and best pricing will generally be rated more favorably.

F. Force Protection/Food Defense:

The Government will evaluate the offeror's security plan to meet the requirements of this solicitation. Operationally proven security plans will generally be rated more favorably.

Addendum to FAR 52.212-2 (continued)**Factor III - Customer Support/Product Availability**

Sub factors are of equal importance.

A. Customer Service Approach:

The offeror's customer service program and strategy to include benchmarks, value added services, complaint resolutions, number of visits, performance incentives and authority levels will be evaluated to determine its commitment to customer satisfaction. The offeror's system used to track deliveries and accuracy of orders, manage order deviations and cancellations will also be evaluated. Offerors that provide high levels of customer service will generally be rated more favorably.

B. Product Sourcing:

The items an offeror carries in its inventory from approved sources that meet the item descriptions or acceptable equivalent of the items in the "Schedule of Items," (see attachment 2) will be evaluated. Offeror's that demonstrate the exact item from approved sources in accordance with the requirements will generally be rated more favorably.

C. Ordering System

The Government will review the references submitted by the offeror and verify that they are indeed EDI capable. The Government will verify the extent to which the Offeror is able to meet the requirements of the solicitation and interface with the Government's established translation package, STORES and support the Electronic Data Interchange transaction sets listed in the solicitation. If offerors are not currently supporting customers through EDI, their plan to become EDI compliant before time of award will be evaluated for whether it appears realistic.

Factor IV Surge and Sustainment

The Government will evaluate the offeror's ability to support surge and sustainment requirements in the catalog solicitation submission worksheet. This factor will be review by a subject matter expert.

PRIME VENDOR PANAMA

Addendum to FAR 52.212-2 (continued)**Factor V. Socioeconomic Considerations**

Socioeconomic goals will be evaluated on a comparative basis among all offerors. The offeror that proposes a higher percentage, complexity level, and variety of participation by SB, SDB, WOSB, VOSB, SDVOSB, and HZSB concerns will generally receive a higher rating on this factor.

Factor VI. AbilityOne Entity Support

AbilityOne goals will be evaluated on a comparative basis among all offerors. The offeror that proposes a higher percentage, complexity level, and variety of participation by AbilityOne entities will generally receive a higher rating on this factor.

Factor VII. DLA MBA Program

The Government will evaluate the offeror's response to participating in the DLA MBA Program and its ability to mentor firms. The scope of the plan will also be evaluated. 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 SB's, SDB's, WOSB's, and AbilityOne (formerly JWOD) entities in expanding their businesses.

PRIME VENDOR PANAMA

Addendum to FAR 52.212-2 (continued)

Price Evaluation Process - The Government will evaluate limited pricing data with the initial proposals and during discussions, in accordance with FAR 15.4, "Contract Pricing." The Government will evaluate the offeror's pricing on the items listed in the Schedule of Items. Included in this process is the evaluation of options. The following business proposal/pricing factors will be used.

FACTOR I. Aggregate Distribution Price

Factor I, Aggregate Distribution Price, is obtained by multiplying each distribution price by its estimated quantity, and totaling the results for all distribution prices, normal, and premium, for the base and option year periods.

FACTOR II. Weighted Aggregate Product Price

Factor II, Weighted Aggregate Product Pricing is obtained by multiplying each product price for the base and option year periods by its respective estimated quantity and totaling the results, and then multiplying the resulting number by 0.30, for evaluation purposes only.

Total Evaluated Price

The Aggregate Distribution Price (Factor 1) is more important than Aggregate Product Prices (Factor II) since distribution prices are fixed throughout the life of the contract. Therefore, it is considered more important than Product Prices that may be adjusted throughout the life of the contract, in accordance with economic price adjustment provisions. Thus, for evaluation purposes only, the aggregate product price, is reduced, or weighted, as stated in discussion of Factor II above. The aggregate distribution and weighted aggregate product prices will be added to obtain a total evaluated price. This evaluated price will be used to determine the lowest overall cost to the Government, and will be used for evaluation purposes only. Even though aggregate prices will be used as the evaluation factors for the Business Proposals, individual line items will be evaluated and individual outliers will be identified and reviewed to determine if offered prices are unbalanced. Offers may be rejected if they lack balance. The information requested on the "Schedule of Items," attachment 2, will be evaluated using price analysis techniques. Quotes and/or invoices will be individually evaluated in accordance with the submission requirements.

PRIME VENDOR PANAMA

Addendum to FAR 52.212-2 (continued)

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

To be acceptable, the firm's price proposal must be complete, balanced and reasonable. 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.

To insure an objective price evaluation, the pricing of all offerors are to be based on the exact item in our schedule of items. When offerors qualify the salient characteristics of an item or items in the schedule and or when the government detects (through a relative pricing review and or a review of supporting invoices or quotes) that the pricing proposed is on an item which differs from the schedule of items description then the government reserves the right to employ remedies such as:

- (a) Where an insignificant number of items differ from the schedule of item descriptions, those items will be eliminated from the evaluation of all offerors;
- (b) Single serve items with small quantity differences may be evaluated without adjustment, as any additional quantity provides no additional value; and
- (c) Larger, generally case size items, with quantity differences may be evaluated on a 'per pound' or similar basis.
- (d) After discussions are held, if a significant number of items differ from the schedule of item descriptions then the offeror may be eliminated from the competitive range.

PRIME VENDOR PANAMA

Addendum to FAR 52.212-2 (continued)

Competitive Range Determination. If discussions are required, after initial evaluations are completed, the contracting officer will make a competitive range determination. Price and technical considered, only the highest rated offerors will be included in the competitive range. Offerors in the competitive range will be included in discussions. Offerors out of the competitive range will not participate in discussions and will no longer be considered for award. Offerors excluded from the competitive range will be notified in writing. At that time, pursuant to FAR 15.505 (A) an offeror may request a pre-award or post-award debriefing. If a pre-award debriefing is held only limited information will be releasable. Offerors debriefed after the competitive range determination are not entitled to a second debriefing after the award is made.

Selection Process. The final technical and price evaluation reports will be furnished to the Contracting Officer by the Evaluation Panel. The Contracting Officer will prepare a written recommendation for award and forward it to the Source Selection Authority (SSA). It is the ultimate decision of the SSA to determine which offeror receives the award.

The following provisions are incorporated in full text:

FAR 52.216-1 -- Type of Contract (Apr 1984)

The Government contemplates award of a fixed price with Economic Price Adjustment (EPA) contract resulting from this solicitation.

DSCP 52.217-9P13 EVALUATION OF OPTIONS -- SOURCE SELECTION FOR AN INDEFINITE-DELIVERY, INDEFINITE-QUANTITY CONTRACT (JAN 1992)

(a) For award purposes, in addition to an offeror's response to the base ordering period, the government will evaluate its response to all options, both technical and price. To evaluate price, the government will add the total price for all options to the total price for the base ordering period. Further, where a contract line or sub line item number in section B specifies a minimum and maximum quantity, the maximum quantity will be used to determine the total price. Evaluation of options will not obligate the government to exercise the options. For this solicitation, the options are as specified in clause 52.217-9P12.

(b) Should offerors propose option prices which vary (for example, with quantities actually ordered and the dates when ordered), these offers will be evaluated using the highest option price offered for each item.

PRIME VENDOR PANAMA

Addendum to FAR 52.212-2 (continued)**DLAD 52.219-9002 - DLA MENTORING BUSINESS AGREEMENTS (MBA) PROGRAM (DEC 1997)**

(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 ("ABILITYONE") 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.

(End of Provision)

PRIME VENDOR PANAMA

Addendum to FAR 52.212-2 (continued)***DLAD 52.217-9008 Surge and Sustainment (S&S) Evaluation (Jun 2009) – ALTERNATE I***

Surge and Sustainment capability is a requirement *in* this solicitation. The S&S evaluation will be based on the Capability Assessment Plan (CAP) and *the quality and extent of the offeror's S&S past performance*. The offeror's proposal may be deemed *unacceptable* for failure to submit the required S&S information in accordance with the solicitation. The Government reserves the right to require additional information if necessary. S&S will be evaluated as follows:

(a). Capability Assessment Plan Evaluation.

The offeror's CAP will be reviewed and assessed for responsiveness, completeness, technical merit, and S&S past performance. The CAP must demonstrate the *offeror's* ability to provide the full S&S quantity and delivery requirements as specified in the solicitation; the technical merits of the proposed solutions to any identified shortfalls in S&S quantity and delivery requirements; and the ability to achieve these without Government investment.

(b). S&S Performance History Evaluation.

The quality and extent of the offeror's previous S&S performance will be considered in the evaluation. In the absence of or in addition to DLA S&S past performance, the CO may consider other relevant performance history where the offeror demonstrated the ability to quickly respond to and sustain higher than normal production rates or faster than normal delivery requirements, or both. *This aspect of the offeror's past performance will not be considered in the evaluation of the past performance evaluation factor in this solicitation.*

PRIME VENDOR PANAMA

**FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—
COMMERCIAL ITEMS (AUG 2009)**

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications 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 (c) through (m) 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.

“Inverted domestic corporation” means a foreign incorporated entity which is treated as an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

PRIME VENDOR PANAMA

FAR 52.212-3 (continued)

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“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.

PRIME VENDOR PANAMA

FAR 52.212-3 (continued)

“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 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)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications 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 representations 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 (c) through (n) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

PRIME VENDOR PANAMA

FAR 52.212-3 (continued)

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

(1) *Small business concern.* The offeror represents as part of its offer that it o is, o 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 o is, o 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 o is, o 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 o is, o 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 o is, o 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 o 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.]

PRIME VENDOR PANAMA

FAR 52.212-3 (continued)

(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, or 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):

Number of Employees Average Annual Gross Revenues

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51–100	<input type="checkbox"/> \$1,000,001–\$2 million
<input type="checkbox"/> 101–250	<input type="checkbox"/> \$2,000,001–\$3.5 million
<input type="checkbox"/> 251–500	<input type="checkbox"/> \$3,500,001–\$5 million
<input type="checkbox"/> 501–750	<input type="checkbox"/> \$5,000,001–\$10 million
<input type="checkbox"/> 751–1,000	<input type="checkbox"/> \$10,000,001–\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> 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, or 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

PRIME VENDOR PANAMA

FAR 52.212-3 (continued)

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

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

PRIME VENDOR PANAMA

FAR 52.212-3 (continued)

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

(i) It o has developed and has on file, o 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 o 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. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, 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, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “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.”

PRIME VENDOR PANAMA

FAR 52.212-3 (continued)

(2) 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 for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

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

PRIME VENDOR PANAMA

FAR 52.212-3 (continued)

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian 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) of 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, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

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:

PRIME VENDOR PANAMA

FAR 52.212-3 (continued)

(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.”

PRIME VENDOR PANAMA

FAR 52.212-3 (continued)

(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

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 Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

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

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

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

PRIME VENDOR PANAMA

FAR 52.212-3 (continued)

(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

PRIME VENDOR PANAMA

FAR 52.212-3 (continued)

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

(1) *Listed end products.*

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 it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

PRIME VENDOR PANAMA

FAR 52.212-3 (continued)

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

[] (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror o does o does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[] (2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror o does o does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

PRIME VENDOR PANAMA

FAR 52.212-3 (continued)

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) *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 (1)(3) through (1)(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)*.

- o TIN: _____.
- o TIN has been applied for.
- o TIN is not required because:
 - o 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;
 - o Offeror is an agency or instrumentality of a foreign government;
 - o Offeror is an agency or instrumentality of the Federal Government.

FAR 52.212-3 (continued)(4) *Type of organization.*

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

(5) *Common parent.*

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:
Name _____
TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) *Relation to Internal Revenue Code.* A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at [26 U.S.C. 7874](#) (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR [9.108](#)).

(2) *Representation.* By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one. (End of provision)

Alternate I (Apr 2002). As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(11) to the basic provision:

(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.

PRIME VENDOR PANAMA

FAR 52.212-3 (continued)

____ 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 of 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.

Alternate II (Oct 2000). As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) *Address.* The offeror represents that its address is, or is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. “Address,” as used in this provision, means the address of the offeror as listed on the Small Business Administration’s register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR Part 124, subpart B. For joint ventures, “address” refers to the address of the small disadvantaged business concern that is participating in the joint venture.

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ADDENDUM TO FAR 52.212-3

The following clause is incorporated by reference:

DFARS 252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country (JAN 2009)

The following clauses are incorporated in full text:

FAR 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

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

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

PLACE OF PERFORMANCE (STREET ADDRESS, CITY, STATE, COUNTY, ZIP CODE)

NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT

PRIME VENDOR PANAMA

Addendum to FAR 52.212-3 (continued)DFARS 252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM
CERTIFICATE (JUN 2005)

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

Line Item Number	Country of Origin (If known)
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PRIME VENDOR PANAMA

Addendum to FAR 52.212-3 (continued)**DLAD 52.233-9000 AGENCY PROTESTS (SEP 1999)**

Companies protesting this procurement may file a protest 1) with the contracting officer, 2) with the General Accounting Office, or 3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (Note: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

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

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

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

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

Addendum to FAR 52.212-3 (continued)

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

(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 the 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.

