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: SPM300-08-R-0017

6. SOLICITATION ISSUE DATE: 19 JUNE 09

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: DENNIS STROLLE

b. TELEPHONE NUMBER (No collect calls): (215) 737-5349

8. OFFER DUE DATE/ LOCAL TIME: TBD

9. ISSUED BY — CODE

DEFENSE SUPPLY CENTER PHILADELPHIA (DSCP)
DIRECTORATE OF SUBSISTENCE, BLDG #6
700 ROBBINS AVENUE
PHILADELPHIA, PA 19111-5092
POC: DENNIS STROLLE/DSCP-FTAF/215-737-5349

10. THIS ACQUISITION IS

- [x] UNRESTRICTED
- [ ] SET ASIDE: %FOR
  - [ ] SMALL BUSINESS
  - [ ] SMALL DISADV. BUSINESS
  - [ ] 8(A)

SIC:

SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

- [x] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING: N/A

14. THIS ACQUISITION IS

- [ ] RFQ
- [ ] IFB
- [x] RFP

15. DELIVER TO — CODE

SEE SCHEDULE

16. ADMINISTERED BY — CODE

SAME AS BLOCK 9

17a. CONTRACTOR/ OFFEROR — CODE — FACILITY CODE

TELEPHONE NO.

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY — CODE

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
	ACQUISITION FOR FULL LINE FOOD AND NON-FOOD DISTRIBUTION FOR AUTHORIZED LAND AND SHIP CUSTOMERS IN HAWAII AS DEFINED HEREIN.				
	(Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

- [x] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA — [x] 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 1 (ONE) 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 HEREIN.

29. AWARD OF CONTRACT: REFERENCE _____ 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)*: KAREN R. AQUINO

31c. DATE SIGNED

32a. QUANTITY IN COLUMN 21 HAS BEEN

- [ ] RECEIVED
- [ ] INSPECTED
- [ ] ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED

33. SHIP NUMBER — [ ] PARTIAL [ ] FINAL

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT

- [ ] COMPLETE
- [ ] PARTIAL
- [ ] FINAL

37. CHECK NUMBER

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE

32c. DATE SIGNED

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY *(Print)*

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE SIGNED

42b. RECEIVED AT *(Location)*

42c. DATE REC'D *(YY/MM/DD)*

SF1449 - CONTINUATION SHEET

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

BLOCK 8 (continued):

OFFER DUE DATE/LOCAL TIME:

June 19, 2009, 4:00 P.M. PHILADELPHIA TIME

BLOCK 9 (continued):

All offers/modifications/withdrawals must be plainly marked on the **OUTERMOST ENVELOPE** with the solicitation number, closing date, and time set for the receipt of offers.

Send **MAILED OFFER** to:

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

Deliver **HANDCARRIED OFFER**, including delivery by commercial carrier, to:

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

All hand carried offers are to be delivered to the Business Opportunities Office between 8:00 AM and 5:00 PM, Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103.

Offerors that respond to this solicitation using a commercial carrier service must ensure that the commercial carrier service "hand carries" the package to the Business Opportunities Office prior to the scheduled closing time.

Transmit facsimile revisions of offers to: 215-737-9300, 9301, 9302, OR 9303.

NOTE: FACSIMILE OFFERS ARE NOT ACCEPTABLE FOR INITIAL OFFER.

BLOCK 17A. (continued):

OFFERORS: SPECIFY FAX NUMBER (S):_____

E-MAIL ADDRESS:_____

BLOCK 17B. (CONTINUED)

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

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, telephone numbers and facsimile (FAX) 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.

A Department Of Defense (DoD) Public Key Infrastructure (PKI) Certificate will be required for all DoD users accessing CPARS and the STORES Reconciliation Tool. The requirement for PKI certificates is implemented in accordance with DoD security policy promoting secure electronic transactions.

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 and the STORES Reconciliation Tool will need an Identity Certificate (An Encryption Certificate is not required). It is estimated that, at the time of award, certificate prices will range 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.

****PRE-PROPOSAL CONFERENCE****

SOLICITATION NUMBER SPM300-08-R-0017

DEFENSE SUPPLY CENTER PHILADELPHIA WILL CONDUCT A PRE-PROPOSAL CONFERENCE TO FURTHER CLARIFY AND DISCUSS THE REQUIREMENTS OF THIS SOLICITATION. ATTENDANCE IS STRONGLY SUGGESTED.

IF YOU PLAN TO ATTEND,PLEASE SEND A FAX WITH THE FOLLOWING INFORMATION:

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

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 TWO (2) BUSINESS DAYS PRIOR TO THE DATE AND TIME
SPECIFIED FOR THE CONFERENCE.

THIS INFORMATION MAY BE FAXED TO KAREN AQUINO AT (215) 737-2910 OR SENT VIA EMAIL TO KAREN.AQUINO@DLA.MIL.

CONFERENCE LOCATION: TO BE DETERMINED*

CONFERENCE DATE: TO BE DETERMINED

CONFERENCE TIME: TO BE DETERMINED

* Conference location, date and time will be addressed in Amendment 0001. Approximate release of Amendment 0001 is within 1 week of solicitation issuance date.

CAUTION NOTICE

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

Number	Reminder	Check
1	Fill in and sign SF1449 as required?	
2	Sign and return any/all amendments?	
3	Return one (1) completed copy of the solicitation?	
4	Prepare and return 6 copies of the Technical Proposal briefing charts, 6 copies of the written portion of the Technical Proposal and 2 copies of the Business Proposal? **As well as, 1 copy sent electronically on a CD in PDF Format.**	
5	Submit copies of technical descriptions for every item listed in the Schedule of Items for each of the items being offered on?	
6	Submit manufacturer's invoices for every item listed in the Schedule of Items? Note*: A supplier's quote is acceptable but an invoice is preferable. The invoice or supplier's quote that you submit must be dated within two weeks of submission of your proposal. * Refer to solicitation for actual requirements.	
7	**Submit the Business Proposal on a spreadsheet in accordance with the instructions in the solicitation and submit hard copies as well as a copy on CD?**	
8	Submit a list of warehouse locations that will directly support the proposed customers? Warehouses functioning as backups should be designated as such.	
9	Include two (2) copies of your most complete and current product listing for all items (food, beverage, and non-food) as part of the Business Proposal for informational purposes?	
10	Mark your calendar with the date scheduled for the Pre-proposal Conference at DSCP?	
11	Check your math for accuracy on your Business Proposal?	
12	Submit your best offer?	
13	Submit a Subcontracting Plan if your firm is a large business?	
14	The written information for Factor I, Corporate Experience/Past Performance, is to be annotated on the forms entitled "Experience" and "Past Performance".	

Please contact Contract Specialist Dennis Strolle or Contracting Officer Karen Aquino in order to receive an electronic copy of the market basket/attachment 1. The market baskets format will be Microsoft Excel Spreadsheet. As stated in note 7 above, please provide a printed hard copy of the Business Proposal as well as a copy on CD. Any proposal which does not include a printed hard copy as well as a copy on CD will be considered **non-responsive.**

Contract Specialist
Dennis Strolle
215-737-5349
Dennis.Strolle@dla.mil

Contracting Officer
Karen Aquino
215-737-2928
Karen.Aquino@dla.mil

CAUTION NOTICE

E-mail is not an acceptable form of transmission for the submission of an initial proposal or proposal revisions.

TABLE OF CONTENTS

PAGE

CONTRACT CLAUSES

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 or Executive Orders Applicable to Defense Acquisition of Commercial Items 29

DFARS 252.212-7001 – Contract Terms and Conditions Required to Implement Statutes or Executive orders Applicable to Defense Acquisition of Commercial Items 35

52.245-1, Government Property, Alternate 1 38

52.245-9, Government Property Use and Charges 47

STATEMENT OF WORK
Supplies/Services and Prices 50
Descriptions/Specifications 94
Packaging and Marking 108
Inspection and Acceptance 113
Deliveries and Performance 115
Contract Administration Data 130
Special Contract Requirements 133

SOLICITATION PROVISIONS

FAR 52.212-1 – Instructions to Offerors – Commercial Items 137
Addendum to FAR 52.212-1 141

FAR 52.212-2 – Evaluation – Commercial Items 166
Addendum to FAR 52.212-2 167

FAR 52.212-3 – Offeror Representations and Certifications – Commercial Items Other Required Certifications 176

DFARS 252.212-7000 – Offeror Representations and Certifications – Commercial Items 191

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Attachment 1 – Schedule of Items
Attachment 2 – NAPA Holders Listing
Attachment 3 – STORES EDI Information & 810 Transaction Set 832 Catalog (Vendor to DSCP)-
Attachment 4 – Sample Subcontracting Plan
Attachment 5 – CARGO List of Items
Attachment 6 – Monthly Fill Rate Report
Attachment 7 – Experience/Past Performance Charts

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2008)

(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. 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. If repair/ replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate condsideration for acceptance of nonconforming supplies or services.

(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--

(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 Office of Management and Budget (OMB) 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 immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(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; 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 33; (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; 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.

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

3. Paragraph (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 $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, Karen Aquino at 215-737-2928
(iii)DSCP Contract Specialist, Dennis Strolle at 215-737-5349
(iii) DSCP Account Manager, Debbie Mello at 215-737-7162
(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
(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 .

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 clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

The following additional clauses are incorporated by REFERENCE:

CLAUSE NUMBER	TITLE	DATE
FAR 52.204-7	Central Contractor Registration	APR 2008
FAR 52.208-9	Contractor Use of Mandatory Sources of Supplies or Services	JUN 2006
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 52.247-34	F.O.B. Destination	NOV 1991
FAR 52.251-1	Government Supply Sources	APR 1984
FAR 52.211-5	Material Requirements	AUG 2000
FAR 52.232-17	Interest	JUNE 1996
FAR 52.242-13	Bankruptcy	JULY 1995
FAR 52.242-15	Stop-Work Order	AUG 1989
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 252.232-7010	Levies on Contract Payments	DEC 2006
DLAD 52.211-9010	Shipping Documentation – MIL – STD – 129P	MAY 2006
DLAD 52.246-9039 (APR 08)	Removal of Government Identification from Non-Accepted Supplies	APR 2008
DLAD 52.247.9012	Requirements for treatment of wood packaging material (WPM)	FEB 2007
DLAD 52.251-7000	Ordering From Government Supply Sources	NOV 2004

The following additional clauses are incorporated in full text

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 two (2) years 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.

52.209-6 -- Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2006)

(a) The Government suspends or debars 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:

(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.

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 _$0.00_____ *[insert dollar figure or quantity]*, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of ___N/A_____ *[insert dollar figure or quantity]*;

(2) Any order for a combination of items in excess of __N/A_____ *[insert dollar figure or quantity]*; or

(3) A series of orders from the same ordering office within _____N/A_____ days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

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

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____ *[insert date]*.

52.215-9006 - Javits-Wagner-O'Day Act Entity Support - Contractor Reporting (Dec 1997) DLAD

The contractor shall submit periodic progress reports (no less frequently than annually) to the contracting officer regarding the contractor's subcontracting efforts relative to JWOD 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.

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

NAME	TITLE
Jose Rosendo C. Jamir	Contracting Officer Representative (COR)

52.217-9006 Surge and Sustainment (S&S) Requirements (S&S) Requirements (OCT 2008) – DSCP

This solicitation includes items that are critical to support Department of Defense's ability to conduct contingency operations. These items are designated as surge and sustainment items. The S&S delivery requirements are identified in the schedule of supplies and are in addition to normal peacetime contract deliveries. The objective of the S&S in this solicitation is to obtain contractual coverage to meet the S&S requirements for a Monthly Wartime Rate (MWR) or other delivery terms of the identified items in the schedule. S&S coverage includes access to production capability as well as vendor owned or managed inventory/safety stocks. Offerors are required to meet the terms and conditions of S&S requirements. Offerors are evaluated on their ability to meet the terms and conditions of the S&S requirement. The following information defines the requirements of the Defense Logistics Agency (DLA) S&S requirements:

(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.

(b) S&S Quantity and Required Delivery Schedule are identified on an individual item basis, based on the Services' wartime planning requirements. The S&S Monthly Wartime Rate (MWR) is represented as a percentage or an exact number; however some items may require different delivery requirements. The S&S quantity and delivery requirements are above and beyond the production requirements in the schedule of supplies.

(c) S&S Capability Assessment Plan (CAP), (previously referred to 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 (e.g., S&S quantity and delivery requirements is for 10 feet of wire every 30 days, and the wire is sold to the government in 100 ft rolls. A single delivery of one roll in the first 30 days would meet the requirement for ten 30-day delivery periods).

(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 (e.g., the schedule calls for 20 o-ring seals each 30-day period, but the vendor needs a 30 day ramp up and could deliver 40 in the second period and 20 each delivery period thereafter).

(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 MWR (e.g., the schedule calls for 20 seals each 30-day period, and the vendor can meet the schedule starting in the third ordering period but needs a government investment to be capable of meeting deliveries in the first two months).

(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 MWR.

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

(d) Government Investments. Use of government investment may be considered to address S&S coverage shortfalls as specified in (c)(3) to (7) above. Use of government investment is limited per clause 52.217-9010. Contracting Officer (CO) approval is required prior to any government investment 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 validate 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 and occur through final contract delivery. 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.

(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 of supplies identified in the Schedule of Supplies in accordance with the S&S required delivery schedule 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 must 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 agrees to 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, or (2) for requirements exceeding those agreed upon in the Schedule and the CAP. The government reserves the right to obtain S&S requirements from other sources without liability to the supplier. This language does not relieve the contractor of the responsibility to provide, in accordance with the applicable delivery schedule, non-S&S quantities and the S&S quantities agreed to in the Schedule and CAP during the contingency.