PRIME VENDOR PANAMA

DOCUMENTS, EXHIBITS AND ATTACHMENTS

- Attachment 1 – Category/Distribution List**
- Attachment 2 – Schedule of Items**
- Attachment 3 – Go to War Catalog/Surge and Sustainment Items**
- Attachment 4 – NAPA Holders Listing**
- Attachment 5 – STORES EDI Information & 810 Transaction Set**
- Attachment 5a- 832 Catalog (Vendor to DSCP)- Proposed Modifications to
Common Food Management System (CFMS) elements ***
- Attachment 6 – Sample Subcontracting Plan (Large Domestic Firms only)**
- Attachment 7 – Sample Invoice/Quote for Required Submission**

NOTE: ATTACHMENTS 1,2, & 3 WILL BE PROVIDED BY DSCP UPON REQUEST. CONTACT INFORMATION FOLLOWS:

Please contact Contract Specialists Kathryn Gartland or Robin Novak or Contracting Officer Tim Dlugokecki in order to receive an electronic copy of the category distribution list and schedule of items, and Go To War Catalog, attachments 1,2, and 3 respectively. The format will be Microsoft Excel Spreadsheet. Offers must use the provided format for proposal submission. Any proposal which does not include a printed hard copy of the provided spreadsheets as well as a copy on CD may result in the rejection of the entire proposal.

Contract Specialist

Kathryn Gartland

215-737-3780

Kathryn.Gartland@dla.mil

Contract Specialist

Robin Novak

215-737-8027

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Contracting Officer

Tim Dlugokecki

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Timothy.Dlugokecki@dla.mil

ATTACHMENT 4
STARTS ON THE
FOLLOWING PAGE

PRIME VENDOR PANAMA – ATTACHMENT 4

NAPA Holders Listing

Agreement Number	Vendor	Brands
0423	4C Foods Corp 580 Fountain Ave Brooklyn, NY 11208	• 4C Food Corp
0361	A La Smart Foods/The Wornick Company 10825 Kenwood Road Cincinnati, OH 45242	• The Wornick Company • A La Smart
0353	ACH Food Companies, Inc. 7171 Goodlett Farms Parkway Memphis, TN 38016	• Frymax • Whirl
0157	Advance Food Company 13800 Wireless Way Oklahoma City, OK 73134	Click Here
0487	Agora Foods P. O. Box 2165 Dawsonville, GA 30534	• Agora
0471	American Blast Energy Drink 115 East 57th Street 11th Floor New York, NY 10022	• American Blast
0317	American Bounty 12624 Daphne Avenue Hawthorne, CA 90250	• American Bounty
0296	American Coffee Federation 1100 17th St SW Washington, DC 20036	• Del Pais Coffee
0475	American Manufacturing & Packaging 435 Gould Ave. Cookeville, TN 38506	• American Mfr & Packaging • Granny Bunt's
0196	American Pride Seafoods Hwy 69 N. P.O. Box 436 Greensboro, AL 36744	• Southern Pride
0382	Amy Food Inc. 3324 S. Richey Street Houston, TX 77017	• Amy Food
0363	Ansley Foods/Ribs on Wheels ILU Ribs on Wheels 626 May Street Jacksonville, FL 32204	• Ribs on Wheels
0160	Atkins Desserts, Inc. 15510 Stoney Creek Way Noblesville, IN 46060	• Atkins Elegant Desserts
0388	Authentic Speciality Foods 4340 Ecalyptus Ave Chino, CA 91710-9705	• Authentic Speciality
0068	Awrey Bakery Food Service 12301 Farmington Road Livonia, MI 48150	• Awrey Bakery
0312	Azar Food Service 1800 Northwestern Dr El Paso, TX 79912	• Azar
0081	B&G Foods 4 Gatehall Drive Suite 110 Parsippany, NJ 07054	Click Here

PRIME VENDOR PANAMA – ATTACHMENT 4

NAPA Holders Listing

0286	BD & K Foods, Inc. 312 Alabama St. Auburn, AL 36830	• BD&K Foods
0061	Barber Foods P.O. Box 4821 Portland, ME 04112	• Barber Foods
0152	Basic American Foods 2999 Oak Road Walnut Creek, CA 94596-2016	Click Here
0449	Bay Valley Foods, LLC Four Westbrook Corporate Center Suite 400 Westchester, IL 60154	• Bay Valley • Rods • Steinfield and Schwartz
0468	Beach Smokehouse Inc. 600 Norfolk Ave. Virginia Beach, VA 23451	• Beach Smokehouse Inc.
0140	Berks Packing Co., Inc. 307-323 Bingaman Street Reading, PA 19610-5919	• Berks
0443	Best Maid Cookie Company 1147 Benson Street River Falls, WI 54022	• Best Maid Cookie
0433	Bob Evans Farms, Inc. 3776 South High Street Columbus, OH 43207	• Bob Evans
0448	Bobak Sausage Company 5275 S. Archer Ave Chicago, IL 60632	• Bobak Sausage
0257	Boja's Foods, Inc. P.O. Box 602 Bayou La Batre, AL 36509	• Boja's
0040	Brakebush Brothers Inc. N4993 6th Drive Westfield, WI 54964-9511	• Brakebush Brothers
0127	Bridgford Foods Corporation 1707 S. Good-Latimer Expwy Dallas, TX 75226	• Bridgford
0491	Bubbas Best 5070 Parkside Ave. Suite 1424 Philadelphia, PA 19131	• Bubba Best
0150	Bumble Bee (formerly Castleberry/Snow) P.O. Box 1010 Augusta, GA 30903	Click Here
0017	Bunge Oil 3701 Algonquin Road Rolling Meadow, IL 60008	• Bunge Food • R&H
0046	Bush Brothers & Company P. O. Box 52330 Knoxville TN 37950-2330	• Bush Beans
0301	Butter Buds Foodservice 2330 Chicory Rd Racine, WI 53403	• Butter Buds
0199	Butterball P. O. Box 589 Mt. Olive, NC 28365	• Carolina Turkey • Butterball

PRIME VENDOR PANAMA – ATTACHMENT 4

NAPA Holders Listing

0273	C&R Foods, Inc./Eyas Inc. 105 Red Maple Ct Ponte Verda Beach, FL 32082-4605	<ul style="list-style-type: none"> • Dole • Ready Pac
0173	C.H. Guenther & Sons P.O. Box 118 San Antonio, TX 78291	<ul style="list-style-type: none"> • Pioneer Flour
0008	Campbell Soup Co. 3010 Pleasantree Ct Oak Hill, VA 20171	Click Here
0180	Cargill Inc./Sunny Fresh 206 West 4th St Monticello, MN 55362	Click Here
0370	Carla`s Pasta 50 Talbot Lane South Windor, CT 30007	<ul style="list-style-type: none"> • Carla`s Pasta
0418	Carrington Foods, Inc. 200 Jacintoport Blvd Saraland, AL 36571	<ul style="list-style-type: none"> • Miss Sally`s
0437	Cass Ventures 1505 Soaring Hawk Point Atlanta, GA 30339	<ul style="list-style-type: none"> • Cherokee Food • Tinga
0473	Cera Products, Inc. 9017 Mendenhall Ct. Columbia, MD 21045	<ul style="list-style-type: none"> • Cera Products
0265	Chattanooga Bakery/Moonpie 900 Manufacturers Rd Chattanooga, TN 37405	<ul style="list-style-type: none"> • Moonpie • Lookout
0481	Chefs Corner Foods 31911 Hayman Street Hayward, CA 94544	<ul style="list-style-type: none"> • Chefs Corner and Chef Panda
0450	Chelten House Products Inc. 607 Heron Drive Bridgeport, NJ 08014	<ul style="list-style-type: none"> • Chelten House
0241	Chicagoland Foods 9049 Heathwood Circle Niles, IL 60714	<ul style="list-style-type: none"> • Chicagoland Foods
0164	Chicken Of The Sea International 221 E. Main Street Milford, MA 01757	<ul style="list-style-type: none"> • Chicken Of The Sea
0455	China Blue Inc. 4667 E. Date Ave. Fresno, CA 93725	<ul style="list-style-type: none"> • Chinablue
0309	Clabber Girl Corp. 900 Wabash Ave Terre Haute, IN 47807	<ul style="list-style-type: none"> • Clabber Girl • Rumford • Fleischmann
0249	Clement Pappas Co, Inc. 10 N Parsonage Rd Seabrook, NJ 08302	<ul style="list-style-type: none"> • Clement Pappas • Ruby Kist
0282	Clement`s Pastry Shop, Inc. 3355 B 52nd Ave Hyattsville, MD 20781	<ul style="list-style-type: none"> • Clement`s Pastry Shop
0429	Cloverdale Foods 3015 34th Street NW Mandan, ND 58554	<ul style="list-style-type: none"> • Cloverdale • Mama`s Cookin • Certrion
0010	Con Ara Foods	Click Here

PRIME VENDOR PANAMA – ATTACHMENT 4

NAPA Holders Listing

	7224 Greenbank Road Baltimore, MD 21220	
0072	Continental Mills 18125 Andover Park West Tukwila, WA 98188	Click Here
0469	Cookietree Inc. P.O. Box 57888 Salt Lake City, UT 84157-0888	• Cookietree
0478	Corfu Foods 755 Thomas Drive Bensenville, IL 60106	• Corfu Foods
0125	Country Pure Foods, Inc. Foodservice Division 681 West Waterloo Road Akron, OH 44314	• Ardmore Farms
0436	Crabworks, LLC 1936-201 Tara Court Greenville, NC 27858	• Crabworks
0422	Cuisine Innovations/New Wave Cuisine 112 School House Road Mt. Holly, NJ 08060	• New Wave Cuisine • Kaptain's Ketch • Cohen's
0271	Cuisine Solutions 85 S Bragg St Suite 600 Alexandria, VA 22312	• Cuisine Solutions
0087	Custom Culinary Inc. 5145 W. 123rd Street Alsip, IL 60803-3495	Click Here
0404	D'Andrea Brothers, LLC 6399 Wilshire Blvd PH1 Los Angeles, CA 90048	• HOOAH
0347	Dan's Prize 226 Main St Gainesville, GA 30501	• Dan's prize
0026	Dannon Company Inc. Food Service Division 1501 Knoll Ridge Circle Corinth, TX 76205	• Dannon Yogurt
0402	Dawn Food Products 3333 Sargent Road Jackson, Michigan 49201	• Dawn Food
0133	Dean Foods/Morning Star 17380 Railroad Street City of Industry, CA 91748	• Rod's
0114	Del Monte Foods P.O. Box 193575 San Francisco, CA 94119-3575	Click Here
0091	Devault Foods One Devault Ln. P.O.Box 587 Devault, PA 19432	Click Here
0284	Dole Packaged Foods 1 Dole Dr. Westlake Village, CA 91362	• Dole
0328	Don's Food Products 4461 Township Line Rd	• Don's Salad

PRIME VENDOR PANAMA – ATTACHMENT 4

NAPA Holders Listing

	Schwenksville, PA 19473	
0451	ENSI Group 445 So. Figueroa Street Suite 3525 Los Angeles, CA 90071	• ENSI
0431	East Coast Olive Oil 75 Wurz Ave. Utica, NY 13502	• East Coast Olive Oil • Gem • Tutino • Qualita
0315	El Cid Mexican Food Products, Inc. 731 E Angeleno Ave Burbank, CA 91501	• El Cid Mexican
0416	FPL Food, LLC 1301 New Savannah Road Augusta, GA 30901	• FPL Food
0047	Ferrante Brothers/Nick's Sausage P. O Box 368 5226 Monroe Place Hyattsville, MD 20781	• Nick's Sausage
0364	Fiabella Foods 4101 Cox Road Suite 120 Glen Allen, VA 23060	• Foodnet Branded Products • Papa Felico • Domenic's of NY
0130	First Food Company 4561 Leston Street Dallas, TX 75247	• First Foods
0338	Fishery Products International 18 Electronics Ave Danvers, MA 01923	• Ocean Cuisine
0169	Fontanini Italian Meats and Sausages 911 West 37th Place Chicago, IL 60609	Click Here
0049	French's Foodservice 4343 E. Mustard Way Springfield, MO 65803	Click Here
0305	Furman Foods Inc. 770 Cannery Rd Northumberland, PA 17857	• Furmano's
0058	G & A Food Service 12200 32nd Court North St. Petersburg, FL 33716	Click Here
0210	GFF Inc. (Girard's Foodservice) 1520 E. Adams Blvd. Los Angeles, CA 90011	• Girard's
0307	Gardenburger (merged under 0002 Kellogg) 15615 Alton Pkwy Suite 350 Irvine, CA 92618	• Gardenburger
0011	General Mills Bakeries & Food Service Inc. #1 G.M. Blvd P.O. Box 1113 Minneapolis, MN 55440	Click Here
0379	Giorgio Foods 1161 Park Road Reading, PA 19605	• Giorgio