(End of Clause)

52.217-9007 Surge and Sustainment (S&S) Instructions to Offerors (Mar 2008)

The offeror must provide a detailed approach for covering S&S requirements in the Capability Assessment Plan and, if required, a Validation/Test Plan.

(a) Capability Assessment Plan (CAP):

Offeror must submit a CAP that describes the method and capability to meet the surge requirements identified in the Schedule of this solicitation. The CAP must also include the supplier's investment plan, stock rotation plan, and an exit strategy to support the S&S requirement.

Offeror must complete the CAP online and print the CAP or questionnaire summary for submittal as part of the proposal or the offer. Additionally, any attachments cited in the online CAP must be submitted as part of the offer. Any changes to the CAP before solicitation closing date or after contract award to identify changes in coverage must be done using these websites. Instructions, examples and points of contact for the CAP are available on the website. The online sites for completing the CAP are:

(1) The CAP must be completed using the eCAP at https://www.dla.mil/wicap/.
(2) For subsistence, and C&T items, use the industrial

capability questionnaire tool through the SPIDERS website at https://spiders.dla.mil/spiders/home.asp.

(3) For medical items, use the Industrial Preparedness

System (IPSYS) industrial capability survey tool through the DMMonline Directorate of Medical Materiel, Single Signon Application website at https://dmmonline.dscp.dla.mil/registration/SiteLogin.aspx

(b) Validation/Test Plan

The offeror must submit a Validation/Test Plan upon government request. The plan must address the most cost effective way and best industry practices for evaluating the stated capability. If required, any cost associated with performing a validation/test (test plan development, testing, and testing report) will be separately priced. When possible, use statistical methods based on simulations, limited production runs, or other methods that do not require full production of the S&S requirements to conduct the validation/test. The following must be included in the Validation/Test Plan: methodology, rating criteria (e.g. how offeror determines the stated coverage in the CAP), labor cost, material cost, and time required to conduct validation/test.

52.217-9010 Limitations on Use of Surge and Sustainment (S&S) Government Investment (Mar 2008) - DLAD

(a) The CAP must include the offeror's investment strategy in accordance with 52.217-9006. In the event the S&S quantity and delivery requirement cannot be met with the supplier's resources and there is no cost effective solution to improve the industrial base capability, limited government investment may be considered if it is in the best interest of the Government. The supplier shall not incur any expenses to be paid or reimbursed by a government investment until after receiving written approval from the contracting officer, and acts at its own risk in advance of such approval. Any government investment will only be used for obtaining S&S coverage in accordance with the terms and conditions of the contract. In the event of changes in conditions (e.g. manufacturing, labor market, industry, technology, etc.) that warrant a different investment approach to obtaining the S&S coverage, the supplier will submit a new capability assessment plan describing the revised strategy for Contracting Officer's approval. If the initial investment has not been made or completed, the supplier will suspend S&S investment until receipt of written approval from the Contracting Officer.

(b) The contractor shall not use government S&S investments for any purpose other than to support S&S delivery orders, unless such use has been authorized by the Contracting Officer in writing. Contractor shall submit in writing to the contracting officer any desired use of the S&S investments and consideration offered to the government for this use.

(c) The supplier's stock rotation plan for government S&S investments (e.g., lead-time materials) to ensure the newest materials are available for production is an authorized use of S&S investments because it is considered to be in support of S&S delivery orders. A stock rotation plan must be included as part of the supplier's CAP and shall not preclude the supplier from making the surge deliveries.

DSCP 52.217-9P12 OPTION FOR INDEFINITE-DELIVERY, INDEFINITE-QUANTITY CONTRACT TERM EXTENSION (MAR 2004)

(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.

(c) The contracting officer may extend the term of this contract for 1 additional option period(s) (option is for a 12 month 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 options exercised under this clause shall not exceed 12 months for the option period.

(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 $650,000 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.

52.246-9045 Federal Food, Drug and Cosmetic Act-Wholesale Meat Act

FEDERAL FOOD, DRUG AND COSMETIC ACT-WHOLESALE MEAT ACT (AUG 2008) – DLAD

(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.

52.246-9046 Phytosanitary Certificates for Export Shipments of Produce

PHYTOSANITARY CERTIFICATES FOR EXPORT SHIPMENTS OF PRODUCE (AUG 2008) – DLAD

(a) A federal phytosanitary certificate is required for produce shipped to, and received in, a foreign country. The contractor is responsible for arranging and paying for required inspections, and obtaining and properly distributing appropriate certificates. Foreign governments will only accept a true copy of a certificate, i.e., a copy containing the original signature of the inspector. Certificates containing photostatic or facsimile copy signatures are not acceptable. The contracting officer will specify any additional requirements relating to the authenticity and acceptability of the phytosanitary certificates at time of order placement.

(b) Phytosanitary certificates will be distributed as follows:

(1) A true copy of the certificate (with an original signature) will be placed in a waterproof document protector and affixed by waterproof tape to a product container inside the shipping van. The certificate will be immediately visible upon opening the door of the shipping van.

(2) A second true copy (with original signature) will be placed in a waterproof document protector and affixed by waterproof tape to the door-latching mechanism on the outside of the shipping van.

(3) A third true copy (with original signature) will be express mailed to the overseas facility receiving the produce on behalf of the government. These addresses may vary, and will be specified at time of order placement.

(4) An information copy of the certificate (inspector's signature may be a photostatic reproduction) will be mailed, or transmitted by facsimile to:

Defense Supply Center Philadelphia
ATTN: DSCP-HP
700 Robbins Avenue
Philadelphia, PA 19111-5092
FAX Number: 215-737-4502

(c) The contractor is liable for all losses incurred by the government resulting from the contractor's failure to comply with the requirements of this clause.

A. FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS. (DEC 2008)

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

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

[Contracting Officer shall check as appropriate.]

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

_X_ (4) 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).

___ (5) [Reserved]

___ (6) (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.

___ (7) (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_ (8) 52.219-8, Utilization of Small Business Concerns (April 2008) (15 U.S.C. 637(d)(2) and (3)).

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

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

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

___ (10) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

_X_ (11) 52.219-16, Liquidated Damages- Subcontracting Plan (Jan 1999)(15 U.S.C. 637(d)(4)(F)(i)).

___ (12) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

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

___ (13) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (14) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (15) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

_X_ (16) 52.219-28, Post Award Small Business Program Representation (June 2007) (15 U.S.C. 632(a)(2).

_X_ (17) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

_X_ (18) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).

_X_ (19) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

_X_ (20) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

_X_ (21) 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).

_X_ (22) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

_X_ (23) 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).

_X_ (24) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

___(25) (i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).

___(ii) Alternate I (Aug 2007) of 52.222-50

___ (26) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (May 2008)(42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (27) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b)

___ (28) 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

___ (29) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).

___ (30) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, and 109-169).

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

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

___ (31) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

_X_ (32) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (33) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007)(42 U.S.C. 5150).

___ (34) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150).

___ (35) 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)).

___ (36) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_X_ (37) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

___ (38) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

___ (39) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

___ (40) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

_X__ (41) (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) (Nov 2006)(29 U.S.C.206 and 41 U.S.C. 351, *et seq*.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq*.).

___ (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 (Nov 2007) (41 U.S.C. 351, et seq.).

___ (7) 52.237-11, Accepting and Dispensing of $1 Coin (Aug 2007) (31 U.S.C. 5112 (p)(1)).

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records

relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $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.

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

(iii) 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).

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

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

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

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50

(viii) 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.).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(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.

DFARS 252.212-7001 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2008)

(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.

___X_ 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.

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

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

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

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

___X_ 252.225-7012 Preference for Certain Domestic Commodities

(DEC 2008) (10 U.S.C. 2533a).

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

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

_____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).

_____ 252.225-7021 Trade Agreements (NOV 2008) (19 U.S.C. 2501-2518 and

		19 U.S.C. 3301 note).
_____	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
_____		
_____	252.225-7036	Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007)) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (OCT 2006) of 252.225-7036.

DFARS 252.212-7001 (continued)

_____	252.225-7038	Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
___X_	252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
_____	252.227-7015	Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
_____	252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
___X_	252.232-7003	Electronic Submission of Payment Requests (MAR 2008) (10 U.S.C. 2227).
_____	252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
___X_	252.243-7002	Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
___X_	252.247-7023	Transportation of Supplies by Sea (MAY 2002) (__X_Alternate I) (MAR 2000) (____Alternate II) (MAR 2000) (____Alternate III) (MAY 2002) (10 U.S.C. 2631).
___X_	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:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

52.245-1 Government Property.

GOVERNMENT PROPERTY (JUNE 2007, ALTERNATE I)

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

"Acquisition cost" means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

"Cannibalize" means to remove serviceable parts from one item of equipment in order to install them on another item of equipment.

"Contractor-acquired property" means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

"Contractor inventory" means—

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, *e.g.*, as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

(4) "Contractor's managerial personnel" means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

"Demilitarization" means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

"Discrepancies incident to shipment" means any differences (*e.g.*, count or condition) between the items documented to have been shipped and items actually received.

"Equipment" means a tangible asset that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

"Government-furnished property" means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract.

"Government property" means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property.

"Material" means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling and special test equipment.

“Nonseverable” means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

“Plant equipment” as used in this part, means personal property of a capital nature (including equipment, machine tools, test equipment, furniture, vehicles, and accessory and auxiliary items) for use in manufacturing supplies, in performing services, or for any administrative or general plant purpose. It does not include special tooling or special test equipment.

“Precious metals” means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

“Property” means all tangible property, both real and personal.

“Property Administrator” means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

“Provide” means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

“Real property” means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or plant equipment.

“Sensitive property” means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

“Surplus property” means excess personal property not required by any Federal agency as determined by the Administrator of the General Services Administration (GSA).

(b) *Property management.*

(1) The Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of Government property, consistent with voluntary consensus standards and/or industry-leading practices and standards for Government property management except where inconsistent with law or regulation. During the period of performance, the Contractor shall disclose any significant changes to their property management system to the Property Administrator prior to implementation.

(2) The Contractor’s responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, disposition, or via a completed investigation, evaluation, and final determination for lost, damaged, destroyed, or stolen property. This requirement applies to all Government property under the Contractor’s accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(c) *Use of Government property*. The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer. The Contractor shall not

modify, cannibalize, or make alterations to Government property unless this contract specifically identifies the modifications, alterations or improvements as work to be performed.

(d) *Government-furnished property.*

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)

(i) The Contracting Officer may by written notice, at any time—

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) *Title to Government property.*

(1) The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) *Fixed-price contracts.*

(i) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause.

(ii) Title to each item of equipment, special test equipment and special tooling acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(iii) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract—

(A) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(B) Title to all other material shall pass to and vest in the Government upon—

(1) Issuance of the material for use in contract performance;

(2) Commencement of processing of the material or its use in contract performance; or

(3) Reimbursement of the cost of the material by the Government, whichever occurs first.

(3) *Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts*.

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon—

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(iii) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (e)(3)(iii) (collectively referred to as "Government property"), are subject to the provisions of this clause.

(f) *Contractor plans and systems*.

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) *Acquisition of Property.* The Contractor shall document that all property was acquired consistent with its engineering, production planning, and material control operations.

(ii) *Receipt of Government Property*. The Contractor shall receive Government property (document the receipt), record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(*1*) through (*5*) of this clause, identify as Government owned in a manner appropriate to the type of property (*e.g.*, stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) *Government-furnished property*. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) *Contractor-acquired property*. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) *Records of Government property*. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking and/or disposition).

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service.

(B) *Use of a Receipt and Issue System for Government Material*. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) *Physical inventory*. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (*e.g.*, overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) *Subcontractor control*.

(A) The Contractor shall award subcontracts that clearly identify assets to be provided and shall ensure appropriate flow down of contract terms and conditions (*e.g.*, extent of liability for loss, damage, destruction or theft of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) *Reports*. The Contractor shall have a process to create and provide reports of discrepancies; loss, damage, destruction, or theft; physical inventory results; audits and self-assessments; corrective actions; and other property related reports as directed by the Contracting Officer.

(A) Loss, damage, destruction, or theft. Unless otherwise directed by the Property Administrator, the Contractor shall investigate and promptly furnish a written narrative of all incidents of loss, damage, destruction, or theft to the property administrator as soon as the facts become known or when requested by the Government.

(B) Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).

(3) Quantity.

(4) Unique Item Identifier (if available).

(5) Accountable Contract number.

(6) A statement indicating current or future need.

(7) Acquisition cost, or if applicable, estimated scrap proceeds, estimated repair or replacement costs.

(8) All known interests in commingled property of which the Government property is a part.

(9) Cause and corrective action taken or to be taken to prevent recurrence.

(10) A statement that the Government will receive any reimbursement covering the loss, damage, destruction, or theft, in the event the Contractor was or will be reimbursed or compensated.

(11) Copies of all supporting documentation.

(12) Last known location.

(13) A statement that the property did or did not contain sensitive or hazardous material, and if so, that the appropriate agencies were notified.

(vii) *Relief of stewardship responsibility*. Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility for Government property when such property is—

(A) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator; or a Property Administrator granted relief of responsibility for loss, damage, destruction or theft of Government property;

(B) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(C) Disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) *Utilizing Government property*.

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government property with property not owned by the Government.

(ix) *Maintenance*. The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) *Property closeout*. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss, damage, destruction, or theft cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions and dispositions of material and equipment.

(3) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness, and shall perform periodic internal reviews and audits.

Significant findings and/or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(g) Systems analysis.

(1) The Government shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be safeguarded from tampering or destruction.

(3) Should it be determined by the Government that the Contractor's property management practices are inadequate or not acceptable for the effective management and/or control of Government property under this contract, and/or present an undue risk to the Government, the Contractor shall immediately take all necessary corrective actions as directed by the Property Administrator.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) *Contractor Liability for Government Property.*

(1) The Contractor assumes the risk of, and shall be responsible for, any loss, damage, destruction, or theft of Government property upon its delivery to the Contractor as Government-furnished property. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(2) The Contractor shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Contractor shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.

(4) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) *Equitable adjustment*. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. The right to an equitable adjustment shall be the Contractor's exclusive remedy and the Government shall not be liable to suit for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) *Contractor inventory disposal*. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer.

(1) *Scrap to which the Government has obtained title under paragraph (e) of this clause*.

(i) *Contractor with an approved scrap procedure*.

(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that—

(1) Requires demilitarization;

(2) Is a classified item;

(3) Is generated from classified items;

(4) Contains hazardous materials or hazardous wastes;

(5) Contains precious metals; or

(6) Is dangerous to the public health, safety, or welfare.

(ii) *Contractor without an approved scrap procedure*. The Contractor shall submit an inventory disposal schedule for all scrap. The Contractor may not dispose of scrap resulting from production or testing under this contract without Government approval.

(2) Predisposal requirements.

(i) Once the Contractor determines that Contractor-acquired property is no longer needed for contract performance, the Contractor in the following order of priority—

(A) May contact the Contracting Officer if use of the property in the performance of other Government contracts is practical;

(B) May purchase the property at the acquisition cost; or

(C) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).

(ii) The Contractor shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not used in the performance of other Government contracts under paragraph (j)(2)(i)(A) of this clause, property that was not purchased under paragraph (j)(2)(i)(B) of this clause, and property that could not be returned to a supplier under paragraph (j)(2)(i)(C) of ths clause.

(3) *Inventory disposal schedules*.

(i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify—

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for—

(A) Special test equipment with commercial components;

(B) Special test equipment without commercial components;

(C) Printing equipment;

(D) Information technology (*e.g.*, computers, computer components, peripheral equipment, and related equipment);

(E) Precious metals;

(F) Nonnuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

(iv) The Contractor shall describe the property in sufficient detail to permit an understanding of its intended use. Property with the same description, condition code, and reporting location may be grouped in a single line item.

(4) *Submission requirements*. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than—

(i) 30-days following the Contractor's determination that a Government property item is no longer required for performance of this contract;

(ii) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) 120 days, or such longer period as may be approved by the Termination Contracting Officer following contract termination in whole or in part.

(5) *Corrections*. The Plant Clearance Officer may—

(i) Reject a schedule for cause (*e.g.*, contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(6) *Postsubmission adjustments*. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(7) *Storage*.

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(8) Disposition instructions.

(i) If the Government does not furnish disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. If not returned to the Government, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(9) *Disposal proceeds*. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(10) *Subcontractor inventory disposal schedules*. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(4) of this clause.

(k) *Abandonment of Government property*.

(1) The Government shall not abandon sensitive Government property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place, at which time all obligations of the Government regarding such property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) *Communication*. All communications under this clause shall be in writing.

(m) *Contracts outside the United States*. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

52.245-9 Use and Charges.

USE AND CHARGES (JUNE 2007)

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

"Acquisition cost" means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

"Government property" means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property.

"Plant equipment", as used in this part, means personal property of a capital nature (including equipment, machine tools, test equipment, furniture, vehicles, and accessory and auxiliary items) for use in manufacturing supplies, in performing services, or for any administrative or general plant purpose. It does not include special tooling or special test equipment.

"Real property" means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or plant equipment.

"Rental period" means the calendar period during which Government property is made available for nongovernmental purposes.

"Rental time" means the number of hours, to the nearest whole hour, rented property is actually used for nongovernmental purposes. It includes time to set up the property for such

purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) *Use of Government property*. The Contractor may use the Government property without charge in the performance of—

(1) Contracts with the Government that specifically authorize such use without charge;

(2) Subcontracts of any tier under Government prime contracts if the Contracting Officer having cognizance of the prime contract—

(i) Approves a subcontract specifically authorizing such use; or

(ii) Otherwise authorizes such use in writing; and

(3) Other work, if the Contracting Officer specifically authorizes in writing use without charge for such work.

(c) *Rental*. If granted written permission by the Contracting Officer, or if it is specifically provided for in the Schedule, the Contractor may use the Government property (except material) for a rental fee for work other than that provided in paragraph (b) of this clause. Authorizing such use of the Government property does not waive any rights of the Government to terminate the Contractor's right to use the Government property. The rental fee shall be determined in accordance with the following paragraphs.

(d) General.

(1) Rental requests shall be submitted to the Administrative Contracting Officer (ACO), identify the property for which rental is requested, propose a rental period, and compute an estimated rental charge by using the Contractor's best estimate of rental time in the formulae described in paragraph (e) of this clause.

(2) The Contractor shall not use Government property for nongovernmental purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(e) Rental charge.—

(1) Real property and associated fixtures.

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the appraisal to the ACO at least 30 days prior to the date the property is needed for nongovernmental use. Except as provided in paragraph (e)(1)(iii) of this clause, the ACO shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the ACO believes the appraisal rental rate is unreasonable, the ACO shall promptly notify the Contractor. The parties may agree on an alternative means for computing a reasonable rental charge.

(iv) The Contractor shall obtain, at its expense, additional property appraisals in the same manner as provided in paragraph (e)(1)(i) if the effective period has expired and the Contractor desires the continued use of property for nongovernmental use. The Contractor may obtain additional appraisals within the effective period of the current appraisal if the market prices decrease substantially.

(2) *Other Government property*. The Contractor may elect to compute the rental charge using the appraisal method described in paragraph (e)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour: The rental charge is calculated by multiplying 2 percent of the acquisition cost by the hours of rental time, and dividing by 720.

(3) *Alternative methodology*. The Contractor may request consideration of an alternative basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(f) Rental payments.

(1) Rent is due 60 days following completion of the rental period or as otherwise specified in the contract. The Contractor shall compute the rental due, and furnish records or other supporting data in sufficient detail to permit the ACO to verify the rental time and computation. Payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract, unless otherwise specified by the Contracting Officer.

(2) Interest will be charged if payment is not made by the date specified in paragraph (f)(1) of this clause. Interest will accrue at the “Renegotiation Board Interest Rate” (published in the *Federal Register* semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government’s acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor’s unauthorized use of Government property or any other failure to perform this contract according to its terms.

(g) *Use revocation*. At any time during the rental period, the Government may revoke nongovernmental use authorization and require the Contractor, at the Contractor’s expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(h) *Unauthorized use*. The unauthorized use of Government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

STATEMENT OF WORK

SUPPLIES/SERVICES AND PRICES

I. INTRODUCTION

A. 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. These items include groceries, frozen food products, beverages (to include Bag-In Box, soft drinks), boxed meats/pork/poultry, primal and sub-primal meat cuts and further processed meat and seafood items, fresh fruits & vegetables, bakery products, dairy products and eggs. The Prime Vendor will provide food to Hawaii Land Based military customers (Zone 1) and Hawaii Navy Ship customers (Zone 2). **DSCP has determined that two zones are required to support all of the military customers** located in Hawaii. Support would include all Naval Ship item requirements and shore based requirements (ships' stores requirements, etc.). **Activities such as NEX, MWR, USNS/MSC chartered ships are not obligated or limited to participate under this contract.** The level of service provided by the vendor as well as the value represented by his pricing can serve to bring these customers onto the contract or drive them away. **The Government intends to evaluate each of the zones and determine the most effective means of supporting all zones with the goal of obtaining the best economies and efficiencies to be achieved.**

B. The purpose of this solicitation is for the Defense Supply Center Philadelphia (DSCP) to establish an Indefinite quantity commercial prime vendor contract to provide subsistence products to the military and other Federally funded customers for Hawaii. Other customers including other non-Department of Defense (DOD) customers may also be added as required over the life of any resultant contract. An Indefinite Quantity Contract (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 contractor. (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.

C. Prices are to be submitted, and payment will be made, in U.S. dollars.

D. The Government intends to make one award per zone.

The Zone 1 and Zone 2 award decisions will be made, per zone, in favor of the responsible offeror(s) whose offer(s), conforming to the solicitation requirements, will be most advantageous to the Government, cost or price and other non-price factors (technical) considered.

The contract (s) shall be for a term of a two year base period and include one (1) available option period of one year. For the purpose of deployments, as defined herein,

support under this contract could potentially include support to any geographic region included within the area of the Pacific Region, Asia, Australia, or New Zealand.

E. It is believed that, in order to be successful, a vendor would need to have, at a minimum, a physical warehouse location and distribution network on the island of Oahu.

II. WORK TO BE PERFORMED

A. The Prime Vendor will be required to perform inventory and warehouse management functions and to position a full line of food and beverages at their warehouse(s).

The vendor will be required to maintain a minimum of **30 days of supply** at all times at their Hawaii warehouse(s). The vendor will be responsible for determining stocking needs by developing their own AMD (average monthly demands) for the contract per each product on the catalog over the entire customer base, and per zone (if applicable). Each offeror will also be required to submit with their proposal, in detail, how they plan on formulating the average monthly demand. The Prime Vendor is responsible for arranging ocean transportation and loading sea vans at its CONUS facility. The cost of ocean transportation will be included in the offeror's distribution price.

The Prime Vendor is required to have a backup generator on hand at their OCONUS facility in Hawaii. In the event of a loss of power, the backup generator will be used to supply power to the warehouse until power is restored. All costs associated with the backup generator, including but not limited to fuel and maintenance, will be the responsibility of the Prime Vendor.

The Prime Vendor must also provide all of the necessary material handling equipment (i.e. Forklifts, Pallet Jacks, Lift Gates etc.) and labor to unload deliveries and trans-ship to the final delivery point. The Prime Vendor will maintain a minimum of 98% peacetime fill-rate. Surges in requirements during peacetime up to 300 % of normal demands must also be able to be filled at a 98% rate. Deliveries shall average 2-to-3 times per week within 48 hours of order placement, unless less frequent stops are agreed upon by the ordering activity and the contractor.

B. The customers are as follows:

Each Zone may include multiple delivery points, as listed in the Deliveries and Performance section of this solicitation. In order to provide an estimate of the size of the contract, an approximate dollar value has been annotated for each Zone (Two Year Average):

Zone 1 Hawaii (Land Based Customers):

Total estimated **annual** Dollars for Hawaii Land Based Customers: **$8,000,000.00**

Zone 2 Hawaii (Navy Ships Customers):

Total estimated **annual** Dollars for Hawaii Navy Ships Customers: **$8,000,000.00**

Every other year, the Navy anticipates an increase in their ordering requirements for two weeks in the June/July timeframe due to additional RIMPAC training exercises. The RIMPAC exercise is one of the world's largest international maritime exercises. The event is held biannually in June/July in Honolulu, Hawaii, under the leadership of the United States Pacific Command, headquartered at the Nimitz-MacArthur Pacific Command Center at Camp H.M. Smith near the Honolulu subdivision of Salt Lake. During this exercise the visiting Ships will order from the Prime Vendor causing more quantity to be ordered during the months of June and July. The prime vendor will be required to support this bi-annual increase. During RIMPAC years it is estimated that the annual dollars for Hawaii Navy Ships Customers will surge by $3,000,000. Therefore, during RIMPAC years the estimated annual Dollars for Hawaii Navy Ships Customers will be **$11,000,000.00**.

C. Fresh bakery and dairy products are procured by DSCP under separate Market Ready contracts for the Hawaii AOR. Occasionally, the Prime Vendor may be requested to receive Market Ready Bakery and/or Dairy products to pack into Reusable Bulk Containers. See language below regarding Reusable Bulk Containers language.

NOTE: Products commonly sold "Chill" in the commercial market but required/identified as "frozen" in the DSCP item description (due to customer needs and mainly for OCONUS shipment/locations) should be purchased frozen from the manufacturer. These short-shelf life items may include: Hot dogs, bologna, bacon, deli meats, cooked hams, other cooked meats, and cheeses (cottage cheese and cream cheese shall not be frozen). These items should be frozen at the manufacturer's plant (preferably) 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. The Prime Vendor's label shall correlate with the manufacturers' frozen shelf life recommendations for each type of product. Documentation of the manufacturers' recommended "Freeze-by-Date" and the frozen item recommended shelf life should be available for review if the product is blast-frozen at the PV's facility. Products required by the DSCP Item Description to be chill must be maintained and delivered chill and products required to be frozen must be delivered frozen to the DSCP customer (no product shall be slow-frozen in any case), unless approved by the Contracting Officer.

D. FRESH FRUITS AND VEGETABLES

The DSCP Produce Business Unit will centrally procure fresh fruits and vegetables that will be delivered to Hawaii via controlled atmosphere sea van surface transportation known as CARTS. Some of these items will also be purchased locally by the Hawaii Support Office, a part of the DSCP Pacific Region Command. It will be the Prime Vendor's responsibility to offload, store, and distribute/destroy these items as well as their regular subsistence items. A distribution fee will be paid to the Prime Vendor for these services. The Prime Vendor will accept produce deliveries during normal business hours. A twenty-four hour notice is required for off-hour delivery. The Prime Vendor will invoice and bill the Government on a monthly basis based on the quantities involved. This billing can also be done electronically. In the event that produce needs to be treated or destroyed, the PV will handle the arrangements and submit documentation signed by the COR to the Contracting Officer at the time of their normal produce billing. The on-island COR will verify the case count of FF&V handled. Offeror will provide their

Produce handling fee/charge in the portion of this solicitation that requests distribution fees.

The Prime Vendor will also act as a back up to the DSCP Produce Business Unit and may be asked by the DSCP Contracting Officer to procure fresh fruits and vegetables during the performance period of the contract award resulting from this solicitation. In that instance, the Prime Vendor's cost to procure each item will be submitted as the product price for that item after the price is determined fair and reasonable by the Contracting Officer.