PRIME VENDOR PANAMA – ATTACHMENT 4

NAPA Holders Listing

0483	Golden Crest 2806 Capital Street Wylie, TX 75098	• Golden Crest
0428	Gonzalez Productos 8501 Bash Street Suite 600 Indianapolis, IN 46250	• Tia Maria
0346	Good Harbor Fillet Co 21 Great Republic Drive Gloucester, MA 01930	• Good Harbor Fillet • Midship
0477	Good Heart Brand Specialty Meats 8131 W. IH10 Suite #109 San Antonio, TX 78230	• 21 ST Century Foods
0299	Good Humor-Breyers Ice Cream P.O. Box 19007 Green Bay, WI 54307-9007	Click Here
0356	Grecian Delight Foods, Inc. 1201 Tonne Road Elk Grove Village, IL 60007	• Grecian Delight
0211	Hatfield Quality Meats 2700 Funks Rd. Hatfield, PA 19440	• Hatfield
0490	Heater Meals 311 Northland Blvd Cincinnati, Ohio 45246	• Heater Meal
0032	Heinz & Lea & Perrins, Inc. (merged) 1062 Progress Street Pittsburgh, PA 15212	Click Here
0493	Herr Foods Inc. 20 Herr Drive Nottingham, PA 19362	• Herrs
0420	Hip Hop Beverage Corporation 10316 Norris Avenue Unit A Pacoima, CA 91331	• Hip Hop Beverage Corp
0248	Hope's Country Fresh Cookies 221 King Manor Drive King of Prussia, PA 19406	• Hope's Country Fresh Cookies
0233	Hormel Foods #1 Hormel Place Austin, MN 55912	Click Here
0482	ICON Marketing 2215 Anthony Avenue Broomall, PA 19008	• ICON
0340	Imperial Sales Company & Truitt Brothers, Inc. P. O. Box 966 Watsonville, CA 95077	• Imperial Sales • Mexi-Frost • Truitt Brothers • Saver Pak
0464	Indian Harvest Specialtifooods P.O. Box 428 Bemidji, MN 56619-0428	• Indian Harvest
0192	Innovation Cuisine 7611 South 180th Street Kent, WA 98032	• Innovation Cuisine
0075	I & J Snack/Country Home Bakers	Click Here

PRIME VENDOR PANAMA – ATTACHMENT 4

NAPA Holders Listing

	6000 Central Highway Pennsauken, NJ 08109	
0034	J.M. Smuckers Co. 1 Strawberry Lane Orrville, OH 44667-0280	• Smuckers
0204	J.O.Y. Foods, Inc. 6940 Marvin D. Love Fwy. Dallas, TX 75237	Click Here
0175	J.T.M. Provisions Co 200 Sales Drive Harrison, OH 45030	• J.T.M. Food Group
0439	JEC Consulting & Trading, Inc. 1411 Gervais Street Suite 350 Columbia, SC 29201	• JEC Consulting & Trading
0484	JNS Foods 6635 W. Commercial Blvd Tamarac, FL 33319	• JNS Foods • Veggiland • Ichef foods
0384	Jack Link's Beef Jerky 1 Snack Food Lane Minong, WI 54859	• Jack Link's
0375	Jennie-O Turkey 205 Willmar Ave Willmar, MN 56201	• Jennie-O
0285	Johnsonville Sausage P.O. Box 906 Sheboygan Falls, WI 53085	• Johnsonville
0474	Justice Government Supply 8261 NW 15th Street Pembroke Pines, FL 33024	• Justice Government Supply
0002	Kellogg Sales Company One Kellogg Square P.O. Box 3599 Battle Creek, MI 49016-3599	Click Here
0122	Ken's Foods Inc. 501 Silverside Road Wilmington, DE 19809	• Ken's
0391	Kerry Food & Beverage 100 East Grand Ave Beloit, WI 53511	• Kerry Food • Golden Dipt
0297	Kikkoman International 50 California St Suite 3600 San Francisco, CA 94111	• Kikkoman
0283	King & Prince Seafood Corp. 1 King & Prince Blvd Brunswick, GA 31521	• King & Prince • KP Custom
0168	King's Command Foods, Inc. 7622 S. 188th Kent, WA 98032	• King's Command Foods
0276	Kings Delight 2063 Memorial Park Rd Gainesville, GA 30504	• Kings Delight • Premium Gold • King Zing
0318	Koch Foods, Inc. 4404 West Berteau Chicago, IL 60641	• Koch Foods

PRIME VENDOR PANAMA – ATTACHMENT 4

NAPA Holders Listing

0001	Kraft, Nabisco, & VeryFine (merged) One Kraft Court Glenview, IL 60025	Click Here
0113	Kronos Products, Inc. 4501 West District Blvd. Chicago, IL 60632	• Kronos
0215	Kunzler & Company 652 Manor Street Lancaster, PA 17604	• Kunzler
0480	La Brea Bakery 15963 Strathern Street Van Nuys, CA 91406	• La Brea Bakery
0407	La Nova Wings 371 West Ferry Street Buffalo, NY 14213	Click Here
0109	Lamb-Weston, Inc. 8701 West Gage Blvd. P.O. Box 1900 Tri Cities, WA 99302	Click Here
0045	Land O' Lakes P.O. Box 64101 St. Paul, MN 55164-0101	Click Here
0470	Lasco Foods 4553 Gustline Avenue St. Louis, MO 63116	• Lasco
0154	Lemon X 168 Railroad St P.O. Box 20800 Huntington Station, NY 11746	Click Here
0485	Loggins Culinary 800 Ellen Trout Drive Lufkin, TX 75904	• Loggins Culinary
0342	Love & Quiches 1943 C Eastchester Drive High Point, NC 27265	• Love and Quiches
0056	Lyons Magnus 1636 South Second Street Fresno, CA 93702	Click Here
0368	M.C.I. Foods 12835 Atlantic Ave. Compton, CA 90221	• Foodnet Branded Products • Papa Felico • Domenic's of NY
0406	MNM Foods Inc. P. O. Box 471077 Forth Worth, TX 76116	• MNM Foods
0079	Maid Rite Steak 105 Keystone Industrial Park Dunmore, PA 18512	• Maid rite • Minit Chef • Landis • Chef Italia
0372	Major Products, Co. 66 Industrial Ave Little Ferry, NJ 07643	• Major Products
0228	Malt-O-Meal P.O. Box 631 Northfield, MN 55057	• Malt-O-Meal
0421	Maple Leaf Bakery	• Maple Leaf Bakery

PRIME VENDOR PANAMA – ATTACHMENT 4

NAPA Holders Listing

	1011 East Touhy Ave. Suite 500 Des Plaines, IL 60018	
0020	Mars Foodservices Uncle Ben's Foodservice 800 High Street Hackettstown, NJ 07840	Click Here
0396	Mc Greevy's Mid West Meat Co. 230 N. West St Wichita, KS 67203-1203	• Mc Greevy's Mid West
0043	McCain 2905 Butterfield Road Oakbrook, IL 60520-1106	Click Here
0038	McCormick & Company Food Service Division B 226 Schilling Circle Hunt Valley, MD 21031	Click Here
0014	McIlhenny Inc. 601 Poydras St. Suite 1815 New Orleans, LA 70130	• McIlhenny Hot Sauce
0435	McKee Foods Corporation 10260 McKee Road Collegedale, TN 37315	• McKee Foods
0494	Mex America Foods 1037 Trout Run Road St Marys, PA 15857	• Mex America Foods
0184	Michael Angelo's Italian Gourmet 200 Michael Angelo Way Austin, TX 78728	• Michael Angelo's
0057	Michael Foods, Inc. Northern Star Co. 3171 5th Street South East Minneapolis, MN 55414-3374	Click Here
0387	Michael's Cookies 10635 Scripps Ranch Blvd. Suite D San Diego, CA 92131	• Michael's Cookie
0227	Military Food & Beverage Specialists 6885 Beach Drive, SW Ocean Isle Beach, NC 28469	• General's Best • General's Sport Ice
0476	Mission Foods 225 John B. Brooks Rd. Pendergrass, GA 30567	• Mission Foods
0268	Monterey Mushrooms, Inc. 2 Hazel St P.O. Box 250 Bonne Terre, MO 63628-0250	• Monterey Mushrooms • Red Label • Silver Label • Green Label
0459	Moo Technologies 950 Kent Road Batavia, OH 45103	• Moo Tech
0430	Mountain City Meat Co. 5905 East 42nd Ave. Denver, CO 80216	• Mountain City Meat Co.
0126	Mrs. T's Pierogies 600 East Center St	• Mrs. T's

PRIME VENDOR PANAMA – ATTACHMENT 4

NAPA Holders Listing

	P.O. Box 606 Shenandoah, PA 17976-0606	
0247	Multi Foods & Continental Mills (merged) 18125 Andover Park West Tukwila, WA 98188	Click Here
0344	N' Genuity 15333 North Pima Road Suite 120 Scottsdale, AZ 85260	<ul style="list-style-type: none"> • N' Genuity • Bo Jackson Signature Foods
0401	Nana Services, LLC 3150 C Street Suite 205 Anchorage, AK 99503	<ul style="list-style-type: none"> • Nana Services
0352	National Pasteurized Eggs 2963 Bernice Road Lansing, IL 60438	<ul style="list-style-type: none"> • National Pasteurized Eggs
0415	National Provisions 1630 NW 70th Ave Miami, FL 33126	<ul style="list-style-type: none"> • National Deli
0374	National Steak & Poultry 301 East Fifth Avenue Owasso, OK 45879	<ul style="list-style-type: none"> • National Steak & Poultry And Steakhouse
0308	Needham Inc. 1204 Jones St Omaha, NE 68102	<ul style="list-style-type: none"> • Needham
0015	Nestle Brands Foodservice Co. & Chef America (merged) 607 William Street Suite 205 Fredericksburg, VA 22405	Click Here
0462	Nestle USA Beverage 800 N. Brand Blvd 18th Floor Glendale, CA 91203	<ul style="list-style-type: none"> • Nestle Chilled • Coffee Mate • Nesquick
0395	Nestle/Powerbar 800 North Brand Blvd Glendale, CA 90505	<ul style="list-style-type: none"> • Nestle • Powerbar
0326	Nish	<ul style="list-style-type: none"> • Nish
0399	Nong Shim America, Inc. 12155 Sixth Street Rancho Cucamonga, CA 91730	<ul style="list-style-type: none"> • Nong Shim Foods
0405	NuChoice Foods, Inc. 4553 South Westmoreland Road Dallas, TX 75237	<ul style="list-style-type: none"> • Nu Choice
0334	Nutriom 3145 Hogum Bay Road Lacey, WA 98516	<ul style="list-style-type: none"> • Ova Easy
0300	Ocean Direct 12624 Daphne Ave Hawthorne, CA 90250	<ul style="list-style-type: none"> • Ocean Direct • Channel Marker
0139	Ocean Spray 1001 Warrenville Rd #100 Lisle, IL 60532	<ul style="list-style-type: none"> • Ocean Spray
0390	Omni Custom Meats, Inc. 151 Vanderbilt Court Bowling Green, KY 42103	<ul style="list-style-type: none"> • Omni Custom Meats

PRIME VENDOR PANAMA – ATTACHMENT 4

NAPA Holders Listing

0410	Oregon Freeze Dry, Inc. 525 SW 25th Albany, OR 97321	• Oregon Freeze Dry
0331	Oscar Robertson Foods 1 Greentree Center Marlton, NJ 08053	• Oscar Robertson • Signature Products
0029	Otis Spunkmeyer & Chippery (merged) 14490 Catalina Street San Leandro, CA 94577-5516	• Otis Spunkmeyer • Chippery
0107	Par-Way/Tryson Co. 107 Bolte Lane St. Clair, MO 63077	• Vegalene • Bak-Klene
0453	Penobscot McCrum 28 Pierce Street Belfast, ME 04915	• Penobscot McCrum
0070	Pepsico Foodservice & Vending 321 N. Clark Street Chicago, IL 60610	Click Here
0060	Perdue Farms, Inc. P.O. Box 1537 Salisbury, MD 21802-1537	• Perdue Brands
0112	Pierre Foods 9990 Princeton Road Cincinnati, OH 45246	Click Here
0096	Pilgrims Pride & Con Agra Poultry (merged) P.O. Box 7275 Broadway, VA 22815	Click Here
0048	Pinnacle Foods Group, LLC 6 Executive Campus Cherry Hill, NJ 08002	Click Here
0425	Plumrose USA 7 Lexington Ave. East Brunswick, NY 08816	• Plumrose
0063	Portion Pac, Inc. 7325 Snider Road Mason, OH 45040	Click Here
0108	Precision Foods, Inc. & Total Ultimate Foods/Grand Brands (True Lemon) 11457 Olde Cabin Road St. Louis, MO 63141	Click Here
0341	Premium Protein Products 4611 West Adams Lincoln, NE 68524	• Premium Protein Products
0313	Premium Quality Foods 1903A N Broadway Red Oak, IA 51566	• Premium Quality • Red Oak Farms
0179	Quantum Foods & Quantum Culinary (merged) 750 South Schmidt Road Bolingbrook, IL 60440	• Quantum Foods
0274	RDV Ventures P.O. Box 7 Watkinsville, GA 30677	• RDV Ventures • Ramblin Rostr
0426	RW Foods 8 East Shore Trail Sparta, NJ 07871	• RW Foods