E. ***It is imperative to note that afloat vessels may deploy at a moment's notice for an extended period of time; therefore, for ship customers, it is necessary that the delivered product be of the latest date of pack. At a minimum, product will have 3 months of expected original manufacturer's shelf-life remaining for subsistence items having a manufacturer's shelf-life of 9 months or greater. At a minimum, product will have 2 months of expected original manufacturer's shelf-life remaining for subsistence items having a manufacturer's shelf-life of less than 9 months. If product is manufactured with 90 days of shelf-life or less, the Contracting Officer requires a minimum of 14 days remaining shelf-life at time of delivery. For items manufactured with less than 14 days of original shelf-life, the vendor will deliver wholesome product with the freshest shelf-life available. The vendor will closely coordinate production and delivery times in order to insure that product will meet the end-use customer's usage needs.***

For all shore-based customers, a minimum of one month of the original shelf life shall be remaining at time of delivery. As with any substitution, the vendor must receive the customer's prior approval if product offered for delivery will possess a lesser shelf-life. Chilled products shall not be frozen in an attempt to extend the *products'* shelf life. The Food Service Representative and/or Veterinary Inspector will make final determination as to whether or not the product is in an acceptable condition/fit for consumption.

F. The Prime Vendor must station at a minimum at least one customer representative of their firm within the contracted region. This person will be responsible for resolving any problems on the contract and will be available to handle any problems that may arise. The name of the representative and the phone number, beeper number, email address, or any other method of communicating with the representative, shall be furnished to the customers after award.

G. All supplies shall be furnished on a "fill or kill" basis. No substitutions will be accepted unless authorized by the ordering office prior to staging.

H. DSCP, shall not be responsible for the reimbursement of any out-of-code or expired shelf-life product (hereinafter "Deadstock") or the destruction and/or disposal costs associated with the Deadstock. Consequently, it shall be the responsibility of the Prime Vendor to accurately forecast and efficiently maintain inventory levels.

I. <u>Local Acquisition</u> - The Government 's preference is for the Prime Vendor to purchase locally grown Fresh Fruit and Vegetables. In addition, the Prime Vendor should make Every; effort to purchase products processed locally, e.g. canned pineapple product.

III. FULL FOOD SERVICE MANAGEMENT AND FOOD PREPARATION

A. 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.

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 Army 28 Day Contingency Menu. The Army 28 Day Contingency Menu document 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 Army 28 Day Contingency 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.

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 SUPPLIES (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.

V. TRANSPORTATION

A. Defense Transportation System (DTS)

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 manufacture or CONUS distribution facility to the OCONUS distribution facilities in Hawaii. 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 based 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) 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).

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 over see this process. All Customer Service representatives must be able to speak and understand English.

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.

8. DSCP has been advised by USTRANSCOM that the average "Point to Point" delivery time to Hawaii is (14) days. 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 Insurance/Liability and Claims, pg 57)

9. Occasionally, Airlifts may be required to fulfill customer requirements which have expedited Required Delivery Dates (RDD) for an item requirement which is in excess of 300% of the vendor's average monthly demand (surge quantities). The Prime Vendor must notify the Contracting Officer immediately of the requirement in order to request an Airlift approval. Only the Contracting Officer may approve an Airlift request.

   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, or DTS. Offerors will use established Government rates with Surface Deployment and Distribution Command (SDDC).

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

When submitting a request for airlift approval via email, the following personnel must be copied on the request: Gina Vasquez (Chief-Pacific), Karen Aquino (Contracting Officer), Dennis Strolle (Contract Specialist), Debbie Mello (Account Manager), and Jose Jamir (COR Hawaii). The COR 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. Based on the stock availability, AMD, RDD, and size of the requested customer order a decision will be made by the Contracting Officer for approval/disapproval. For those requested items with stock positions found to be below the required 300% surge/mobilization requirements, the Prime Vendor will be responsible for the airlift fees associated with those items.

10. **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. Effective April 1, 2007, all shipments of products must meet these requirements.

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

V. TERMS OF AN INDEFINITE QUANITY CONTRACT

This is an indefinite quantity contract. It is the intent of the Government to make a single award per zone for both zones listed in the solicitation. The contract (s) shall be for a two (2) year base period and include one (1) available option period of one (1) year. A contract resulting from this solicitation will become effective on the date of award. The two year ordering period will begin on the date of placement of the first order rather than on the effective date of award.

VI. 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 theses 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.transcom.mil].

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 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. **Third party beneficiaries are subject to all amendments and modifications of this 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. **Notwithstanding the prior two sentences, the Prime Vendor may file a claim with the Contracting Officer under the "Disputes" clause and the contractor may be entitled to payment under the terms (if any) of this contract in connection with Prime Vendor cargo for loss/damage to Prime Vendor cargo caused by acts of the United States Government. In no case will the Prime Vendor be entitled to payment where acts of a USC carrier, acts of other third parties, acts of nature or other non-human origin, or action of any entity or force other than the United States Government causes the loss/damage to Prime Vendor cargo.**

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.

VII. TERMS OF INDEFINITE QUANTITY CONTRACT

This is an indefinite quantity contract. It is the intent of the Government to make a single award per zone for both zones listed in the solicitation. However, the **Government intends to make one award per zone,** as necessary to support both customer groups if it is in the government's best interest. The contract (s) shall be for a term of a two (2) year base period and include one (1) available option period of one (1) year. A contract resulting from this solicitation will become effective on the date of award. The two year ordering period will begin on the date of placement of the first order rather than on the effective date of award.

For the purpose of deployments, as defined herein, support under this contract could potentially include support to any geographic region included within the area of the Pacific Region, Asia, Australia, New Zealand, or Hawaii. **The Government reserves the right to determine which prime vendor to use for the deployment requirements.** This language is not intended to in any way preclude awardees from acting as "Backup Prime Vendors," for other Prime Vendor regions.

VIII. ESTIMATED VALUE/GUARANTEED MINIMUM/MAXIMUM

A. QUANTITY:

The quantities shown on the schedule represent the quantities estimated to be ordered over each of the contract periods (three (3) total years). These quantities are based on current Government methodologies and are subject to change; 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 acquisition is:

Total Estimated Dollar Value – Two (2) Year Base	$ 35,000,000.00
Total Estimated Dollar Value for One (1) Year Option Period	$ 17,500,000.00
Total Dollar Value for the Entire Contract Period (If option is exercised)	$ 52,500,000.00

C. GUARANTEED MINIMUM AND CONTRACT MAXIMUM:

The guaranteed minimum dollar value of a contract resulting from this solicitation will be 25% of the estimated contract total dollar value for each contract period; e.g., if the contract dollar value during the two-year base period is estimated at $35,000,000.00, the Government is required to purchase $8,750,000.00 during the two-year base period. If the contract dollar value during the one year option is $17,500,000.00, the Government is

required to purchase $4,375,000.00 during the one-year option period. The maximum contract value will be not more than 400% of the total estimated dollar value of $52,500,000.00, which equals $210,000,000.00, except in the case of a surge or mobilization where the maximum will be 500%, which equals $262,500,000.00. The minimum/maximum applies to dollars and not quantities of individual items, since actual quantities ordered may vary among the individual items.

IX. OPTIONS

A. If invoked, the option year will become effective the day after the end of the two-year base ordering. Sixty days notice of intent to invoke the option will be provided to the contractor. The option will be invoked no later than three days prior to the expiration of the two (2) year base period. Acceptance of the options by the awardee is mandatory - see clause 52.217-9P12, "Option for Indefinite-Delivery, Indefinite-Quantity Contract Term Extension (Mar 2000) DSCP appearing in the clauses section of this solicitation.

B. Prices will be evaluated inclusive of the option; i.e., the totals for all prices for the two year base period plus the one year option period will be added together to arrive at the total aggregate dollar value. This dollar value will be used as the basis for evaluating offers.

C. In addition to the price evaluation, the Contracting Officer will consider the contractor's performance under the contract before exercising the option.

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

X. ADDITIONAL CUSTOMERS

A. Additional DLA authorized customers in the Hawaii AOR 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 an additional new customer's orders within 48 hours of notification or receipt of purchase order.

XI. PRICING

Pricing will be based on the following formula:
Contract Unit Price = Product price + Distribution Price

A. Definitions:

1. Contract Unit Price: The contract unit price is the total price (in U.S. currency) that is charged to DSCP per unit for a product delivered to the Government

Note: Multiple Unit Prices for the same item are not permitted.

2. Product Price:

a) The product price will be derived in one of two manners for this solicitation: 1) through the use of DSCP's Manufacturers Price Agreements (MPAs); or 2) through the use of commercial pricing. When a DSCP MPA is available, the MPA price shall be used for the product price. When a DSCP MPA is not available, the Product Price shall be limited to the original manufacturer's or grower's price for product. The Product Price shall be based on FOB Origin/Point of Manufacture. In addition, the Product Price shall exclude all costs that are required to be covered in the distribution price, including but not limited to, all transportation, broker and dealer costs and fees.

b) Exception 1: Freight transportation charges may be included in the product price when the following conditions apply:

The product is listed in category #32 – Prime Vendor Fresh Fruits & Vegetables (FF&V)

c) Exception 2: A CONUS-based manufacturer's pricing which is a national commercial price inclusive of transportation costs to a Distribution Point shall be supported by documentation and may be considered by the Government to be the product price on a case by case basis, upon concurrence of the contracting officer.

d) Exception 3: For mandatory items only: 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.

e) Upon request, for existing catalog items, for any new items being added to the catalog and for price redeterminations to existing catalog items, the Product Price shall be supported with invoice or quote documentation directly from the manufacturer or grower on their letterhead. Where the address of the Brand Name Owner differs from the location where the product is actually manufactured, this documentation from the Brand Name Owner must identify both addresses and the product price, as identified above. If exception 1 applies, the Product Price shall be supported with invoice or quote documentation directly from the point of purchase. When the airfreight charge covers items other than those provided for by this contract, a separate subtotal reflecting the pro rata share of the total airfreight that is attributed to the product price of the items that are covered by this contract shall be stated as well. If exception 3 applies, the Product Price shall be supported with invoice or quote documentation directly from the nonprofit agency participating in the program operated by the Committee for Purchase From People Who Are Blind or Severely Disabled (the Committee) under the Javis-Wagner-O'Day Act (JWOD) (41 U.S.C 46-48c). Early payment discount terms shall be specified on all invoices and/or quotes.

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

3. Distribution Price: The distribution price is defined as a firm fixed price and offered as a dollar amount, which represents all elements of the unit price, other than the product price. The distribution price includes the Prime Vendor's projected general and administrative expenses, overhead, profit, packaging/marking/labeling costs, all Non Point of Manufacturer fees (CONUS and OCONUS Broker, Dealer, Subcontractor and Fresh Fruit and Vegetable Consolidation Point fees) including, but not limited to procurement, storage, consolidation, pallets, palletizing and distribution work. The distribution price shall remain fixed for the base period of the contract, and is subject to any agreed option period adjustments. The distribution price shall exclude DTS Ocean Shipping Costs referenced below.

Note: The distribution cost should include all transportation costs to customers located in Hawaii.

4. United States Defense Transportation System (DTS) Ocean Shipping Costs
DTS ocean transportation costs (the cost of shipping the product from the Prime Vendor's CONUS facility(s) to the prime vendor's OCONUS facility(s), aka "Point to Point" delivery via DTS), shall be excluded from the distribution price. The Defense Transportation System is responsible for point-to-point delivery.

B. Only the product price component of the contract unit price is subject to adjustment under this acquisition in accordance with the DSCP Manufacturer Pricing Agreement and/or Prospective Price Redetermination language stated herein. Distribution prices are fixed, however DSCP will accept contractor offered price reductions at any time or price reductions may be applied via a contract modification to remove a program requirement.

C. Product prices must be reflective of the prime vendor's last receipt price. However, when multiple sources are being utilized and more than one manufacturer's product is receipted prior to a catalog update, the contractor shall establish the product price based on the mix of invoices received past the previous redetermination period. The product price would be derived as follows:

Supplier A – 40% X $5.70 = $2.28
Supplier B – 30% X $5.90 = $1.77
Supplier C – 30% X $6.30 = $1.89

Product Price = $5.94

XII. CATEGORIES OF ITEMS

A. The items to be procured under this contract shall be broken down into separate food categories for purposes of proposing distribution prices. Category/Distribution prices are to be offered based on the unit of measure 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. Distribution Prices shall be formatted to no more than two (2) places to the right of the decimal point, for example $1.50.

A. DISTRIBUTION CATEGORIES: **ZONE 1: Hawaii Land Based Military Customers**

Distribution Fee Categories

Category Items	Cat. #	UOM
Beef, Raw, Steaks (Solid Muscle)	1	LB
Steak Cuts (Tenderloins, Strip Loin, Rib Eye, Short Loin)	2	LB
Beef, Raw, Roasts (i.e. Steamship, Knuckles, Chuck), Stew Meat, Breaded Beef Items, Braising Steak, Raw Fajita Meat	3	LB
Beef – Patties, Ground, Bulk, Raw	4	LB
Beef – Precooked Products (Includes Precooked Ground Beef)	5	LB
Poultry – Raw, Minimally processed bone-in (cut quarters, 8-piece cut, halves, whole), Cornish Hen	6	LB
Poultry – Raw, Boneless and Raw, Breaded or Unbreaded Processed	7	LB
Poultry – Precooked Products	8	LB
Pork – Raw, Whole Loins, Chops, Steaks	9	LB
Pork, Raw, Roasts (excluding loins), Ribs, Breaded and Unbreaded fabricated items (i.e., breaded pork steak, pork stew meat)	10	LB
Pork Precooked Products	11	LB
Cooked Sausage, Scrapple, Bacon, Pork Roll, Breakfast Ham	12	LB

Raw Sausage, Scrapple, Bacon, Pork Roll, Breakfast Ham	13	LB
Luncheon Meats, Franks, Corn Dogs, Pizza Toppings	14	LB
Lamb, Veal, Breaded & Unbreaded Products	15	LB
Shellfish – Whole Lobster, Lobster Tails, Crab Legs	16	LB
Shellfish, Other – To include Shrimp, Oysters, Clams, Scallops, Crab Cakes, Unbreaded	17	LB
Shellfish, Other – To include Shrimp, Oysters, Clams, Scallops, Crab Cakes, Breaded	18	LB
Fish, Whole, Portioned, Fillets, Solid Muscle, Unbreaded, Raw	19	LB
Fish –Formed, Fillets, Portioned, Solid Muscle, Breaded, Cooked and Raw	20	LB
Canned and Pouched Fish and Meats, Canned Entrees	21	CS
Frozen Entrees	22	CS
Frozen: Appetizers, Breakfast, Pizza, Pizza Crust, Burritos, Desserts, Breads/Dough, Bagels, Biscuits, Pancakes, French Toast, Doughnuts, Danish	23	CS
Bakery and Cereal Products: Rice, Dried Beans, Crackers, Snack Foods, Dry Pasta, Flour, Cones, Bread Crumbs, Croutons, Bulk Sugar, Cookies Dry, Baking Mixes, Pie Fillings, Granola Bars, Bulk Creamer	24	CS
Locally Procured Fresh Bakery	25	CS
Bouillons, Dry Soups, Soup and Gravy Bases, Gravy, Cooking Wine, Sauces	26	CS

Frozen Soups	27	CS
Shortenings and Food Oils	28	CS
Shortenings and Food Oils, 36 LB CASE OR GREATER	29	CS
Butter and Margarine	30	CS
Sandwich/Meal Kits	31	CS
Prime Vendor Fresh Fruits & Vegetables (FF&V)	32	LB
Fruits/Vegetables/Nectars, Frozen = to or > 24 LB Case	33	CS
Fruits/Vegetables/Nectars, Frozen, < 24 LB Case	34	CS
Fresh Processed, Prepared, Chilled Salads	35	CS
All No. 10 Size Cans	36	CS
Non-Refrigerated: Fruits, Juices (Non-Beverage), Nectar, Vegetables, Dehydrated Dairy, Baby Food, Nutritional Supplements, Dietetic Products – Can, Jar, or Bottle	37	CS
Table Top: Condiments, Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Gelatin, Puddings	38	CS
Bulk Size = to or > 64 ounces: Condiments, Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Gelatin, Puddings	39	CS

Individual Portion Controlled Size Packs: Up to 200 Count Case Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Salt, Pepper, Sugar, Non-Dairy Creamer, Cocoa, Cream Cheese	**40**	**CS**
Individual Portion Controlled Size Packs: 201 to 500 Count Case Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Salt, Pepper, Sugar, Non-Dairy Creamer, Cocoa, Cream Cheese	**41**	**CS**
Individual Portion Controlled Size Packs: 501 to 1000 Count Case Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Salt, Pepper, Sugar, Non-Dairy Creamer, Cocoa, Cream Cheese	**42**	**CS**
Individual Portion Controlled Size Packs: 1001 to 3000 Count Case Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Salt, Pepper, Sugar, Non-Dairy Creamer, Cocoa, Cream Cheese	**43**	**CS**
Individual Portion Controlled Size Packs: 3001 Count Case and Greater Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Salt, Pepper, Sugar, Non-Dairy Creamer, Cocoa, Cream Cheese	**44**	**CS**
Spices, Flavorings or Food Colorings	**45**	**CS**
Spices, Individual Container	**46**	**CO**
Desserts – Sheet/Layer Cakes, cheese Cakes, Specialty Cakes, Pies, Cobblers	**47**	**CS**
Eggs: Fresh Shell (Per Dozen),	**48**	**CS**
Egg Product: Liquid, Frozen, Shelf Stable	**49**	**CS**
Chilled Dairy and ESL Foods: Yogurt, Sour Cream, Cottage Cheese, Heavy Cream, Half & Half	**50**	**CS**
Cheese to Include Non Individual Portion Controlled Pack Cream Cheese: Up to a 20 Pound Case	**51**	**CS**

Cheese to Include Non Individual Portion Controlled Pack Cream Cheese: Greater Than a 20 Pound Case	52	CS
Milk and Juices: Fresh, Chilled, Frozen and ESL: Up to 46 Ounce Containers	53	CS
Milk and Juices: Fresh, Chilled, Frozen and ESL: Greater than 46 Ounce Containers (Bulk: Half Gallon, Gallon, and BIBS)	54	CS
Milk Shelf Stable: UHT, Up to 46 Ounce Containers	55	CS
Milk Shelf Stable: UHT, Greater than 46 Ounce Containers (Bulk: Half Gallon, Gallon, and BIBS)	56	CS
Mixes – Ice Cream/Soft Serve, Yogurt, Milk Shake	57	CS
Individual Ice Cream Novelties and Ice/Fruit Bars	58	CS
Bulk Ice Cream	59	CS
Confectionary, Candy, Nuts, Icings, Dried Fruit, Baking Chips	60	CS
Cocoa, Hot Chocolate, Coffee, Tea, Beverage Base Powders	61	CS
Frozen Beverage and Frozen Juice Beverage Base Requiring Dispensers	62	CS
Soda, Sports Drinks, Juices and Non-Frozen Beverage Base: 2.5 to 3 Gallon BIB-Requiring Dispenser	63	CS
Soda, Sports Drinks, Juices and Non-Frozen Beverage Base: 5 Gallon BIB-Requiring Dispenser	64	CS
Bulk Beverages and Juices (Non-Dispenser Type) Greater than 46 ounces– To include Canned Soda, Sports Drinks, Water, Juice	65	CS
Individual Beverages and Juices (Non-Dispenser Type) Up to 46 ounces– To include Canned Soda, Sports Drinks, Water, Juice	66	CS

Food Service Operating Supplies (FSOS)- Cleansing Product and Supplies, Chemicals	67	CS
Food Service Operating Supplies (FSOS)- Kitchen and Dining Supplies, Pots and Pans, Kitchen Utensils	68	CS
Food Service Operating Supplies (FSOS)- Paper and Plastic Products	69	CS
Rapid Assembly Unit Storage Fee	70	Unit Per Month

B. DISTRIBUTION CATEGORIES: **ZONE 2: Hawaii Navy Ship Customers**

Distribution Fee Categories

Category Items	Cat. #	UOM
Beef, Raw, Steaks (Solid Muscle)	1	LB
Steak Cuts (Tenderloins, Strip Loin, Rib Eye, Short Loin)	2	LB
Beef, Raw, Roasts (i.e. Steamship, Knuckles, Chuck), Stew Meat, Breaded Beef Items, Braising Steak, Raw Fajita Meat	3	LB
Beef – Patties, Ground, Bulk, Raw	4	LB
Beef – Precooked Products (Includes Precooked Ground Beef)	5	LB
Poultry – Raw, Minimally processed bone-in (cut quarters, 8-piece cut, halves, whole), Cornish Hen	6	LB
Poultry – Raw, Boneless and Raw, Breaded or Unbreaded Processed	7	LB
Poultry – Precooked Products	8	LB
Pork – Raw, Whole Loins, Chops, Steaks	9	LB

Pork, Raw, Roasts (excluding loins), Ribs, Breaded and Unbreaded fabricated items (i.e., breaded pork steak, pork stew meat)	10	LB
Pork Precooked Products	11	LB
Cooked Sausage, Scrapple, Bacon, Pork Roll, Breakfast Ham	12	LB
Raw Sausage, Scrapple, Bacon, Pork Roll, Breakfast Ham	13	LB
Luncheon Meats, Franks, Corn Dogs, Pizza Toppings	14	LB
Lamb, Veal, Breaded & Unbreaded Products	15	LB
Shellfish – Whole Lobster, Lobster Tails, Crab Legs	16	LB
Shellfish, Other – To include Shrimp, Oysters, Clams, Scallops, Crab Cakes, Unbreaded	17	LB
Shellfish, Other – To include Shrimp, Oysters, Clams, Scallops, Crab Cakes, Breaded	18	LB
Fish, Whole, Portioned, Fillets, Solid Muscle, Unbreaded, Raw	19	LB
Fish –Formed, Fillets, Portioned, Solid Muscle, Breaded, Cooked and Raw	20	LB
Canned and Pouched Fish and Meats, Canned Entrees	21	CS
Frozen Entrees	22	CS
Frozen: Appetizers, Breakfast, Pizza, Pizza Crust, Burritos, Desserts, Breads/Dough, Bagels, Biscuits, Pancakes, French Toast, Doughnuts, Danish	23	CS
Bakery and Cereal Products: Rice, Dried Beans, Crackers, Snack Foods, Dry Pasta, Flour, Cones, Bread Crumbs, Croutons, Bulk Sugar, Cookies Dry, Baking Mixes, Pie Fillings, Granola Bars, Bulk Creamer	24	CS
Locally Procured Fresh Bakery	25	CS
Bouillons, Dry Soups, Soup and Gravy Bases, Gravy, Cooking Wine, Sauces	26	CS

Frozen Soups	27	CS
Shortenings and Food Oils	28	CS
Shortenings and Food Oils, 36 LB CASE OR GREATER	29	CS
Butter and Margarine	30	CS
Sandwich/Meal Kits	31	CS
Prime Vendor Fresh Fruits & Vegetables (FF&V)	32	LB
Fruits/Vegetables/Nectars, Frozen = to or > 24 LB Case	33	CS
Fruits/Vegetables/Nectars, Frozen, < 24 LB Case	34	CS
Fresh Processed, Prepared, Chilled Salads	35	CS
All No. 10 Size Cans	36	CS
Non-Refrigerated: Fruits, Juices (Non-Beverage), Nectar, Vegetables, Dehydrated Dairy, Baby Food, Nutritional Supplements, Dietetic Products – Can, Jar, or Bottle	37	CS
Table Top: Condiments, Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Gelatin, Puddings	38	CS
Bulk Size = to or < 64 ounces: Condiments, Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Gelatin, Puddings	39	CS
Individual Portion Controlled Size Packs: Up to 200 Count Case Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Salt, Pepper, Sugar, Non-Dairy Creamer, Cocoa, Cream Cheese	40	CS
Individual Portion Controlled Size Packs: 201 to 500 Count Case Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Salt, Pepper, Sugar, Non-Dairy Creamer, Cocoa, Cream Cheese	41	CS

Individual Portion Controlled Size Packs: 501 to 1000 Count Case Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Salt, Pepper, Sugar, Non-Dairy Creamer, Cocoa, Cream Cheese	**42**	**CS**
Individual Portion Controlled Size Packs: 1001 to 3000 Count Case Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Salt, Pepper, Sugar, Non-Dairy Creamer, Cocoa, Cream Cheese	**43**	**CS**
Individual Portion Controlled Size Packs: 3001 Count Case and Greater Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Salt, Pepper, Sugar, Non-Dairy Creamer, Cocoa, Cream Cheese	**44**	**CS**
Spices, Flavorings or Food Colorings	**45**	**CS**
Spices, Individual Container	**46**	**CO**
Desserts – Sheet/Layer Cakes, cheese Cakes, Specialty Cakes, Pies, Cobblers	**47**	**CS**
Eggs: Fresh Shell (Per Dozen),	**48**	**CS**
Egg Product: Liquid, Frozen, Shelf Stable	**49**	**CS**
Chilled Dairy and ESL Foods: Yogurt, Sour Cream, Cottage Cheese, Heavy Cream, Half & Half	**50**	**CS**
Cheese to Include Non Individual Portion Controlled Pack Cream Cheese: Up to a 20 Pound Case	**51**	**CS**
Cheese to Include Non Individual Portion Controlled Pack Cream Cheese: Greater Than a 20 Pound Case	**52**	**CS**
Milk and Juices: Fresh, Chilled, Frozen and ESL: Up to 46 Ounce Containers	**53**	**CS**
Milk and Juices: Fresh, Chilled, Frozen and ESL: Greater than 46 Ounce Containers (Bulk: Half Gallon, Gallon, and BIBS)	**54**	**CS**
Milk Shelf Stable: UHT, Up to 46 Ounce Containers	**55**	**CS**
Milk Shelf Stable: UHT, Greater than 46 Ounce Containers (Bulk: Half Gallon, Gallon, and BIBS)	**56**	**CS**

Mixes – Ice Cream/Soft Serve, Yogurt, Milk Shake	57	CS
Individual Ice Cream Novelties and Ice/Fruit Bars	58	CS
Bulk Ice Cream	59	CS
Confectionary, Candy, Nuts, Icings, Dried Fruit, Baking Chips	60	CS
Cocoa, Hot Chocolate, Coffee, Tea, Beverage Base Powders	61	CS
Frozen Beverage and Frozen Juice Beverage Base Requiring Dispensers	62	CS
Soda, Sports Drinks, Juices and Non-Frozen Beverage Base: 2.5 to 3 Gallon BIB-Requiring Dispenser	63	CS
Soda, Sports Drinks, Juices and Non-Frozen Beverage Base: 5 Gallon BIB-Requiring Dispenser	64	CS
Bulk Beverages and Juices (Non-Dispenser Type) Greater than 46 ounces– To include Canned Soda, Sports Drinks, Water, Juice	65	CS
Individual Beverages and Juices (Non-Dispenser Type) Up to 46 ounces– To include Canned Soda, Sports Drinks, Water, Juice	66	CS
Food Service Operating Supplies (FSOS)- Cleansing Product and Supplies, Chemicals	67	CS
Food Service Operating Supplies (FSOS)- Kitchen and Dining Supplies, Pots and Pans, Kitchen Utensils	68	CS
Food Service Operating Supplies (FSOS)- Paper and Plastic Products	69	CS
Rapid Assembly Unit Storage Fee	70	Unit Per Month

XIII. 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% 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 and a maximum of six months. 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.