PRIME VENDOR PANAMA – ATTACHMENT 4

NAPA Holders Listing

0216	Ralcorp Frozen Bakery 999 Oakmont Plaza Drive West Mont, IL 60559	<ul style="list-style-type: none"> • Bakery Chef • Krusteaz
0252	Rastelli Fine Food 300 Heron Drive Swedesboro NJ 08085	<ul style="list-style-type: none"> • Rastelli Fine Food
0489	Real Mex Foods 3305 East Vernon Avenue Vernon, CA 90058	<ul style="list-style-type: none"> • Real Mex
0417	Red Cloud Food Service, Inc. 740 Schneider Drive South Elgin, IL 60177	<ul style="list-style-type: none"> • Red Cloud
0159	Reily Foods Company 3434 Mynatt Ave. Knoxville, TN 37919	Click Here
0145	Reser's Fine Foods 15570 S.W. Jenkins Road Beaverton, OR 97006	<ul style="list-style-type: none"> • Reser's
0142	Rich-Sea Pak Group 127 Airport Rd St Simons Island, GA 31522-0270	Click Here
0262	Rich's Food Service Division 1 Robert Rich Way Buffalo, NY 14240	<ul style="list-style-type: none"> • Rich Products • Bahama Blast • Byron's
0191	Richmond Peak Quality 2920 Regatta Blvd Richmond, CA 94804-0013	Click Here
0077	Rose Packing Co. 65 South Barrington Road Barrington, IL 60010	Click Here
0085	Rosina 170 French Road Buffalo, NY 14227	<ul style="list-style-type: none"> • Rosina
0324	Rotella's Italian Bakery, Inc. 6949 South 108th St La Vista, NE 68128	<ul style="list-style-type: none"> • Rotella's
0259	Ruiz Food Products, Inc. 501 South Alta Drive Dinuba, CA 93618	<ul style="list-style-type: none"> • Ruiz • El Monterey
0214	S & K Industries, Inc./Abuelita Mexican Foods Products 9209 Enterprise Court Manassas Park, VA 20111	<ul style="list-style-type: none"> • Abuelita
0289	S&D Coffee, Inc 300 Concord Parkway South Concord, NC 28027	<ul style="list-style-type: none"> • S&D Coffee • American Select
0104	Samband of Iceland 190 Enterprise Drive Newport News, VA 23603	<ul style="list-style-type: none"> • Iceland • Seaside
0004	Sara Lee Refrigerated Foods 900 N North Branch St Chicago, IL 60622	Click Here
0452	Savory Creations 400 Oyster Point Blvd Suite 301 South San Francisco, CA 94080	<ul style="list-style-type: none"> • Savory Choice • Clean & Healthy

PRIME VENDOR PANAMA – ATTACHMENT 4

NAPA Holders Listing

0403	Schreiber Foods, Inc. 425 Pine St. Green Bay Wisconsin 54307-19010	• Schrieber and Raskas
0006	Schwan`s Food Service Company 115 West College Drive Marshall, MN 56258	Click Here
0479	Sea Supreme 101 Northway Ct Raleigh, NC 27615	• Sea supreme
0098	Seaboard Foods 3535 S. 500 W. Salt Lake City, UT 84115	• Daily`s
0440	Selective Entrée`s 40 Dillmont Drive Smithtown, NY 11787	• Selective Entrée`s
0288	Shasta Sales Incorporated 1343 Garner Lane Suite 205 Columbia, SC 29210	• Shasta • Everfresh
0007	Simplot 6360 South Federal Way P. O. Box 9386 Boise, ID 83707	• Simplot
0055	Simply Fresh Fruit 472 Ridge Meade Dr Lewisville, TX 75067	• Simply Fresh Fruit
0472	Simply Southern Sides P.O. Box 361 Northfield, Ohio 44067	• Simply Southern Sides
0348	Six Points, Inc. 1227 Lincoln Mall Lincoln, NE 68508	• Six Points
0466	Smith Packing Company 105-125 Washington Street Utica, NY 13502	• Smith Packing Co. • Honest John`s
0025	Smithfield Foods Corp & Farmland Foods & Premium Standard Farms (merged) 805 East Kemper Road Cincinnati, OH 45246	Click Here
0454	Smithfield Packing Smithfield Packing Smithfield, VA 23430	• Smithfield Packagin Famous 34
0270	Snyder`s of Hanover 1250 York St Hanover, Pennsylvania 17331	• Snyder`s of Hanover
0457	South Texas Lighthouse 4421 Agnes Corpus Christi, TX 78405	• South Texas Lighthouse • Endura-Plenish
0281	SouthStream Seafoods, Inc. P.O. Box 6010 Warwick, RI 02887	• SouthStream Seafoods • Frostmark
0488	Southern Foods Group 3500 Old Battleground Road Greensboro, NC 27410	• Southern Foods
0376	Spartanburg Meat Processing Co. Inc. 3003 N. Blackstock	• Spartanburg

PRIME VENDOR PANAMA – ATTACHMENT 4

NAPA Holders Listing

	P.O. Box 170069 Spartanburg, SC 29301	
0458	Stampede Meat, Inc. 7351 South 78th Avenue Bridgeview, IL 60455	• Stampede Meat
0427	Star Foodservice 5021 Old York Course Hollywood, SC 29449	• Star
0295	Starbucks Coffee 2401 Utah Ave South MS 5-BA8 Seattle, WA 98134	• Starbucks
0408	Sterling Foods 1075 Arion Parkway San Antonio, TX 78216	• Indulgent Selections
0393	Steuben Foods, Inc. 155-04 Liberty Ave Jamaica, NY 11433	• Steuben Foods • Whitney's Foods
0486	Stratas Foods 1610 Century Center Parkway Suite 105 Memphis, TN 38134	• Stratas Foods • Mazola
0412	Sturm Foods 215 Center Street Manawa, WI 54949	• Sturm Foods • Fulfill Fitness • On The Run • Power Edge • Morning Spark • Replenish
0105	Sugar Foods Corp. P.O. Box 548 Broomall, PA 19008	• Sweet-Low
0492	Sun Rich Fresh Foods 425 Gateway Drive Reading, PA 19601	• Sun Rich Fresh Foods
0345	Sunrise Foods, Inc. 3120 Vallyview Drive Columbus, OH 43204	• Sunrise Foods
0218	Super Bakery, Inc. 5700 Corporate Dr Suite 455 Pittsburgh, PA 15237	• Super Bakery
0253	Sweet Streets Desserts, Inc. 722 Hiesters Lane Reading, PA 19605	Click Here
0378	T.W. Garner Food Company P.O. Box 4329 Winston-Salem, NC 27115-4329	• T.W. Garner • Texas Pete
0316	The Carriage House Companies 59 Pebble Hill Rd Fairport, NY 14450	• The Carriage House
0463	The Cheesecake Factory Bakery 26950 Agoura Road Calabasas Hills, CA 91301	• The Cheesecake Factory
0181	The Citrus Group, Inc 5321 Cleveland St, Suite 205 Virginia Beach, VA 23462	• The Citrus Group • Main Squeeze Juice
0102	The Minute Maid Co	Click Here

PRIME VENDOR PANAMA – ATTACHMENT 4

NAPA Holders Listing

	P.O. Drawer 1734 Atlanta, GA 30301	
0332	The Neil Jones Food Company 1701 West 16th St Vancouver, WA 98660	<ul style="list-style-type: none"> • Northwest Packing • Old California • Oregon Trail
0444	The Sqwincher Corporation 1404 Hwy 45 South Columbus, MS 39705-8250	<ul style="list-style-type: none"> • The Sqwincher
0036	Tones Brothers, Inc. 2301 SE Tones Drive Ankery, IA 50021-8888	<ul style="list-style-type: none"> • Tones/ACH
0413	Townsend Inc. 401 S. Dupont Highway Georgetown, DE 19947	<ul style="list-style-type: none"> • Townsends
0100	Trident Seafoods Corp. 5202 Shilshole Ave. NW Seattle, WA 98107	Click Here
0495	Twist & Shake 950 Cove Road Unit A1 Stamford, CT 06902-5445	<ul style="list-style-type: none"> • Twist & Shake
0013	Tyson Foods, Inc. P.O. Box 2020 Springdale, AZ 72765-2020	<ul style="list-style-type: none"> • Tyson • Holly Farms • Weaver • Lady Aster
0445	Uncle Rays, LLC 14245 Birwood Street Detroit, MI 48238	<ul style="list-style-type: none"> • Uncle Rays
0095	Unilever Foodsolutions 2200 Cabot Drive Lisle, IL 60532	Click Here
0456	United States Nutrition Inc. 2100 Smithtown Ave. Ronkokoma, NY 11779	<ul style="list-style-type: none"> • US Nitriton • Pure Protein • Met-Rx
0362	Valley Foods Incorp. 335 E Boardman Street Youngstown, OH 44503	<ul style="list-style-type: none"> • Valley Foods
0434	Valley Services, Inc. 4400 Mangum Drive Jackson, MS 39232	<ul style="list-style-type: none"> • Valley Service • Traditional Travel Rations
0197	Vanee Foods Company 5418 McDermott Dr. Berkeley, IL 60163	<ul style="list-style-type: none"> • Vanee Foods
0442	Ventura Foods, LLC 40 Pointe Drive Brea, CA 92821	<ul style="list-style-type: none"> • Ventura Foods • Hidden Valley • White Cap • Gold-n-Sweet • Mel Fry
0245	Viking Seafoods, Inc. 50 Crystal Street Malden, MA 02148	<ul style="list-style-type: none"> • Viking Seafoods
0042	Vitality Foodservice, Inc. 400 N Tampa St Suite 1700 Tampa, FL 33602	Click Here
0277	W M Leahy/Carbotrol 2900 Shermer Rd	<ul style="list-style-type: none"> • Leahy • IFP

PRIME VENDOR PANAMA – ATTACHMENT 4

NAPA Holders Listing

	Northbrook, IL 60062	• Carbotrol
0419	Wampler's Farm Sausage Company 781 HWY 70 West Lenoir City, TN 37771	• Wampler
0314	Wanchese Fish Co. 2000 Northgate Commerce Pkwy Suffolk, VA 23435	• Wanchese Fish Co
0319	Welch's 1 Tara Dr Suite 302 Nashua, NJ 03062-2809	• Welch's
0351	Westminster 207 Randbury Road Rutland, VT 05701	• Westminster Cracker
0446	White Wave Foods 12002 Airport Way Brommfield, CO 80021	• White Wave • Silk
0187	Windsor Foods 3355 West Alabama #730 Houston, TX 77098	Click Here
0232	Yo Cream 5858 NE 87th Ave Portland, OK 97220	• Yo Cream

ATTACHMENT 5
STARTS ON THE
FOLLOWING PAGE

PRIME VENDOR PANAMA – ATTACHMENT 5
STORES EDI Information & 810 Transaction Set

PART A

EDI Implementation Guidelines for Subsistence Prime Vendor (STORES)

May 1, 1998

SECTION 1.0 GENERAL INFORMATION.....

1.1 CONTACTS

1.2 EDI - HOW IT WORKS

1.3 PARTIES INVOLVED

1.4 TRANSACTION SETS

1.5 SOFTWARE

1.6 NETWORKS.....

1.7 STANDARDS

SECTION 2.0 TRADING PARTNER SETUP.....

2.1 LEGAL.....

2.2 PHASE I - SAMPLE TEST FILE

SECTION 3.0 PRODUCTION PROCEDURES

3.1 OUTGOING TRANSMISSION SCHEDULE

3.2 VERIFICATION OF TRANSMISSION

3.3 PROBLEM RECOVERY DURING PRODUCTION

SECTION 4.0 EDI TRANSACTION SETS.....

4.1 832 CATALOG (VENDOR TO DSCP)

4.2 850 PURCHASE ORDER (CUSTOMER TO VENDOR)

4.3 861 RECEIPT.....

PART B

810 Transaction Set Version 3050

Electronic Invoice

Revised 7/30/98

PRIME VENDOR PANAMA – ATTACHMENT 5
STORES EDI Information & 810 Transaction Set

Section 1.0 General Information

1.1 Contacts

Contact For	Name	Phone Number
DSCP System (STORES)	Tom Tarpey	(215) 737-4507
EDI Information	DoD Elec Comm Info Ctr	(800) 334-3414
EDI Information	Elec Comm Regional Ctr	http://www.saecrc.org
EDI Technical Support	Don Holmes	(215) 737-7317
Network Technical Support	DAASC – Paul McGhee	(937) 656-3805
DAASC Technical Support	Hotline Desk	(513) 296-5914
Prime Vendor Coordination	Keith Ford	(215) 737-2903
STORES Technical Support	STORES Help Desk	(800) 729-7869

1.2 EDI - How It Works

Orders are generated on a regular basis by the customer's requisition systems or keyed in by the customer and sent electronically to the vendor. The order data is passed through EDI translation software where it is converted into a standard structured format and a file is generated for the vendor. The system which performs this translation and transmission from the military customer's ordering point is the Subsistence Total Ordering and Receipting Electronic System (STORES).

Purchase orders are transmitted electronically to a network on a daily basis. The customer may order more than once a day. The network processes the files into the vendor's mailbox where the orders are held awaiting pick-up by the vendor. Replies are sent to the network by vendors to acknowledge that the transmission was received. These acknowledgments are picked up later by each customer's system. Each party communicates with the network which greatly simplifies the process.

When the network delivery to the vendor is complete, optimal use of the data by the vendor will be achieved when the vendor converts the purchase order data from the standard transmission format into their own internal format. Vendor processing can then occur without having to key the purchase order data.

Vendors provide initial and updated catalog item and price data via EDI. This data is transmitted to the Defense Personnel Support Center (DSCP) and not directly to the customer.