XIV. PROSPECTIVE PRICE REDETERMINATION (FARS DEV 2008-03 dated 25 Nov 08)

(a) General. The product price for non-Manufacturer Pricing Agreements (MPAs) items stated in this contract shall be periodically redetermined as stated below, except that the product prices for supplies that may be ordered before the first effective date of price redetermination (see paragraph (b)) shall remain as awarded.

(b) Price redetermination periods. For the purpose of price redetermination, performance of this contract is divided into successive periods. The first period shall extend from the date of the contract award for a minimum of 30 days, as identified in the schedule of items elsewhere in this contract. Periods of time must be in 30 day increments, i.e., 30 60, 90, 120, etc. The second and each succeeding period shall extend for a minimum of 30 days, as identified in the schedule of items, from the end of the last preceding period. The effective date of price redetermination for the second and each succeeding period shall be the Sunday following the last Tuesday of each month.

(c) Data submission.

(1) Price changes for supplies or services that may be ordered shall be submitted to DSCP by 3:00 PM, local Philadelphia time, on the last Tuesday of each month DSCP via an 832 EDI Transaction Set.

(2) The contractor shall submit invoices or quotes for the product price component of the contract unit price to support the requested price increase/decrease. The preferred method of submission is via email, but other methods may be utilized. The contractor is encouraged to submit the invoice or quote documentation for anticipated price changes prior to submitting the 832, preferably prior to placing the order with the manufacturer or grower.

(3) If the contractor fails to submit the data required by subparagraphs (1) and (2) above, within the time specified, the Contracting Officer may start the second and/or succeeding periods with the previously approved price.

(d) Price redetermination. Upon the Contracting Officer's receipt of the data required by paragraph (c), the Contracting Officer and the Contractor shall promptly negotiate to redetermine prices for supplies that may be ordered in the period following the effective date of price redetermination. Only prices deemed to be fair and reasonable by the contracting officer will be reflected in the catalog."

(e) Contract modifications. Negotiated redetermination of prices shall be evidenced by a bilateral modification to this contract, which is signed by the Contractor and the Contracting Officer.

(f) Disagreements. If the Contractor and the Contracting Officer fail to agree upon redetermined prices for any price redetermination period by the last Friday of the month, the Contracting Officer shall make the determination whether to delete the item(s) from the catalog.

(g) Price Reduction. Notwithstanding the above, DSCP will accept contractor-offered price reductions at any time.

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. For all items, including those covered by Manufacturer's Pricing Agreements, the contractor warrants 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 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 cost or price proposal 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 an incentive to encourage payment earlier then the normal terms of 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 then 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 and does not result in 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.

(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 official exchange rate as of 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.

XVI. MANDATORY ITEMS:

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 the Committee for Purchase From People Who Are Blind or Severely Disabled (the Committee) 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 can not 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.

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.

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, Dehydrated Cottage Cheese, Whole Egg Crystals, and Milk Nonfat Dry*

The COMMITTEE FOR PURCHASE FROM PEOPLE WHO ARE BLIND OR SEVERLY DISBLED
Approved the deletion of the following products effective November 11, 2007:

8910-01-E60-8830 Cottage Cheese, Dehydrated, 6/#10 CN/CS
8910-01-E60-6007 (or previously identified as 8910-1-E60-8831) Whole Egg Crystals, 14/1.75LB BG/CS

All other products remain unchanged, as mandatory.

ARC – Diversified
435 Gould Drive
Cookeville, TN 38506
P.O.C. Melissa Wilson (931) 432-5981

STOCK NUMBER	PRODUCT
8920-01-E60-7848	Cake Mix, Gingerbread, 6/5 LB BGS/CS
8920-01-E60-7849	Cake Mix, Gingerbread, 50 LB BG
8920-01-E60-7748	Cake Mix, Gingerbread, 6/#10 CN/CS
8920-01-E60-7846	Cake Mix, Devil's Food, 6/5 LB BGS/CS
8920-01-E60-7847	Cake Mix, Devil's Food, 50 LB BG
8920-01-E60-7747	Cake Mix, Devil's Food, 6/#10 CN/CS
8920-01-E60-7860	Pancake & Waffle Mix, Regular, 6/5 LB BGS/CS
8920-01-E60-7861	Pancake & Waffle Mix, Regular, 6/6 LB BGS/CS
8920-01-E60-7862	Pancake & Waffle Mix, Regular, 25 LB BG
8920-01-E60-7863	Pancake & Waffle Mix, Regular, 50 LB BG
8920-01-E60-7749	Pancake & Waffle Mix, Regular 6/#10 CN/CS
8920-01-E60-7856	Pancake Mix, Buttermilk, 6/5 LB BGS/CS
8920-01-E60-7857	Pancake Mix, Buttermilk, 6/6 LB BGS/CS
8920-01-E60-7858	Pancake Mix, Buttermilk, 25 LB BG
8920-01-E60-7859	Pancake Mix, Buttermilk, 50 LB BG
8920-01-E60-7850	Pancake Mix, Buttermilk, 6/#10 CN/CS
8910-01-E60-8830	Cottage Cheese, Dehydrated, 6/#10 CN/CS
8910-01-E60-6007 (or previously identified as 8910-1-E60-8831) Whole Egg Crystals, 14/1.75LB BG/CS	
8910-01-E60-8832	Milk Nonfat Dry 4lb general purpose, 6/#10 CN/CS

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. Jack Pipes or Mr. Nick Galante (800) 864 7835

STOCK NUMBER**	PRODUCT
8950-01-E60-5751	Garlic Powder, 1 LB CO, 12/CS
8950-01-E60-5752	Garlic Powder, 6 LB CO, 3/CS
8950-01-E60-5754	Garlic, Granulated, 12 OZ CO, 12/CS
8950-01-E60-5753	Garlic, Granulated, 25 OZ CO, 6/CS
8950-01-E60-5750	Paprika, Ground, 4.5 OZ CO, 24/CS
8950-01-E60-5749	Paprika, Ground, 1 LB CO, 12/CS
8950-01-E60-7767	Pepper, Black, Ground, Gourmet, 1LB CO, 12/CS
8950-01-E60-7770	Pepper, Black, Ground, Gourmet, 5 LB CO, 3/CS
8950-01-E60-7766	Pepper, Black, Ground, Gourmet, 1 LB CN, 12/CS
8950-01-E60-7769	Pepper, Black, Ground, Gourmet, 18 OZ CO, 6/CS
8950-01-E60-7768	Pepper, Black, Ground, Gourmet, 18 OZ CN, 6/CS
8950-01-E60-7765	Pepper, Black, Ground, Gourmet, 1.5 OZ CO, 48/CS
8950-01-E60-8237	Pepper, Black, Cracked, 1 LB CO, 6/CS
8950-01-E60-8236	Pepper, Black, Cracked, 1 LB CN, 6/CS
8950-01-E60-8235	Pepper, Black, Cracked, 18 OZ CO, 6/CS
8950-01-E60-8234	Pepper, Black, Cracked, 18 OZ CN, 6/CS
8950-01-E60-8239	Pepper, Black, Whole, 1 LB CO, 6/CS
8950-01-E60-8238	Pepper, Black, Whole, 1 LB CN, 6/CS
8950-01-E60-8241	Pepper, Black, Whole, 18 OZ CO, 6/CS
8950-01-E60-8240	Pepper, Black, Whole, 18 OZ CN, 6/CS
8950-01-E60-9456	Spice Blend, All Purpose w/o Salt, 2.5oz CO, 12/CS
8950-01-E60-9547	Spice Blend, All Purpose w/o Salt, 6.75oz CO, 6/CS
8950-01-E60-9458	Spice Blend, All Purpose w/o Salt, 10oz CO, 12/CS
8950-01-E60-9459	Spice Blend, All Purpose w/o Salt, 20oz CO, 6/CS
8950-01-E60-9460	Spice Blend, All Purpose w/o Salt, 28oz CO, 6/CS
8950-01-E60-9461	Spice Blend, Chili, Powder, dark, 16oz CO, 6/CS
8950-01-E60-9462	Spice Blend, Chili , Powder, light, 17oz CO, 6/CS
8950-01-E60-9463	Spice Blend, Chili Powder, light, 18oz CO, 6/CS
8950-01-E60-9464	Spice Blend, Chili Powder, dark, 20oz CO, 6/CS
8950-01-E60-9465	Spice Blend, Chili Powder, 5lb CO, 1/5lb/CS
8950-01-E60-9147	Spice Blend, Lemon Pepper, 28oz CO, 6/CS
8950-01-E60-9466	Spice Blend, Lemon Pepper, 26oz CO, 6/CS
8950-01-E60-9467	Spice Blend, Lemon Pepper, 27oz CO, 6/CS
8950-01-E60-9150	Spice Cinnamon, Ground, 16oz CO, 6/CS
8950-01-E60-9468	Spice Blend, Cinnamon, Maple Sprinkle, 30oz CO, 6/CS
8950-01-E60-9469	Spice Cinnamon, Ground, 15oz CO, 6/CS
8950-01-E60-9470	Spice Cinnamon, Ground, 18oz CO, 6/CS
8950-01-E60-9471	Spice Cinnamon, Ground, 5lb CO, 3/5lb/CS
8950-01-E60-9472	Spice Cinnamon, Stick, Whole, 8oz CO, 6/CS
8950-01-E61-0104	Spice Ginger Ground, 14oz CO, 6/CS
8950-01-E61-0105	Spice Ginger Ground, 15oz CO, 6/CS
8950-01-E60-9152	Spice Ginger Ground, 16oz CO, 6/CS
8950-01-E61-0103	Spice Blend Canadian Style for beef, 29oz CO, 6/CS
8950-01-E61-0106	Spice Pepper, Cayenne, Ground, 1.5oz CO, 48/CS

8950-01-E60-9155	Spice Pepper, Cayenne, Ground, 14oz CO, 6/CS
8950-01-E61-0107	Spice Pepper, Cayenne, Ground, 16oz CO, 6/CS
8950-01-E61-0108	Spice Pepper, Red, Ground, 16oz CO, 6/CS
8950-01-E61-0099	Spice Mix, Taco, 9oz CO, 6/CS
8950-01-E61-0100	Spice Mix, Taco, 11oz CO, 6/CS
8950-01-E61-0101	Spice Mix, Taco, 23oz CO, 6/CS
8950-01-E61-0102	Spice Mix, Taco, 24oz CO, 6/CS

**** The following stock numbers have been administratively assigned by DSCP to allow the sale of individual containers:**

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)
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)

3. *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

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

*** "Essentially the Same" Criteria**

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

1. It has effectively the same form, fit and function.
2. The JWOD and commercial products may be used for the same purpose.
3. The JWOD 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 JWOD product and commercial product are not significantly different from one another.

Note:
DSCP requests the invoices for mandatory products delivered under the AbilityOne program split out the F.O.B. Origin Procurement List price, the freight charges, and any up-charges such as for OCONUS shipment (seavan stuffing, markings, export pallets, etc.). If possible the invoices would be constructed to include all the charges and show the extended delivered price for each individual part number you are selling for example:

Part number 1, nomenclature, FOB P/L price X quantity + freight charge + up-charges = extended or delivered price
Part number 2, nomenclature, FOB P/L price X quantity + freight charge + up-charges = extended or delivered price

Part number 3, nomenclature, FOB P/L price X quantity + freight charge + up-charges = extended or delivered price

XVII. RELATED NON-FOOD ITEMS / FOOD SERVICE OPERATING SUPPLY ITEMS

A. This solicitation includes Food Service Operating Supply (FSOS) products associated with the preparation or serving of food as well as items associated with cleaning up of food preparation areas for the DoD and non-DoD customers. This includes, but is not limited to, plastic, foam, paper goods and cleaning supplies.

B. The offeror MUST provide a distribution price for this category.

XVIII. 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 price. 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.

XIX. 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 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.

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. 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.

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.

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.

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:

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

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

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

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

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

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

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

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 essential accounts shall also be given to the customers covered under this contract.

B. ***The Prime Vendor shall station at least one (1) full time (dedicated) customer service representative within the contracted region (Hawaii) to maintain continuous contact with the ordering activities, and especially with regard to emergency service requirement, product quality complaints, shipping discrepancies, and damaged product. All customer service representatives are required to speak English, and must have the authority to make binding decisions on behalf of the Prime Vendor on any concern, which, may occur. 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 to the Contracting Officer.***

C. 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.

D. At a minimum, quarterly visits to the customers 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. 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. Failure to source new items requested by the customer with the sixty (60) day time limit may have a negative effect on the offeror's past performance evaluation factor for future proposals submitted to DSCP. 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 requirement for new items that are not part of the contractor's inventory. 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.**

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 supplier 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 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.

E. For all zones during the life of the contract, the Prime Vendor may also be asked to source, store and / or distribute other than class one products. Fees will be negotiated upon determination of a requirement.

XXII. FORCE PROTECTION

A. 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.

B. 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 force protection/food defense plans relating to plant security and security of product in light of the heightened threat of terrorism and secure product from intentional adulteration/contamination.

C. 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.

D. 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/fscheck.pdf or contact the applicable Contracting Officer or the DSCP Quality Audits & Food Defense Branch) 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:

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

XXIII. 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.

XXIV. FOOD SHOWS

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.

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 brokers/manufacturers 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 discount 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.

XXV. 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.**

Note: See Page 135 paragraph L. "Monthly Asset Visibility Report" for more information on the above.

XXVI. BACK-UP PRIME VENDORS

The Prime Vendor contract(s) for the Hawaii AOR may become a potential backup supplier for other zones should a prime vendor in a nearby zone, in an extremely rare instance, be unable to support, one, some, or all of the customers in that assigned zone. Offeror's agreement to perform as a potential backup prime vendor is required; however, if this rare situation does arise, a contractor's assignment to act as a backup to any or all customers in another zone would be negotiated through a bilateral agreement (modification) to the contract. As part of this agreement, the distribution fees for the backup prime vendor to support the customers of another zone would be negotiated at that time. These measures would be taken to preclude the need to re-solicit for support to the affected customers, as well as to maintain the required service to these customers.