1.3 Parties Involved

There are approximately 220 military bases participating CONUS-wide with an approximate total of 500 purchasing locations. There will be an estimated 50 military bases participating in the European Theater with approximately 50 ordering locations. The central coordination for all activity is DSCP located in Philadelphia, PA. DSCP also has a support office in Europe, designated DSCP-E, which will play a role in Prime Vendor Europe.

Orders to be sent via EDI are determined by the customer's purchasing locations at the military base. These locations can be a dining facility, warehouse, depot, hospital, ship, child care center, or other facility. The purchasing locations are determined by the needs of the customer.

It is assumed that the participating vendor will handle via one EDI communication point all customer orders for any location within the contract geographical area. Other vendor or distributor's participation levels may be negotiable, and should be discussed with the DSCP EDI Coordinator.

1.4 Transaction Sets

When the customer sends the 850 Purchase Order to the vendor, a summary transaction is also sent to DSCP via EDI. This summary transaction contains only a total purchase order dollar amount and number

PRIME VENDOR PANAMA – ATTACHMENT 5

STORES EDI Information & 810 Transaction Set

of food items ordered. When the customer receives the goods ordered, quantities received are recorded using the STORES system. Once the receipts are approved and released, the 861 Receipt transaction set is used to send the details to DSCP. Vendors may receive copies of the 861 Receipt if desired.

Customers will not issue order cancellations via EDI. Vendors will not directly notify the customer of price changes, term changes, or deletions. The vendor sends this information via EDI to DSCP via the 832 Catalog transaction set. Once the appropriate updates are completed on the STORES MIS catalog, DSCP will send the 832 transaction set to all customers with the updated catalog information.

The EDI transaction sets are described in detail in later sections of this guideline. Vendors must be able to support the 850 Purchase Order, 832 Catalog, 997 Functional Acknowledgment, and, if desired, the 861 Receipt.

1.5 Software

All DSCP customers will be using the same EDI software and network to transmit orders. A standard system will be installed at all the participating military bases. Standard procedures have been implemented to ensure the distributed operations can be controlled and maintained from the central site in Philadelphia.

The vendor may select any software that supports the transaction sets currently traded and any sets that may be traded in the future.

1.6 Networks

Networks are used as a clearinghouse for all transmissions. Sending and receiving parties may work independently of each other by letting the network handle problems such as storage, communication incompatibilities, scheduling and retransmission.

DSCP pays the network charges for delivery of the customer's documents to the network. The vendor will pay the charges for delivery of the customer's documents from the network to the vendor's system. Vendors may access the network by various means. Access may be via dial-up modem or via an Internet utility.

Various means of carrying data among the customers, vendors, and DSCP are being considered at this point. Toll-free 1-800 lines will not be used overseas. Vendors will need to rely on other means of accessing STORES. One of the most likely scenarios uses the Internet to pass and receive transactions. This may require that the vendor use an Internet service provider to access STORES.

1.7 Standards

DSCP subscribes to the American National Standards Institute (ANSI) X12 standards. The version supported in the purchase order transaction set is Version 3 Release 4 Subrelease 2. Version 3060 may also be supported in future releases of STORES. ANSI X12 documentation may be obtained from:

EDI Support Services, Inc.
PO Box 203
Chardon, Ohio 44024
1-800-334-4912

Once a new version of standards has been adopted and documented, DSCP will evaluate the changes to determine the impact to the system. DSCP will progress to a new version of the standards as needs justify. In such instances, the old version of the standards will continue to be supported as long as seems practical and necessary.

When it is necessary to convert to a new version of standards, DSCP will contact all trading partners and will furnish the date when DSCP will be prepared to transmit and receive messages in the new format.

PRIME VENDOR PANAMA – ATTACHMENT 5

STORES EDI Information & 810 Transaction Set

Appropriate document layouts will also be furnished. Arrangements can be made through the DSCP EDI Coordinator to conduct a test transmission using the new version of standards.

Section 2.0 Trading Partner Setup

2.1 Legal

Before DSCP customers can progress from test to production mode with the purchase order transaction, an Electronic Purchase Agreement (EPA) should be ratified. An EPA is a contract between the vendor and DSCP to send and receive documents electronically and in no way interferes with the contract, general purchase agreement or Purchase order terms.

2.2 Phase I - Sample Test File

During the Sample Test Phase generic purchase orders will be sent to vendors to ensure capability of receiving the customer's orders. Similarly, catalog files will be sent from the vendor to DSCP to test catalog transmission. Verbal notification is given to indicate successful sends and receives.

PRIME VENDOR PANAMA – ATTACHMENT 5
STORES EDI Information & 810 Transaction Set

Section 3.0 Production Procedures

3.1 Outgoing Transmission Schedule

Currently, DSCP customers will only be transmitting outbound 850 purchase orders. Vendors will respond to 850 purchase orders with a 997 functional acknowledgment. Vendors will also send 832 Catalog transaction sets to DSCP. Additional transaction sets may be implemented at a future date. At that time the DSCP EDI coordinator will notify the customer and vendor with the appropriate information. DSCP customers and vendors have access to the network at any time. There is a scheduled batch process at DSCP which begins at 6:00 p.m. EST/EDT each day. Transactions received in Philadelphia, PA after that time will not be processed until the next day. Network overhead should be taken into account; allow 15 to 60 minutes depending on network traffic.

3.2 Verification of Transmission

DSCP customers expect the vendor to send a Functional Acknowledgment upon receiving an order transmission. Most systems can be programmed to send these automatically.

3.3 Problem Recovery During Production

During test mode, transmission problems are generally not recovered. After moving into production mode, delays, omissions, duplicates or any other type of error have to be addressed promptly. In the unlikely event that a delay lasts three days or longer, the DSCP customer will contact the vendor concerning the need to transmit hardcopy orders.

If the Interchange Control Number (ISA13 element) is received more than once, the vendor should not process the duplicate transmission. Although the DSCP standard software has the constraints to prevent sending out duplicate purchase orders, the vendor may still need to consider making a software check for purchase order numbers that may be inadvertently sent more than once.

It is DSCP's intent to successfully deliver data to the network for each vendor on each scheduled day. If the customer is unable to accomplish this by the agreed upon time, the customer will attempt to complete the delivery by no later than the next scheduled transmission. If the customer is reasonably confident of resolving the problem within that 24 hour period, there is no need to contact the receiving party.

If communications with the network fail due to a problem which is not corrected by the next scheduled transmission, the party experiencing the problem should evaluate the situation as soon as possible and discuss it with the other party. If a hardware or software problem appears to be of a magnitude to extend for more than three scheduled transmissions, an alternative means of communication may need to be chosen. Such situations will have to be evaluated on an individual basis to determine the proper

corrective action. If it is necessary to start conventional communications again, both parties should reestablish EDI as soon as possible for all subsequent messages.

The DSCP STORES Help Desk or DSCP Account Manager should be promptly contacted with operational concerns related to purchase order transactions.

PRIME VENDOR PANAMA – ATTACHMENT 5
STORES EDI Information & 810 Transaction Set

Section 4.0 EDI Transaction Sets

4.1 832 Catalog (Vendor to DSCP)

The 832 Catalog uses the standard EDI transaction set for the 832 Price/Sales Catalog. The yellow highlighted elements are new segments/elements that have been added to our current 832 catalog. The gray shaded elements were added in the last change to the map.

Please note: CTP04 (Catch weight multiple) is required if CTP05 (Unit of Measure) is "LB".

<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>	<i>M/O</i>	<i>Added</i>
ST Transaction Set Header	ST01	"832"		M	Original
	ST02	n/a		M	
BCT Beginning Segment for Price/sales Catalog	BCT01	"PC" - price catalog		M	Original
	BCT02	contract-number	13 AN	M	Original
DTM Date/Time Reference	DTM01	"152" - effective date of change		M	Original
	DTM02	update-date	Date	M	Original
	DTM03	update-time (HHMMSS)	time	M	Original
LIN Item Identification	LIN01	line-number	4 UI	M	Original
	LIN02	"SW" - stock number		M	Original
	LIN03	stock-number	13 AN	M	Original
	LIN04	"VP" - vendor part		O	Original
	LIN05	part-number	25 AN	O	Original
	LIN06	"ZZ" - mutually defined to indicate the type of change		M	Original
	LIN07	update-indicator "C" = Change "D" = Delete	1 AN	M	Original
	LIN08	"ZZ" - mutually defined to indicate economic indicator		M	Original
	LIN09	Economic indicator 0 = Large Bus. 1 = SB (Small business) 2 = SDB (Small disadvantaged business) 3 = WOSB (Women owned small business) 4 = VOSB (Veteran owned small business) 5 = SDVOSB (Service-disabled veteran owned small business) 6 = HZSB (Hub-Zone small business) 7 = Native Indian small business 8 = Native Hawaiian small business	2 AN	M	Original
REF Reference Identification					
	REF01	"ZZ" – Mutually defined	2 ID	O	JN8004
	REF02	"SO"	2 AN	O	JN8004
	REF03	Special Ordering Instructions	80 AN	O	JN8004
	REF01	"ZZ" – Mutually defined	2 ID	O	JN8004
	REF02	"FS"	2 AN	O	JN8004
	REF03	Foreign Source Indicator "Y"=Yes, "N"=No	1 AN	O	JN8004
	REF01	"ZZ" – Mutually defined	2 ID	O	JN8004
	REF02	"SK"	2 AN	O	JN8004
	REF03	Vendor SKU	20 AN	O	JN8004
	REF01	"ZZ" – Mutually defined	2 ID	M	JN9001
	REF02	"DU"	2 AN	M	JN9001
	REF03	DSCP Unique "Y"=Yes, "N"=No	1 AN	M	JN9001
PID Product/Item Description	PID01	"F" – free form		M	Original
	PID02	"GEN" - general		M	Original
	PID03	n/a			
	PID04	n/a			

PRIME VENDOR PANAMA – ATTACHMENT 5
STORES EDI Information & 810 Transaction Set

<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>	<i>M/O</i>	<i>Added</i>
	PID05	DSCP item-description	80 AN	M	Original
	PID06	n/a			
	PID07	n/a			
	PID08	DSCP Standard Acceptance "Y" = Yes, "N" = No	1 ID	M	JN8004
MEA Measurements	MEA01	"WA" = Waste		C*	JN9001
	MEA02	"T" = Tare Weight (Total weight of all packaging for item)	1 ID	C*	JN9001
	MEA03	Tare Weight Value	9,2 decimal	C*	JN9001
	MEA04	Tare Weight Unit of Measure	2 ID	C*	JN9001
	MEA01	"WA" = Waste	2 ID	C*	JN9001
	MEA02	"ZAL" = Aluminum (Total weight of aluminum packaging for item)	3 ID	C*	JN9001
	MEA03	Aluminum Weight Value	9,2 decimal	C*	JN9001
	MEA04	Aluminum Weight Unit of Measure	2 ID	C*	JN9001
	MEA01	"WA" = Waste	2 ID	C*	JN9001
	MEA02	"ZSN" = Tin (Total weight of tin packaging for item)	3 ID	C*	JN9001
	MEA03	Tin Weight Value	9,2 decimal	C*	JN9001
	MEA04	Tin Weight Unit of Measure	2 ID	C*	JN9001
	MEA01	"WA" = Waste	2 ID	C*	JN9001
	MEA02	"ZFL" = Paper (Total weight of paper and cardboard packaging for item)	3 ID	C*	JN9001
	MEA03	Paper Weight Value	9,2 decimal	C*	JN9001
	MEA04	Paper Weight Unit of Measure	2 ID	C*	JN9001
	MEA01	"WA" = Waste	2 ID	C*	JN9001
	MEA02	"VIN" = Plastic (Total weight of plastic packaging for item)	3 ID	C*	JN9001
	MEA03	Plastic Weight Value	9,2 decimal	C*	JN9001
	MEA04	Plastic Weight Unit of Measure	2 ID	C*	JN9001
	MEA01	"WA" = Waste	2 ID	C*	JN9001
	MEA02	"ZZZ" = Glass (Total weight of glass packaging for item)	3 ID	C*	JN9001
	MEA03	Glass Weight Value	9,2 decimal	C*	JN9001
	MEA04	Glass Weight Unit of Measure	2 ID	C*	JN9001
P04 Item Physical Detail	PO401	units-per-purchase-pack	4 UI	M	Original
	PO402	package-size	8 explicit decimal 2 "12345.78"	M	Original
	PO403	package-unit-of-measure	2 AN	M	Original
	PO404	packaging-code (Note: must = "AVG" if item is catch weight)	5 AN	M	Original
	PO406	Gross Weight	9,2 decimal	M	JN7002
	PO407	Gross Weight Unit	2 ID	M	JN7002
	PO408	Gross Volume	9,2 decimal	M	JN7002
	PO409	Gross Volume Unit	2 ID	M	JN7002
ITD Terms of Sale	ITD01	"16" - Prompt Payment Act		M	Original
	ITD02	n/a			
	ITD03	n/a			
	ITD04	n/a			
	ITD05	n/a			
	ITD06	n/a			
	ITD07	n/a			
	ITD08	n/a			
	ITD09	n/a			
	ITD10	n/a			
	ITD11	n/a			
	ITD12	Brand Name	40 AN	M	Original
LDT Lead Time	LDT01	Lead time code – "AU" = Shelf life (Mutually defined)	2 ID	O	JN7002
	LDT02	Shelf life (# of months or days)	3 Integer	O	JN7002
	LDT03	Shelf life Unit - "MO" = Month "DY" = Day	2 ID	O	JN7002
SAC Service, Promotion, Allowance, or Charge Information	SAC01	"A" = Allowance	1 ID	O	JN7002

PRIME VENDOR PANAMA – ATTACHMENT 5
STORES EDI Information & 810 Transaction Set

Segment	Element	Value	Size	M/O	Added	
CTP Pricing Information	SAC02	"C260" – Discount – Incentive (NAPA)	4 ID	O	JN7002	
	SAC05	NAPA Allowance (\$)	10,2 decimal	O	JN7002	
	SAC01	"A" = Allowance	1 ID	O	JN7002	
	SAC02	"C300" – Discount – Special (Food Show)	4 ID	O	JN7002	
	SAC05	Food Show Allowance (\$)	10,2 decimal	O	JN7002	
	SAC01	"A" = Allowance	1 ID	O	JN7002	
	SAC02	"C310" – Discount – (Promotional)	4 ID	O	JN7002	
	SAC05	Promotional Allowance (\$)	10,2 decimal	O	JN7002	
	SAC01	"C" = Charge	1 ID	M	JN7002	
	SAC02	"C330" – Distribution fee	4 ID	M	JN7002	
	SAC03	"ZZ" = Mutually defined	2 ID	M	JN7002	
	SAC04	Distribution fee category code	4 AN	M	JN7002	
	SAC05	Distribution fee for Unit of Measure	10,2 decimal	M	JN7002	
	CTP01	n/a				
	CTP02	"STA" - standard price			M	Original
CTP03	vendor-price (per unit of measure)	10 explicit decimal 2		M	Original	
CTP04	Catch weight multiple Number of units (in LB units) that must be ordered to purchase 1 case of product	6 Integer (entered for catch weight items only) otherwise blank		C**	JN7002	
CTP05	unit-of-measure (Note: must be "LB" if item is catch weight)	2 AN		M	Original	
CTP06	"SEL" Price Multiplier Qualifier	3		M	Original	
CTP07	ratio-numerator	4 UI		M	Original	
CTP08	ratio-denominator	4 UI		M	Original	
CTP Pricing Information	CTP01	n/a				
	CTP02	"PRO" = Producer's Price		M	JN9001	
	CTP03	Product price (per unit of measure)	10 explicit decimal 2	M	JN9001	
CTT Transaction Totals	CTT01	total number of line items	4 UI	M	Original	
SE Transaction Set Trailer	SE01	number of included segments		M	Original	
	SE02	transaction set control number		M	Original	

C* = Conditional: Element is required if catalog is used for Navy standard core menu.

C** = Conditional: Element is required if item is a Catch-weight item.

4.2 850 Purchase Order (Customer to Vendor)

All food ordering sites will use the 850 Purchase Order. Once the order is approved and released from the STORES system, the user will send the 850 to the vendor. Orders may be sent any number of times during the day. Once an order is received by the vendor, the vendor will send the 997 Functional Acknowledgment back to the customer. This will confirm that the order was successfully received by the vendor.

Segment	Element	Value	Size
ST Transaction Set Header	ST01	"850"	
	ST02	n/a	
BEG Beginning Segment for Purchase Order	BEG01	"00" – original	
	BEG02	"NE" - new order	
	BEG03	purchase-order-number	14 AN
	BEG04	contract -order-number	4 AN
	BEG05	contract-order-date	date
	BEG06	contract-number	13 AN
DTM Date/Time Reference	DTM01	"002" delivery requested	

PRIME VENDOR PANAMA – ATTACHMENT 5
STORES EDI Information & 810 Transaction Set

Segment	Element	Value	Size
	DTM02	required-delivery-date	6 AN
N1 Name	N101	“ST” ship to	
	N102	n/a	
	N103	“10” - Department of Defense Activity Address Code (DoDAAC)	2 AN
	N104	ship-to-dodaac	6 AN
N2 Additional Name Information	N201	ship-to-facility name or number	35 AN
	N202	ship-to-building name or number	35 AN
N3 Address Information	N301	ship-to-address-1	35 AN
	N302	ship-to-address-2	35 AN
N4 Geographic Location	N401	ship-to-city	25 AN
	N402	ship-to-state	2 AN
	N403	ship-to-zip	9 UI
PO1 Baseline Item	PO101	line-item-number	4 UI
	PO102	quantity	5 UI
	PO103	unit-of-measure	2 AN
	PO104	vendor-selling-price	10 explicit decimal 2 “1234567.90”
	PO105	n/a	
	PO106	“VP” - vendor part	
	PO107	vendor-part-number	25 AN
	PO108	“SW” - stock-number	15 AN
	PO109	stock-number	15 AN
	PO110	“ZZ” - mutually defined	
	PO111	FIC	3 AN
PID Production/Item Description	PID01	“F” - free form	
	PID02	n/a	
	PID03	n/a	
	PID04	n/a	
	PID05	DSCP item-description	80 AN
CTT Transaction Totals	CTT01	line-item-number	4 UI
	CTT02	total-purchase-order-dollar	12 explicit decimal 2
	SE01	number of included segments	
	SE02	transaction set control number	

4.3 861 Receipt

The 861 Receipt uses the standard EDI transaction set for the 861 Receipt Advice. At each food ordering location, once the goods have been received, the user records the quantity received, approves and releases the receipts to DSCP. This information is formatted in the 861 transaction set. Each 850 Purchase Order will have a matching 861 Receipt. All 861 Receipts will be sent from the customer to DSCP to be forwarded to DSCP’s DISMS system for vendor payment. In addition, the Prime Vendor may request to receive a copy of the 861 Receipt.

Segment	Element	Value	Size
ST Transaction Set Header	ST01	“861”	3 ID
	ST02	n/a	
BRA Beginning Segment for Receiving Advice	BRA01	P.O. number	14 AN
	BRA02	date received (YYMMDD)	6 DT
	BRA03	“00”	2 ID
	BRA04	“1”	1 ID

PRIME VENDOR PANAMA – ATTACHMENT 5
STORES EDI Information & 810 Transaction Set

<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>
REF Reference Numbers	REF01	“1”=order num “CT”=contract num	2 ID
	REF02	either order num or contract num	1-30 AN
DTM Date and Time Reference	DTM01	“002”	3 ID
	DTM02	required delivery date (RDD) (YYMMDD)	6 DT
N1 Name	N101	“ST”	2 ID
	N102	ship-to DODAAC	1-35 AN
	N103	“10”	2 ID
	N104	supplemental DODAAC	2-17 AN
RCD Receiving Conditions	RCD01	CLIN	1-11 AN
	RCD02	quantity received	1-9 R
	RCD03	“ZZ”	2 ID
	RCD04	STORES software version	1-9 R
	RCD05	“ZZ”	2 ID
	RCD06	quantity ordered	1-9 R
	RCD07	“ZZ”	2 ID
	RCD08	vendor price	1-9 R
LIN Item Identification	LIN01	CLIN	1-11 AN
	LIN02	“A4”	2 ID
	LIN03	DSCP stock number	1-30 AN
REF Reference Numbers - to identify Document Number, Signal and Fund Codes	REF01	“ZZ” = document number “T4” = signal code “FU” = fund code	2 ID
	REF02	either document number, signal code, or fund code	1-30 AN
	REF03	n/a	
CTT Transaction Totals	CTT01	number of line items	1-6 NO
	CTT02	total dollar value	1-10 R
SE Transaction Set Trailer	SE01	number of included segments	1-10 NO
	SE02	transaction set control number	4-9 AN

PRIME VENDOR PANAMA – ATTACHMENT 5
STORES EDI Information & 810 Transaction Set

PART B



810 Transaction Set
Version 3050 Electronic Invoice
REVISED
7/30/98

PRIME VENDOR PANAMA – ATTACHMENT 5
 STORES EDI Information & 810 Transaction Set

810 INVOICE VERSION 3050 FUNCTION GROUP=IN

This Draft Standard for Trial Use contains the format and establishes the data contents of the Invoice. Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. The transaction set can be used to provide for customary and established business and industry practice relative to the billing for goods and services provided.

Prime Vendor(s) NOTE: Certain data segments will require data transmitted as it appears on the Purchase Order. **Reference page 1A.**

TABLE 1			
<u>POS NO</u>	<u>SEG ID</u>	<u>DESCRIPTION</u>	<u>REQ</u>
010	ST	Transaction Set Header	M
020	BIG	Beginning Segment for Invoice	M
<u>Loop I.D. – N1</u>			
070	N1	Name	O (M for DSCP)
110	REF	Reference Number	O (M for DSCP)
130	ITD	Terms of Sale	O
140	DTM	Date/Time Reference	O (M for DSCP)
<u>TABLE 2</u>			
010	IT1	<u>Loop I.D. – IT1</u> Baseline Item Data (Invoice)	O (M for DSCP)
<u>TABLE 3</u>			
010	TDS	Total Monetary Value Summary	M
<u>Loop I.D. - SAC</u>			
040	SAC	Service, Charge Information	O
<u>Loop I.D. – ISS</u>			
070	CTT	Transaction Totals	O (M for DSCP)
080	SE	Transaction Set Trailer	M

PRIME VENDOR PANAMA – ATTACHMENT 5
 STORES EDI Information & 810 Transaction Set

1A

SEG ID ST Transaction Set Header
 POS NO 010
 REQ DES Mandatory
 MAX USE 1

PURPOSE Indicates the start of transaction set and to assign a control number

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
ST01	143	Transaction Set Identifier Code Code uniquely identifying a Transaction set. 810 X12.2 Invoice	M/Z	ID	3/3
ST02	329	Transaction Set Control Number Identifying control number that must be unique within the Transaction set functional group assigned by the originator For a transaction set	M	AN	4/9
NOTE:					
The transaction set identifier (ST01) used by the translation routine of interchange partners to select the appropriate transaction set definition. (e.g. 810 selects the invoice transaction set)					

EXAMPLE

ST*810*000004110

PRIME VENDOR PANAMA – ATTACHMENT 5
STORES EDI Information & 810 Transaction Set

SEG ID BIG Beginning Segment for Invoice
 POS No 020
 REQ DES Mandatory
 MAX USE 1

PURPOSE Indicates the beginning of an invoice transaction set and to
 Transmit identifying numbers and dates

DATA ELEMENT SUMMARY						
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH	
BIG01	373	Invoice Date (YYMMDD) * Date of the invoice			M/Z	DT 6/6
BIG02	76	Invoice Number Identifying number assigned by issuer		M	AN	1/8
BIG04	324	Contract Number (PIIN) SP030098D1234 0 = numeric zero			M	AN 13/13
BIG05	328	Release Number/Call (e.g. 063A)			M	AN 4/4
BIG07	640	Transaction Type Code DI= Debit Invoice		M	ID	2/2
BIG08	353	Transaction Set Purpose Code ZZ = Mutually Defined			M	ID 2/2
NOTE:						
BIG04 - Do not transmit dashes or slashes						
BIG08 – Applied to Invoices for “PRIME VENDORS ONLY”						
** Non-Prime Vendors do not use BIG08						

EXAMPLE	
P.V. transmits	BIG*980303*DSCP1111**SP030098D1234*063A**DI*ZZ
Non P.V.	BIG*980303*DSCP1111**SP030098D1234*063A**DI

PRIME VENDOR PANAMA – ATTACHMENT 5
 STORES EDI Information & 810 Transaction Set

Loop Repeat 200

SEG ID N1 Loop ID
 POS NO 070
 REQ DES Optional (Mandatory for DSCP)
 MAX USE 1

PURPOSE Identify a party by type of organization, name and code

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
N101	98	Entity Identifier Code ST = Ship To	M	ID	2/2
N102	93	Name (e.g. FT Sam Houston TX)	X	AN	1/35
N103	66	Identification Code Qualifier 10 = Dept of Defense Activity Address Code (DoDAAC)	X	ID	2/2
N104	67	Identification Code/DoDAAC (e.g. FT9068)	X	AN	6/6

EXAMPLE

N1*ST*FT SAM HOUSTON TX*10*FT9068

PRIME VENDOR PANAMA – ATTACHMENT 5
STORES EDI Information & 810 Transaction Set

SEG ID REF Reference Number
 POS NO 110
 REQ DES Optional (Mandatory for DSCP)
 MAX USE 12

PURPOSE Specify identifying numbers (DSCP-Purchase Order Number)

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
REF01	128	Reference I.D. Qualifier RQ = Purchase Requisition Number		M	ID 2/2
REF02	127	Reference I.D. / Purchase Order No. (e.g. FT906880631234)		X	AN 14/14

EXAMPLE

REF*RQ*FT906880631234

PRIME VENDOR PANAMA – ATTACHMENT 5
 STORES EDI Information & 810 Transaction Set

SEG ID ITD Terms of Sale
 POS NO 130
 REQ DES Optional ** See Note Below
 MAX USE >1

PURPOSE To specify terms of sale

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REG	TYPE	LENGTH
ITD01	336	Terms Type Code 16 = Prompt Payment Act		O	ID 2/2
ITD03	338	Terms Discount Percent Terms discount percentage, expressed as A percent, available to the purchaser if an Invoice is paid on or before the terms days due (e.g. 2% = 00.020)		O	R3 1/6
ITD04	370	Terms Discount Due Date (YYMMDD)		O	DT 6/6
ITD05	351	Terms Discount Days Due Number of days in the terms discount period By which payment is due if terms discount is earned (e.g. 15 = 015)		X	N 3/3

NOTE:
 Use only "IF" Contract Terms are better than current Contract Terms and Conditions in
 DSCP Contracts

EXAMPLE

ITD*16**00.020*980310*015
 Decimal uses one position in Length. Zero fill ITD03 and ITD05

PRIME VENDOR PANAMA – ATTACHMENT 5
 STORES EDI Information & 810 Transaction Set

SEG ID DTM Date/Time Reference
 POS NO 140
 REQ DES Optional (Mandatory for DSCP)
 MAX USE 10

PURPOSE To specify pertinent dates and times

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
DTM01	374	Date/Time Qualifier 011 = Shipped	M	ID	3/3
DTM02	373	Date (YYMMDD)	X	DT 6/6	

EXAMPLE

DTM*011*980301

PRIME VENDOR PANAMA – ATTACHMENT 5
STORES EDI Information & 810 Transaction Set

PRIME VENDORS ONLY!!!