XXVII. 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.

XXVIII. TITLE

Title of all U.S. manufacture products purchased for the Government remains with the Contractor during the shipment, and title passes to the Government when products are inspected and accepted at the final delivery point (e.g. Dining Facility and Navy Ships(s)).

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, Point of Delivery.

For Prime Vendor 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.

NOTE: ALL CLAIMS OF SPOILAGE OR SHORTAGES WILL BE INVESTIGATED ON A CASE BY CASE BASIS BY THE CONTRACTING OFFICER IN ORDER TO DETERMINE WHETHER THE PV, CUSTOMER, OR THIRD PARTY BROKER/TRANSPORTER IS LIABLE FOR THE LOSS.

XXIX. FREE ON BOARD (F.O.B.) POINT

A. 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 pg 57, 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.

XXVIII. CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM

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.

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). It is estimated that, at the time of award, certificate prices will range 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.

XXIX RAPID ASSEMBLY PROGRAM (RAP)

As a part of an overall readiness plan to support the warfighter in the Pacific Area of Operations (AOR), DSCP will pre-position a Rapid Assembly Program (RAP) Unit at the facility of the awardee. A RAP unit is a flexible, portable system that can be set up anywhere in a short period of time. This unit can be used to assemble items into a kit configuration. Lead times and capacity can be increased quickly to respond to disaster relief, increased military activity or civil needs.

The system is contained in a 40 foot MILVAN and relies on manual handling of materials to load components of Operational Rations or any other groups of items into

corrugated boxes. The complete process of making boxes, assembling rations or kits and sealing boxes can all be done by hand. However, the use of a box erector, roller conveyors, automatic taping machines and a pallet wrapper allow throughput to be greatly increased while using fewer workers and less space. If utilities or adequate space are not available for one of the three recommended configurations of the assembly/conveyor line, alternatives can be utilized to make the most effective use of available resources.

At the current time, DSCP will request that the RAP Unit be kept in a secure area. DSCP will pay storage costs for keeping the unit in a safe and secure area. The future utilization of this unit will be further defined at a later date. However as part of your readiness plan, please submit information as to how long it would take your firm to hire temporary workers to work on this assembly line. Also, please provide DSCP with the location and description of where the unit will be stored at your facility. The awardee will receive the RAP Unit in 100% ready-to-go operational status. DSCP will pay for and arrange for inspections every 12-15 months and test the operational status of the unit by assembling operational rations every 24 months.

The awardee will receive a fully operational, 100% ready-to-go unit. During the first year, DSCP will arrange for personnel from DDJC to go to the Awardee's OCONUS location and train the Awardee's personal on the maintenance of the unit. Personnel from DDJC will also go to the Awardee's OCONUS location when annual maintenance is being performed.

DESCRIPTION AND SPECIFICATIONS

I. DEFENSE APPROPRIATIONS ACT

A. All items supplied under the contract awarded as a result of this solicitation must comply with the Berry Amendment (10 U.S.C. 2533a) and the provisions of Clause 252.225.7012. These references require that all items supplied under the contract be grown and produced in the United States or its possessions, except the exempted items listed below.

Exempted Items:

Anise	Bamboo shoots
Bananas	Beef, corned, canned
Beef Extract	Brazil Nuts, unroasted
Capers	Cashew nuts
Castor Beans and Oil	Chestnuts
Chile	Cocoa Beans
Coffee, raw or green bean	Oranges, mandarin, canned
Spices and herbs, in bulk	Tapioca, flour and cassava
Tea, in bulk	Thyme oil
Olive Oil	Sugars, raw
Vanilla beans	Grapefruit sections, canned
Water Chestnuts	

Olives (green), pitted or pitted or stuffed in bulk
Coconut and coconut meat, unsweetened, in shredded, desiccated, or similarly prepared forms
Tartar, crude; tartaric acid and cream of tartar in bulk.

B. For additional information, please consult the DoD FAR Supplement at 225.7000 "AUTHORIZATION ACTS, APPROPRIATIONS ACTS, AND OTHER STATUTORY RESTRICTIONS ON FOREIGN ACQUISITION" and/ or contact the Contracting Officer.

C. During the year, the Government may issue individual domestic non-availability determinations when warranted. The Contracting Officer will forward a notice to the Prime Vendor as the determination(s) is (are) made.

II. ORDERING SYSTEM

A. The Government's ordering system requires that for the purpose of invoicing, **unit pricing will be fixed at the unit price effective in the catalog at the time of order**. The delivery date will have no effect on this price.

B. All customers listed within are currently using the Subsistence Total Order and Receipt Electronic System (STORES), accessed via the Internet.

Subsistence Total Order and Receipt Electronic System (STORES)

1. STORES is the Government's translator/ordering system that is capable of accepting orders from any of the Services'; i.e. Army, Air Force, Navy, or Marines, individual ordering systems and translating them into an Electronic Data Interchange (EDI) format. In addition, this information is passed to DSCP for the purposes of contractor payment and customer billing. Attachment 3 provides additional EDI information.

2. Customers will be able to order all of their food and beverage requirements through STORES. Some customers will also be able to order non-food items through STORES. The system will transmit orders to the Prime Vendor and to DSCP. It may be possible during the life of this contract that all customers will have the opportunity to order the non-food items from STORES.

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 unit price, i.e. separate Product Price and Distribution Price 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.

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. 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.)

NOTE: The Vendor maybe required to implementing the following system during the life of the contract:

Enterprise Linked Logistics Information Source (ELLIS)

ELLIS is an EDI centric web-based tool that provides visibility of the supply chain through a single source. ELLIS can be accessed at http://ellis.dscr.dla.mil. ELLIS captures the data necessary to evaluate the performance of each Supply Chain segment: from user requisition through the delivery order process to final item delivery. ELLIS provides the data and event driven processes necessary to proactively manage and streamline the Supply Chain. ELLIS serves a wide range of user groups from the Warfighter, to the item manager, to the Program Manager and to the Vendor. An ELLIS help guide is available at http://ellis.dscr.dla.mil

Performance will be tracked through ELLIS by measuring the length of time between certain EDI transactions. Following approval of an order in KO Portal, the contractor will receive approval notice via an EDI 864 transaction while at the same time a final EDI 855 transaction will constitute the delivery order date in ELLIS. This shipment notice (EDI 856 transaction) will constitute the date of shipment.

III. ORDER PLACEMENT

A. **For Zones 1 and 2 – Hawaii Land Based and Ships Customers**
Customers shall place their orders to accommodate a "skip day" delivery. An order placed on March 1st would have a required delivery date of March 3rd. Orders may be

placed with a longer lead-time; however, the minimum lead-time is "skip-day". Customers will be required to adhere to the specified cut-off time to place an order for skip day deliveries which will be negotiated and become part of the contract, upon award.

IV. ORDER FILL AND SUBSTITUTION POLICY

A. In terms of "Add-On" items, or items the customer decides to order after their initial order is submitted to the Prime Vendor, the vendor may not add these items on to the existing order. The customer is required to submit a completely new and separate order for these additional items. The vendor will fill this new order, along with the original order, within the required 48-hour delivery time frame.

B. In terms of substitutions, all supplies shall be furnished on a "fill or kill" basis. No substitutions will be accepted unless authorized by the ordering office. Offerors are required to have procedures for handling not-in-stock (hereinafter NIS) situations. The Prime Vendor shall advise the customer by 12 noon on the skip day 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, or advise them of the not-in-stock position of the item. The customer will make the final decision on the acceptability for any substitutions. A substitute item must be of equal or higher technical quality and equal or lower in price. Substituted items cannot be added to the original order for delivery and customer is required to place an order for these items separately. The vendor will fill this new order, along with the original order, within the required 48-hour delivery timeframe.

C. The awardees' ordering system must be able to accommodate multiple orders from the same customer with the same order date and RDD. Replacement orders will not be acceptable and phone / fax orders will not be viewed as acceptable commitments.

V. PRODUCT QUALITY

A. Acceptance of supplies awarded under this solicitation 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 established shelf life (i.e., Open Date codes, Best if Used by Date, Expiration Date, or other markings). For annual pack items, products will be from the latest seasonal pack available, unless specifically authorized by the customer.

NOTE: Products commonly sold "Chill" in the commercial market but required/identified as "frozen" in the DSCP item description (due to customer needs and mainly for OCONUS shipment/locations) should be purchased frozen from the manufacturer. These short-shelf life items may include: Hot dogs, bologna, bacon, deli meats, cooked hams, other cooked meats, and cheeses (cottage cheese and cream cheese shall not be frozen). These items should be frozen at the manufacturer's plant (preferably) 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. The Prime Vendor's label shall correlate with the manufacturers' frozen shelf life recommendations for each type of product. Documentation of the manufacturers' recommended "Freeze-by-Date" and the frozen item recommended shelf life should be available for review if the product is blast-frozen at the PV's facility. Products required by the DSCP Item

Description to be chill must be maintained and delivered chill and products required to be frozen must be delivered frozen to the DSCP customer (no product shall be slow-frozen in any case), unless approved by the Contracting Officer.

B. It is imperative to note that afloat vessels may deploy at a moment's notice for an extended period of time; therefore, for ship customers, it is necessary that the delivered product be of the latest date of pack. At a minimum, product will have 3 months of expected original manufacturer's shelf-life remaining for subsistence items having a manufacturer's shelf-life of 9 months or greater. At a minimum, product will have 2 months of expected original manufacturer's shelf-life remaining for subsistence items having a manufacturer's shelf-life of less than 9 months. If product is manufactured with 90 days of shelf-life or less, the Contracting Officer requires a minimum of 14 days remaining shelf-life at time of delivery. For items manufactured with less than 14 days of original shelf-life, the vendor will deliver wholesome product with the freshest shelf-life available. The vendor will closely coordinate production and delivery times in order to insure that product will meet the end-use customer's usage needs.

For all shore-based customers, a minimum of one month of the original shelf life shall be remaining at time of delivery. As with any substitution, the vendor must receive the customer's prior approval if product offered for delivery will possess a lesser shelf-life. Chilled products shall not be frozen in an attempt to extend the *products'* shelf life. The Food Service Representative and/or Veterinary Inspector will make final determination as to whether or not the product is in an acceptable condition/fit for consumption.

C. All Open Date Codes, Best if Used by Dates, Date of Packs, and Expiration Dates must be determined by the manufacturer's code book.

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. 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 (Theater Food Service Advisor) 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 Contracting Officer Representatives for review/concurrence.

iii. The Contracting Officer or Contracting Officer Representative, 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).

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

D. 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. A substitute item must be of equal or higher quality and equal or lower in price.

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

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-In, First-Out (FIFO) principles and/or First-Expired, First-Out (FEFO);
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.

VII. 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.

VIII. 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 Clause DLAD 52.246-9046, "Phytosanitary Certificates for Export Shipments of Produce" in this solicitation.

IX. 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.

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.

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.

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 PRODUT 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).

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).

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

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:

(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.

4. <u>Sample List/Selection of Samples</u>

The FTSB's 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.

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.

X. JUICE AND DRINK DISPENSERS

A. When requested, the contractor is required to furnish beverage dispensing machines and beverage products, 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.

B. The contractor shall furnish mechanically refrigerated dispensing machines and heads suitable for use with the contractor's bag-in-the-box juices and drinks. A sufficient number of machines and dispensing heads shall be installed in the customer's facility to accommodate the specific needs of each ordering activity.

C. The contractor will provide a technically qualified service representative to perform monthly maintenance and quality control inspections on each dispensing system. If more frequent maintenance is deemed necessary, the Prime Vendor must provide this additional service at no additional cost.

D. Any equipment or material furnished by the Prime Vendor shall remain the property of the vendor and must be returned to the vendor at the conclusion of the contract in the same condition in which it was received.

XI. HOT SOUP, MASHED POTATO AND CEREAL DISPENSERS

A. When requested, the Prime Vendor shall furnish hot soup, mashed potato and cereal dispensers suitable for types of items needed as requested by the customer. Maintenance or replacement shall be in accordance with normal commercial practice.

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.

PACKAGING AND MARKING

I. PACKAGING, PACKING, AND LABELING

A. All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug and Cosmetic Act and regulations promulgated 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.

B. 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.

C. 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.

D. All fresh poultry items will be packed in ice packed cartons or gas-flush cartons.

E. All fresh seafood items will be packed in ice packed cartons.

F. 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.

G. The Child Nutrition Centers require that the CN (Child Nutrition) Label is on the outside of each of the cases ordered, to meet USDA standards.

II. MARKINGS

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.

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.

E. **CODE DATES:** All products shall be identified with readable open code dates clearly showing the Use by Date, Date of Production/Pack (DOP), Date of Processing/Pasteurization, Expiration Date, Manufacturer Sell By Date, and/or similar marking. If the product manufacturers/producers do not use open code dating the PV should request from their suppliers, 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 apply the open code date to their own label.

F. **TRACEABILITY REQUIREMENTS FOR PRIME VENDORS OR PV'S SUPPLIERS RE-PACKAGING AND RE-LABELING PRODUCTS**

If the PV or a PV's supplier 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/vessel, 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/vessel, 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-FTSB's 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

III. UNITIZATION

A. For delivery (loading onto customer vehicle) to the customer, all cases of product must be palletized. The type of pallet may be a two-way entry wing type pallet or a standard commercial wood or plywood 4-way entry, double winged or flush type pallet. If the type of pallet is a commercial wood wing, the pallet dimensions are 40"X48"X48" or 48"X40"X48". If using a standard commercial pallet the maximum height should not exceed 54", including the pallet. A bottom pad, 40"X48", of commercial fiberboard shall be positioned on the pallet before loading the pallet.