Loop Repeat 200000

SEG ID IT1 Baseline Item Data (Invoice)
 POS NO 010
 REQ DES Optional (Mandatory for DSCP)**See Note Below
 MAX USE 1
 PURPOSE Specify the basic and most frequently used line item data
 (CLIN level) for the invoice and related transactions

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
IT101	350	Assigned Identification Contract Line Item Number (CLIN) **(e.g. 0001)	O/Z	AN	4/6
IT102	358	Quantity Invoiced (e.g. 10 = 000000010)	X	N	1/9
IT103	355	Unit or Basic Measurement	X	ID	2/2
IT104	212	Price-extended CLIN \$\$ Amt *decimal uses one position length (e.g. 25.50 = 0000025.50)	X	R2	1/10
IT106	235	Product/Service I.D. Qualifier FS = National Stock Number	X	ID	2/2
IT107	234	Product/Service I.D. NSN (e.g. 891500E210123)	X	AN	13/13
IT108	235	Product/Service I.D. Qualifier ZZ = Mutually Defined	X	ID	2/2
IT109	234	Product/Service I.D. PV = Prime Vendor	X	AN	2/2

NOTE: PRIME VENDORS ONLY::: Data required in all segments.

EXAMPLE

IT1*0001 *10*CA**0000025.50**FS*891500E210123*ZZ*PV
Refer to page 1A “IF” CLIN was NOT shipped- (e.g. zero fill quantity and price field)

PRIME VENDOR PANAMA – ATTACHMENT 5
 STORES EDI Information & 810 Transaction Set

NON-PRIME VENDORS ONLY!!!

Loop Repeat 200000

SEG ID IT1 Baseline Item Data (Invoice)
 POS NO 010
 REQ DES Optional (Mandatory for DSCP) **See Note Below
 MAX USE 1

PURPOSE Specify the basic and most frequently used line item data
 (CLIN level) for the invoice and related transactions

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
IT101	350	Assigned Identification Contract Line Item Number (CLIN) (e.g. 0001)	O/Z	AN	4/6
IT102	358	Quantity Invoiced (e.g. 10 = 000000010)		X N	1/9
IT103	355	Unit or Basic Measurement	X	ID	2/2
IT104	212	Unit Price Amount *decimal uses one position length (e.g. 2.50 = 0000002.50)		X R2	1/10
IT106	235	Product/Service I.D. Qualifier FS = National Stock Number	X	ID	2/2
IT107	234	Product/Service I.D. (e.g. 891500E210123)		X AN	13/13
NOTE: NON PRIME VENDORS ONLY::: Data required in all of the above segments.					
EXAMPLE					
IT1*0001 *10*CA*0000002.50*FS*891500E210123					

PRIME VENDOR PANAMA – ATTACHMENT 5
 STORES EDI Information & 810 Transaction Set

SEG ID TDS Total Monetary Value Summary
 POS NO 010
 REQ DES Mandatory
 MAX USE 1

PURPOSE Specify the total dollar amount of the invoice

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
TDS01	610	Amount of Total Invoice (e.g. 123.45 = 0000012345)		M	N2 1/10

EXAMPLE
TDS*0000012345

PRIME VENDOR PANAMA – ATTACHMENT 5
 STORES EDI Information & 810 Transaction Set

Loop Repeat 25

SEG ID SAC Service, Promotion, Allowance, or Charge Information
 POS NO 040
 REQ DES Optional
 MAX USE 1

PURPOSE To request or identify a service, promotion, allowance, or charge

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
SAC01	248	Allowance or Charge Indicator C = Charge	M/Z	ID	1/1
SAC05	610	Total Amount of Service (e.g. 30.50 = 0000003050)	O/Z	N2	1/10

EXAMPLE
SAC*C****0000003050

PRIME VENDOR PANAMA – ATTACHMENT 5
 STORES EDI Information & 810 Transaction Set

SEG ID CTT Transaction Totals
 POS NO 070
 REQ DES Optional (Mandatory for DSCP)
 MAX USE 1

PURPOSE To transmit a hash total for a specific element in
 The transaction set

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
CTT01	354	Number of CLIN Line Items Invoiced	M	No	1/6

EXAMPLE

CTT*125

PRIME VENDOR PANAMA – ATTACHMENT 5
 STORES EDI Information & 810 Transaction Set

SEG ID SE Transaction Set Trailer
 POS NO 080
 REQ DES Mandatory
 MAX USE 1

PURPOSE Indicates the end of the transaction set and provide the count of the Transmitted segments (including the beginning (ST) and ending (SE) segments)

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
SE01	96	Number of Included Segments	M	N	1/10
SE02	329	Transaction Set Control Number	M	AN	4/9

EXAMPLE

SE*30*000004110

**ATTACHMENT 5a
STARTS ON THE
FOLLOWING PAGE**

PRIME VENDOR PANAMA – ATTACHMENT 5a

832 Catalog (Vendor to DSCP) – Proposed Modifications to Common Food Management System (CFMS) elements

832 Catalog (Vendor to DPSC) – Proposed modification for CFMS elements

The 832 Catalog uses the standard EDI transaction set for the 832 Price/Sales Catalog. The highlighted elements are new segments/elements that have been added to our current 832 catalog.

Please note: CTP04 (Catch weight multiple) is required if CTP05 (Unit of Measure) is "LB".

<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>
ST Transaction Set Header	ST01	“832”	
	ST02	n/a	
BCT Beginning Segment for Price/sales Catalog	BCT01	“PC” - price catalog	
	BCT02	contract-number	13 AN
DTM Date/Time Reference	DTM01	“152” - effective date of change	
	DTM02	update-date	date
	DTM03	update-time (HHMMSS)	time
LIN Item Identification	LIN01	line-number	4 UI
	LIN02	“SW” - stock number	
	LIN03	stock-number	13 AN
	LIN04	“VP” - vendor part	
	LIN05	part-number	25 AN
	LIN06	“ZZ” - mutually defined to indicate the type of change	
	LIN07	update-indicator	1 AN
	LIN08	“ZZ” - mutually defined to indicate economic indicator	
	LIN09	economic indicator	2 AN
PID Product/Item Description	PID01	“F” - free form	
	PID02	“GEN” - general	
	PID03	n/a	
	PID04	n/a	
	PID05	DSCP item-description	80 AN
P04 Item Physical Detail	PO401	units-per-purchase-pack	4 UI
	PO402	package-size	8 explicit decimal 2 “12345.78”
	PO403	package-unit-of-measure	2 AN
	PO404	packaging-code	5 AN
	PO406	Gross Weight	9,2 decimal

PRIME VENDOR PANAMA – ATTACHMENT 5a

832 Catalog (Vendor to DSCP) – Proposed Modifications to Common Food Management System (CFMS) elements

<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>
	(New elements - Currently not used)		
	PO407	Gross Weight Unit	2 ID
	PO408	Gross Volume	9,2 decimal
	PO409	Gross Volume Unit	2 ID
ITD Terms of Sale	ITD01	“16” - Prompt Payment Act	
	ITD02	n/a	
	ITD03	n/a	
	ITD04	n/a	
	ITD05	n/a	
	ITD06	n/a	
	ITD07	n/a	
	ITD08	n/a	
	ITD09	n/a	
	ITD10	n/a	
	ITD11	n/a	
	ITD12	Brand Name	40 AN
LDT Lead Time	(New segment - Currently not used)		
	LDT01	Lead time code – "AU" = Shelf life (Mutually defined)	2 ID
	LDT02	Shelf life (# of months or days)	3 Integer
	LDT03	Shelf life Unit - "MO" = Month "DY" = Day	2 ID
SAC Service, Promotion, Allowance, or Charge Information	(New segment - Currently not used)		
	SAC01	"A" = Allowance	1 ID
	SAC02	"C260" – Discount – Incentive (NAPA)	4 ID
	SAC05	NAPA Allowance (\$)	10,2 decimal
	SAC01	"A" = Allowance	1 ID
	SAC02	"C300" – Discount – Special (Food Show)	4 ID
	SAC05	Food Show Allowance (\$)	10,2 decimal
	SAC01	"A" = Allowance	1 ID
	SAC02	"C310" – Discount – (Promotional)	4 ID
	SAC05	Promotional Allowance (\$)	10,2 decimal
	SAC01	"C" = Charge	1 ID
	SAC02	"C330" – Distribution fee	4 ID

PRIME VENDOR PANAMA – ATTACHMENT 5a

832 Catalog (Vendor to DSCP) – Proposed Modifications to Common Food Management System (CFMS) elements

<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>
	SAC04	Distribution fee category code	4 AN
	SAC05	Distribution fee for Unit of Measure	10,2 decimal
CTP Pricing Information	CTP01	n/a	
	CTP02	“STA” - standard price	
	CTP03	vendor-price	10 explicit decimal 2
	CTP04 (Currently "NA")	Catch weight multiple Number of units (in LB units) that must be ordered to purchase 1 case of product	6 Integer (entered for catch weight items only) otherwise blank
	CTP05	unit-of-measure	2 AN
	CTP06	“SEL” Price Multiplier Qualifier	3
	CTP07	ratio-numerator	4 UI
	CTP08	ratio-denominator	4 UI
CTT Transaction Totals	CTT01	total number of line items	4 UI
SE Transaction Set Trailer	SE01	number of included segments	
	SE02	transaction set control number	

Sample Subcontracting Plan

**ATTACHMENT 6
STARTS ON THE
FOLLOWING PAGE**

PRIME VENDOR PANAMA – ATTACHMENT 6

Sample Subcontracting Plan

THE ATTACHED GUIDE WAS DEVELOPED AS A CHECKLIST TO BE USED BY CONTRACTORS IN THE PREPARATION OF A SMALL BUSINESS SUBCONTRACTING PLAN IN ACCORDANCE WITH THE REQUIREMENTS OF PUBLIC LAW 95-507. THE GUIDE ADDRESSES THE SIX MANDATORY ELEMENTS OF A SUBCONTRACTING PLAN AS SET FORTH IN FAR CLAUSE 52.219-9(D) AND SUPPLEMENTAL INFORMATION REQUIRED BY SECTION 1207 OF P.L. 99-661, CONTRACT GOAL FOR MINORITIES. IT IS INTENDED AS A TOOL TO ASSIST CONTRACTORS IN THE DEVELOPMENT OF AN ACCEPTABLE SUBCONTRACTING PLAN AND TO FACILITATE THE REVIEW BY THE CONTRACTING OFFICER, THE DSCP AND DEFENSE CONTRACT MANAGEMENT AGENCY (DCMA) SMALL BUSINESS SPECIALISTS AND THE SMALL BUSINESS ADMINISTRATION PROCUREMENT CENTER REPRESENTATIVE.

- Notes: 1) Vendor Representations for Hub Zone Small Business and Small Disadvantaged Business requires SBA certification.
- 2) The features of the former SBA PRO-Net site are now available only via the Department of Defense (DoD) Central Contractor Registration (CCR). The CCR “Dynamic Small Business” function performs the same searches as PRO-Net, and the “Supplemental Pages” will register/update the associated SBA profile if the firm is a small business.

THIS HANDOUT IS TO BE USED ONLY AS A REFERENCE TOOL IN PREPARING A SUBCONTRACTING PLAN.

PRIME VENDOR PANAMA – ATTACHMENT 6

Sample Subcontracting Plan
SUBCONTRACTING PLANS

The Federal Acquisition Regulation, Clause 52-219.9 cites the six elements that each Subcontracting Plan must contain, i.e., goals; name and duties of the individual who will administer the plan; a description of efforts; flow down clause; reports and records.

Goals: expressed in terms of percentages and dollars of the total contract value that are planned to be subcontracted to small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business and women-owned small business concerns that are realistic.

Administration: Name, title, and position within the corporate structure; duties and responsibilities of the individual who will administer the subcontracting program.

Description of Efforts: Describe steps to be taken to ensure equitable opportunities to small, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business and women-owned small business concerns.

Flow down Clause: Requirement for subcontracts that offer further subcontracting opportunities and for subcontracts in excess of \$500,000.

Reports: Requirement to submit periodic reports

Records: Requirement to maintain records on adopted procedures to comply with requirements and goals in the plan.

The following information will assist you in determining what type of plan would be most beneficial for your company to submit.

INDIVIDUAL SUBCONTRACTING PLAN:

This type of plan covers the entire contract period (including option years however separate goals are required for the base year and each option year); applies to a specific acquisition; and has goals based on planned subcontracting for the specific contract except indirect costs, incurred for common or joint purposes, may be allocated on a prorated basis to the contract. The plan shall address all six elements as cited above. The plan when approved and incorporated into the contract will remain in effect until the contract has been completed.

MASTER SUBCONTRACTING PLAN:

This type of plan contains all the required elements of an individual plan, except goals. It can be submitted on a plant-wide or division-wide basis with no specific acquisition identified. The subcontracting goals and any deviations from the approved plan shall be identified by the offeror as an addendum to the approved Master Plan. The offeror will be required to provide the Procuring Contracting Officer (PCO) with copies of the approved Master Plan along with the addendum which cites the goals and deviations, if any. The approved master plan and the addendum are formulated into an individual subcontracting plan, which can be identified with a specific acquisition. A master plan is effective for a three-year period after approval by the Administrative Contracting Officer (ACO). The master plan, when incorporated in an individual plan, applies throughout the life of the contract.

PRIME VENDOR PANAMA – ATTACHMENT 6**Sample Subcontracting Plan
COMMERCIAL PRODUCTS SUBCONTRACTING PLAN:**

This type of plan is submitted on a plant-wide or division-wide basis with no specific acquisition identified. A commercial product means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the opinion of the Contracting Officer, differs only insignificantly from the contractor's commercial product. The plan addresses all six elements as cited above. If a commercial product is offered, the subcontracting plan covers the company's production generally, both for government contracts and for regular commercial sales. The plan will remain in effect for the entire fiscal year for all government contracts in effect during the period. It is preferred that the plan coincide with the government's fiscal year since the activity under this type of plan is reported once a year on the SF 295. The contractor is required to submit a new commercial plan, 30 working days before the end of the fiscal year to the contracting officer. It is the contractor's responsibility to insure that it has an approved commercial plan on file for each year of contract performance.

DEFINITIONS

SMALL BUSINESS CONCERN: A small business is a concern, including its affiliates, which is organized for profit; independently owned and operated; not dominant in the field of operation in which it is competing; and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration.

HUB Zone: A historically underutilized business zone is an area located within one or more qualified census tracts, qualified non-metropolitan counties, or lands within the external boundaries of an Indian reservation.

HUB ZONE SMALL BUSINESS CONCERN: A small business concern that is located in an "historically underutilized business zone;" is owned and controlled by one or more U. S. Citizens; and at least 35% of its employees reside in the HUB Zone. Status as a qualified HUB Zone small business concern is determined by the Small Business Administration (SBA). If the SBA determines that a concern is a qualified HUB Zone small business, it will issue a certification to that effect and will add the company to the List of Qualified HUB Zone Small Business Concerns on its Internet site at www.sba.gov/hubzone. The concern must be listed to be considered a HUB Zone small business concern. The HUB Zone application can be obtained from the same web site. HUB Zone certification will also appear in the company's profile listed in the DoD Central Contractor Registration (CCR) database at www.ccr.gov "Dynamic Small Business Search."

SMALL DISADVANTAGED BUSINESS CONCERN (SDB): A small business concern (1) which is at least 51% owned by one or more socially and economically disadvantaged individuals: or, in the case of any publicly owned business, at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more such individuals. The term "socially disadvantaged" means individuals who have been subjected to racial or ethnic prejudice or cultural bias because of identity as a member of groups without regard to their individual qualities. The following individuals are presumed to be socially disadvantaged: Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Subcontinent Asian Americans. The term "economically disadvantaged" means socially disadvantaged individuals whose ability to compete in the free enterprise systems is impaired due to diminished capital and credit as compared to others in the same/similar line of business and, as a result, have been or are likely to be precluded from successfully competing in the open market. A socially disadvantaged individual whose personal net worth does not exceed \$750,000 (\$250,000 for certification under the SBA Section 8 (a) Program), excluding his/her ownership interest in the company and equity in his/her personal residence is considered to be economically disadvantaged.

PRIME VENDOR PANAMA – ATTACHMENT 6

Sample Subcontracting Plan

Application for SDB certification can be obtained at www.sba.gov/sdb. SDB certification will appear in the company's profile listed in the DoD Central Contractor Registration (CCR) database at www.ccr.gov "Dynamic Small Business Search."

WOMAN-OWNED SMALL BUSINESS CONCERN: A small business concern that is at least 51% owned by one or more women; or in the case of any publicly owned business, at least 51% of the stock is owned by one or more women AND whose management and daily business operations are controlled by one or more women.

SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERN

- (1) A small business concern –
 - (i) not less than 51% of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51% of the stock of which is owned or one or more service-disabled veterans; and
 - (ii) the management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

VETERAN-OWNED SMALL BUSINESS CONCERN

- A small business concern –
- (i) not less than 51% of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51% of the stock of which is owned by one or more veterans; and
 - (ii) the management and daily operations of which are controlled by one or more veterans.

SUBCONTRACT: Means any agreement (other than one involving an employee-employer relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies and/or services required for performance of the contract or subcontract.

PRIME VENDOR PANAMA – ATTACHMENT 6

Sample Subcontracting Plan
SUBCONTRACTING PLAN

Date: _____

CONTRACTOR: _____

ADDRESS: _____

SOLICITATION #: _____

END ITEM/SERVICE _____

Fill in Applicable Section:

Type of Plan

1. Master Subcontracting Plan

_____ Plant/Distribution Site

_____ Division

2. Commercial Subcontracting Plan

_____ Plant/Distribution Site

_____ Division

3. _____ Individual Contract Plan Total Contract Dollar Value _____

Complete the following if submitting a Commercial Subcontracting Plan.

Company/Division's Fiscal Year

FROM: _____ TO: _____
(Month/Year) (Month/Year)

Total Estimated FY Dollar Value: \$ _____

PRIME VENDOR PANAMA – ATTACHMENT 6

Sample Subcontracting Plan

In accordance with FAR Clause 52.219-9 – The offeror’s subcontracting plan shall include, at a minimum, the following:

1. Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged and women owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. For individual contract plans, the total dollars to be subcontracted are stated. For commercial plans, the total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales are stated.
2. The suggested format for percentage and dollar goals follows:

	<u>DOLLARS</u>	<u>PERCENT</u>
<i>Total To Be Subcontracted</i>	\$ _____	_____ %
A. To Large Business	\$ _____	_____ %*
B. To Small Business	\$ _____	_____ %*
1. To Veteran-Owned Small Business**	\$ _____	_____ %**
2. To Service-Disabled Veteran-Owned Small Business**	\$ _____	_____ %*
3. To HUB Zone Small Business**	\$ _____	_____ %*
4. To Small Disadvantaged Business**	\$ _____	_____ %*
5. To Women-Owned Small Business**	\$ _____	_____ %*

* Divided into Total to be Subcontracted

**Subset of B

3. A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, and women-owned small business concerns. (Note: Identify all supplies and services to be subcontracted. Further identify which of those supplies and services will be provided by (a) small business(SB), (b) veteran-owned small business(VOSB), (c) service-disabled veteran-owned small business(SDVOSB); (d) HUB Zone small business(HBZSB), (e) small disadvantaged business(SDB)and (f) and women owned small business(WOSB).
4. A description of the method used to develop the subcontracting goals in item 2 above.
5. A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, SBA PRO-Net information accessed at the DoD Central Contractor Registration www.ccr.gov “Dynamic Small Business Search”, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUB Zone small business, small disadvantaged business and women-owned small business concern trade associations). Information referenced in the supplemental pages to the CCR’s “Dynamic Small Business Search” can be relied upon as an accurate representation of a concern’s size and ownership for the purposes of maintaining a small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business and women-owned small business source list. Use of the CCR “Dynamic Small Business Search” as its source lists does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

PRIME VENDOR PANAMA – ATTACHMENT 6

Sample Subcontracting Plan

6. A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged, and women-owned small business concerns.
7. The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
8. A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business and women owned small business concerns have an equitable opportunity to complete for subcontracts. (This element shall include, but shall not be limited to, the following:)

In order to effectively implement this plan to the extent consistent with efficient contract performance, the contractor shall perform the following functions:

- a. Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged, and women owned small business concerns by arranging solicitations, time for preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
 - b. Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged, and women owned small business concerns in all "make or buy" decisions.
 - c. Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged and women owned business concerns.
 - d. Provide notice to subcontractors regarding penalties and remedies for misrepresentations of business status as small business, veteran-owned small business, HUB Zone small business, small disadvantaged business or women-owned small business for the purpose of obtaining a subcontract.
9. Assurances that the offeror (I) will include the clause in this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and (ii) will require all subcontractors (except small business concerns) that receive subcontracts in the excess of \$500,000 (\$1,000,000 for construction of any public facility), to adopt a plan similar to the plan agreed to by the offeror.
 10. Assurances that the offeror will (i) cooperate in any studies or surveys as may be required; (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan; (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms. The reports shall provide information on subcontract awards to small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, woman-owned small business, and when applicable, Historically Black

PRIME VENDOR PANAMA – ATTACHMENT 6

Sample Subcontracting Plan

Colleges and Universities and Minority Institutions. The offeror also must ensure that its subcontractors agree to submit Standard Forms 294 and 295.

11. Recitation of the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of its efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

- a. Source lists (i.e., CCR “Dynamic Small Business Search), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, and women-owned small business concerns.
- b. Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, and women-owned small business concerns.
- c. Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating whether (A) small business concerns were solicited and if not, why not, (B) Veteran-owned small business were solicited and if not, why not, (C) service-disabled veteran-owned small business were solicited and if not, why not, (D) HUB Zone small business concerns were solicited and if not, why not, (E) small disadvantaged business concerns were solicited and if not, why not, (F) women-owned small business concerns were solicited and if not, why not, and (G) if applicable, the reason award was not made to a small business, veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, or women-owned small business concern.
- d. Records of any outreach efforts to contact (A) trade associations; (B) business development organizations; (C) conferences and trade fairs to locate small, HUB Zone small business, small disadvantaged and women owned small business concerns and (D) veterans service organizations.
- e. Records of internal guidance and encouragement provided to buyers through (A) workshops, seminars, training, etc. and (B) monitoring performance to evaluate compliance with the program’s requirements.
- f. On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address and business size of each subcontractor. Contractors having company or division-wide annual commercial plans need not comply with this requirement.
- g. SUPPLEMENTAL INFORMATION

Section 1207 of Public Law 99-661, Contract Goal for Minorities, supplements FAR Clause 52.219-9. Offerors are required to:

- a. Establish a subcontracting goal of 5% for small disadvantaged businesses.
- b. Identify efforts to provide technical assistance to SDB’s.
- c. Include a statement that Historically Black Colleges and Universities (HBCU’s) and other Minority Institutions (MI’s) will be considered when developing SDB goals, when applicable.

PRIME VENDOR PANAMA – ATTACHMENT 6

Sample Subcontracting Plan

SIGNATURE: _____
(EXECUTIVE OF COMPANY *)

TYPED NAME: _____

TITLE: _____

COMPANY: _____

DATE: _____

PLAN ACCEPTED BY: _____ DATE: _____
(CONTRACTING OFFICER)

AGENCY: _____

* THE INDIVIDUAL SIGNING THE PLAN SHOULD BE AN EXECUTIVE OF THE COMPANY AND NOT THE DESIGNATED PLAN ADMINISTRATOR.

NOTE TO CONTRACTING OFFICER: UPON INCORPORATION OF A PLAN INTO THE CONTRACT, INDICATE HEREIN THE DOLLAR VALUE OF THE CONTRACT
\$ _____

DATE THAT PLAN WAS FORWARDED TO COGNIZANT DCMA OFFICE. _____

PRIME VENDOR PANAMA – ATTACHMENT 7

Sample Invoice/Quote for Required Submission

**ATTACHMENT 7
STARTS ON THE
FOLLOWING PAGE**

ABC Company, Inc.
 123 Main Street
 Any Town, Any State Zip Code

Official Manuf. / Grower Letterhead

Date (Must be within 45 days prior to the date specified for receipt of offers)

Date: 19 November 2009

Subject: Quote Requirements for Panama Solicitation SPM300-09-R-0066

Item #	Item NSN	Item Description	DSCP UOI	Brand	SKU	Pack Size	UOM	Gross Product Wgt Per UOM	Qty	Product Price (FOB Origin) per UOM	NAPA Allowance	Total Delivered Price (Net of NAPA)	Total
16	89050 1E950 042	BEEF, GRD, PATTIES, FLAME BROILED, PRECKD, 78/3.8 OZ EA/ZARTIC /PIERRE FOODS	LB	Zartic	8656 5	78/3.8	CS	19.52 lbs.	50	\$45.90	\$0.50	\$45.40	\$2270.00

Product Info – Refer to Solicitation for quote/invoice requirements

We ensure that we will be able to support the quantities outlined in the RFQ.

Delivery Term: FOB Origin – ABC Company, Inc. Plant

Payment Terms: 2% 10, Net 30

The above pricing is valid until _____

Must indicate FOB Origin Terms, Proper Payment Terms and Time Period quote is effective

Regards,
 Mr. John Smith
 President
 ABC Company, Inc.
 (555) 555-5555

Company POC Information