B. 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.

IV. PACKAGING, PACKING, LABELING, MARKINGS AND PALLETIZATION FOR NAVY SHIPS

A. All packaging and packing shall be in accordance with good commercial practice, except as stated in paragraph E. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code. Labeling shall be in accordance with clause 52.246-9044. In addition, cases require labels which must 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, or similar marking indicating the end of guaranteed freshness date (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.**

B. 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.

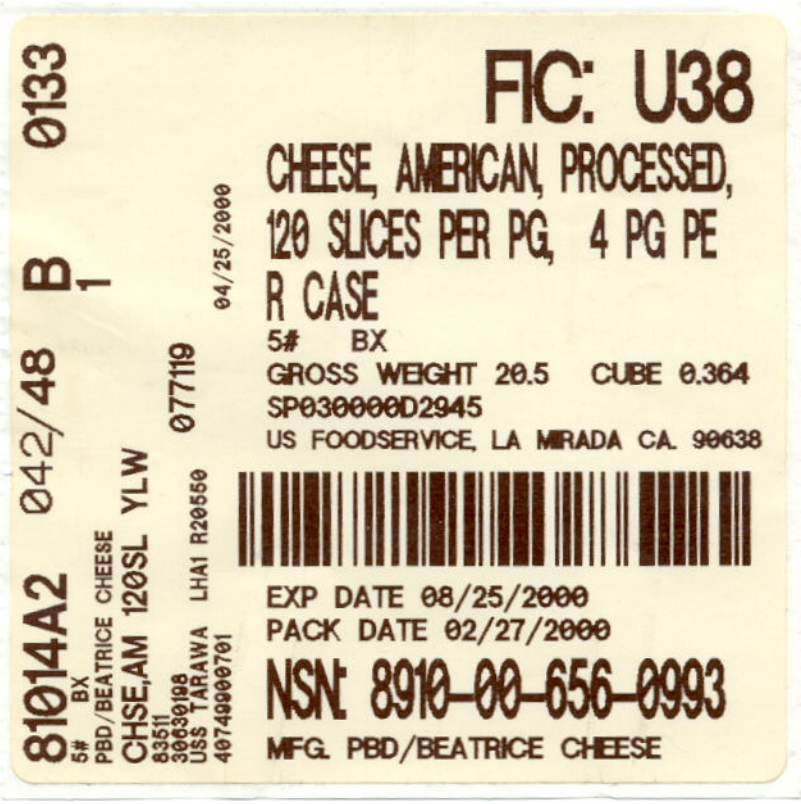
In addition to the information listed above, the Prime Vendor must provide a bar code on the case label by using the following:

1. Checkmate Inventory for Windows
2. The Prime Vendor 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 or 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 ½" tall.
3. Human readable Funding Information 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")



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.

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.

All beef, pork, lamb, and veal items shall be packaged in a vacuum process, gas flushed and wrapped in polyethylene wrapping, or vacuum packed and received in a frozen state. All poultry and seafood items are to be received in a frozen state. Commercial cartons will be used for all boxed items. **The Prime Vendor should maximize the use of commercial packing that employs sturdy containers and head space no greater than one half (1/2) inch. Case weights should not exceed sixty (60) pounds.** Case weights for high volume items should not be less than forty (40) pounds. These items will be identified at cataloging. Clarification and changes of high volume items will continue throughout the life of this contract.

C. PACKAGING FOR SHIPBOARD STOWAGE MAY REQUIRE DEVIATION FROM STANDARD COMMERCIAL PACK. PRODUCT SHOULD BE SNUGLY PACKED WITH NO MORE THAN ONE HALF INCH OF HEADSPACE.

D. Commercial cartons that fail to hold up under ship board stowage conditions must be changed to ensure product durability.

NOTE: 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.

E. The Prime Vendor shall use standard commercial pallets and the maximum height should not exceed 60 inches, including the pallet. All pallets must be shrink wrapped. Pallet retrieval, and all associated costs, shall be the responsibility of the Prime Vendor.

F. Palletization:

1. For Navy Ships Customers, all products must be palletized and placed on the pier at the brow of the ship .

2. Palletizing for Resupply ships, Amphibious Assault Ships (LHD) and Carriers 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. Pallet height must NOT exceed 54”. The unit load bonding material must consist of strapping’s: 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.

3. All other ships and hull types will use commercial palletization and shrink-wrapping. Pallet height shall not exceed 60” in height including the pallet. SAME AS E ABOVE.

4. 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, size and unit, the quantity is the number of shipping cases in the unit load, the gross weight and cube, the contract and delivery order number, the contractors name, address and nine digit zip code, and expiration date.

5. All shipments of flour, sugar, salt and rice must be further packaged in a tri-wall container.

INSPECTION AND ACEPTANCE

I. INSPECTION AND ACCEPTANCE

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

B. 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.

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

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

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

F. 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" contained in the solicitation.

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.

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 Veterinary Inspector shall notify the responsible Food Service Officer.

The Food Service Officer shall inspect and determine the course of action to be taken with the product in question. If present, the contractor representative may be consulted. The final decision is to be made by the Food Service Officer and/or his/her representative.

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 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, same day re-delivery of items that were previously rejected shall be made, so that the customer's food service requirements do not go unfulfilled for that day. The re-delivered items will be delivered under a separate invoice utilizing the same call number, CLIN number, and purchase order number for the discrepant line. These re-deliveries will not constitute an emergency requirement and therefore will have no additional charges.

D. In the event that a product is rejected the customer may agree to dispose of it after initial delivery is made, or the Prime Vendor may be required to pick up the rejected product. Credit due to the ordering activity as a result of the rejected product being returned, will be handled through a receipts adjustment process in STORES. If the vendor has already been paid for the product, a claim will be issued through DSCP's financial system. In all cases, one (1) copy of the credit memo is to be given to the customer and one (1) copy of the credit memo is to be sent to the DSCP Acquisition Specialist.

If a customer requires a one-to-one replacement, no additional paperwork is necessary. The vendor delivery ticket/invoice will show that product is a replacement for rejected item. The invoice shall reference the call number, CLIN number, and purchase order number of the originally ordered product.

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.

DELIVERIES AND PERFORMANCE

I. CONTRACT IMPLEMENTATION/EFFECTIVE PERIOD

A. In the event that follow on contract is awarded to a firm other than the incumbent Prime Vendor, the Government intends to: (i) make award approximately 60 days prior to expiration date of the incumbent contract, (ii) establish a time phased transition schedule during the incumbent contract's final 60 days of operation, and (iii) to phase in customer ordering points to the new Prime Vendor on a schedule that is in the best interest of the Government. During the implementation period, the incumbent Prime Vendor will remain the principal source of food and non-food supplies. Performance failure during this period may result in the contract termination

for cause. The order of precedence for customer support is (1) the incumbent Prime Vendor and (2) the New Prime Vendor.

B. Within (14) days after notification of award, the outgoing incumbent Prime Vendor will submit to their respective Contracting Officer a proposed ramp-down schedule to include a Total Asset Visibility (TAV) Report. This report must show, by item and quantity, the location of each product in its residual inventory, whether on order, in the PV's CONUS warehouse, in transit, or in the PV's OCONUS warehouse. In addition, the incumbent Prime Vendor must submit with this report the remaining shelf life for all residual inventory and the appropriate average monthly demands (AMD) with respect to each product in its residual inventory. Upon receipt /review/discussion, the Contracting Officer will assist the new Prime Vendor with forecasting levels and the ramp-up phase shall begin. The Government will avert significant and additional over-ocean transportation charges if the new Prime Vendor considers purchasing residual levels of inventory from the incumbent as an initial basis for creating a total asset pipeline.

C. At least (60) 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 45 days prior to implementation, the new PV will submit its first Total Asset Visibility (TAV) Report to the Contracting Officer. This report must show, by item and quantity, the location of each product in its residual inventory, whether on order, in the PV's CONUS warehouse, in transit, or in the PV's OCONUS warehouse. The new Prime Vendor shall be fully prepared to support all customers under the contract at least 30 days prior to expiration date of the incumbent contract. It is the Government’s intent to have all orders placed under the new Prime Vendor contract when the incumbent contract expires. However, the Government reserves the right to phase in customer ordering points on a schedule that is in the best interest of the Government.

The effective date of the contracts shall be the first day that one or more facilities place an order under the contract after the 60 day ramp-up period. In order to take into account the implementation period described above, the contracts shall begin on the date of award. Notwithstanding the contract’s date of award, the effective base period shall begin on the date of the first ordering under the contract(s) after the 60 day ramp-up period and shall end two (2) years later. This means that the contract’s base period may exceed two years when the time permitted for implementation is taken into consideration. Thereafter, the option period, if exercised, will begin on the anniversary of the base ordering period ending date. There is one (1) potential option period.

II. 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.

III. DELIVERY INSTRUCTIONS

A. Deliveries shall be F.O.B. destination to all ordering activities and delivery points. All items will be delivered to customer locations, free of damage, with all packaging and packing intact. The contractor shall remove all excess pallets used for delivery from the OCONUS customer’s location. No pallet exchange programs will be available for the customers listed in this solicitation. Pallet height may not exceed fifty-four (54) inches.

B. Installation delivery routes and stop-off sequence will be coordinated and verified with the installations on a post award basis by the awardee(s).

C. All deliveries are subject to military inspection at destination. Delivery vehicles may be required to stop at a central location for inspection before proceeding to the assigned delivery point(s). Additionally, upon completing the delivery (or deliveries) and before the carrier leaves the installation, copies of the invoices may be required to be delivered to a central "Accounting Office" activity on the installation after all drops have been made and prior to the carrier's departure from the installation. As described and detailed in this solicitation, all inspections by US Army Veterinary Service 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 any Department of Defense entity (e.g., CENTCOM). Any and all inspection determinations made by the US Army Veterinary Service shall be final.

D. Specific delivery point information is provided below. Some installations have more than one delivery point. Awardee must provide expeditious off-loading and delivery to the customer and ensure that the personnel loading and delivering the product provide prompt and efficient service to the customer.

E. Products for individual customers/dining facilities must be segregated. Many of the military bases have more than one delivery point. All products shall be segregated by drop-off point. The intent is to provide expeditious off-loading and delivery to the customer.

F. 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 any internal ID and security requirements of the specific site. Trucks should also be properly registered with each activity to ensure smooth admission to the compound, while fully honoring all in-house security protection measures of the military activities.

G. Deliveries shall average three times per week to each customer, unless the customer and the contractor agree upon less frequent stops. Certain customers, such as the small boys and submarines, may require more frequent deliveries due to such factors as less storage capacity. Saturday deliveries may occasionally be necessary. If bread, milk and ice cream products are added to this contract, delivery may be 5-6 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.

H. All ships delivery routes and stop-off sequence will be coordinated and verified with the FISC/MSC 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/MSC, from their vehicle, any delays or changes in scheduled deliveries.

I. Prime Vendor contractors should be aware that projected feeding strengths at each naval location 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. For Navy Ships customers, the Prime Vendor Customer Service Representative should maintain open communications with the FISC/MSC 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/MSC is essential. A restocking fee **will not** be assessed as a term of this contract.

J. Delivery tickets (i.e., annotated and signed copies of the receipt documents) must be dropped off at the FISC/MSC office prior to the delivery truck departing from the base.

K. All deliveries are subject to military medical inspection at destination. Delivery vehicles may be required to stop at a central location for medical inspection before proceeding to the assigned delivery points(s).

L. Prime Vendors must provide shelter for all product delivered during inclement weather.

M. In the future, the Prime Vendor may have to coordinate deliveries with a private firm, who will load the product onboard the ships.

N. **DELIVERY POINTS**

1. **Zone 1 – Hawaii Land Based Military Customers**

DODAAC	CUSTOMER NAME	PHYSICAL ADDRESS	CITY
000101	AVN BDE DINING FACILITY	BLDG 102, SANTOS DUMONT ST	WAHIAWA
000102	125TH SIG BN DINING FACILITY	179 ANDRANDE RD, BLDG 300	
000103	HQ CO DINING FACILITY	BLDG 503B, PIERCE ST	FORT SHAFTER
000104	NCO ACADEMY	BLDG 6056, SANTOS DUMONT AVE	EAST RANGE
000106	E-QUAD DINING FACILITY	BLDG 550, FOOTE AVE.	SCHOFIELD BKS

000107	F-QUAD DINING FACILITY	BLDG 650, FOOTE AVE.	SCHOFIELD BKS
000108	2ND BRIGADE DINING FACILITY	BLDG 2085, FOOTE AVE	SCHOFIELD BKS
000109	J-QUAD DINING FACILITY	BLDG 844 CAPRON AVE	SCHOFIELD BKS
000110	A-QUAD DINING FACILTY	BLDG 133 FOOTE AVE	SCHOFIELD BKS
000111	65TH ENGR BN DINING FACILITY	BLDG 1492, TRIMBLE RD	SCHOFIELD BKS
000114	K-QUAD DINING FACILITY	45TH CSG BLDG 780 SMITH AVE	SCHOFIELD BKS
000115	605TH TRANS DET	(LSV-2) PIER A-5 BISHOP PT	HICKAM AFB
000116	163RD TRANS DET 9 LSV-5	BISHOP POINT PIER A5	HICKAM AFB
000312	548TH TRANS DET (LSV-7)	BISHOP POINT PIER A5	HICKAM AFB
169241	HAWAII JOB CORPS CENTER	41-467 HIHIMANU STREET	WAIMANALO
FT6580	AIR NATIONAL GUARD HAWAII	360 HARBOR DRIVE, BLDG 3417	HICKAM AFB
FT9128	HALE AINA DINING FACILITY	BLDG 1860 ANDREWS AVE.	HICKAM AFB,
FT9129	MOKULELE FLIGHT KITCHEN	BLDG 2037, BY MAC TERMINAL	HICKAM AFB,
FT9459	MAIN-CHILD DEVLP CTR	BLDG 1597	HICKAM AFB,
FT9460	HARBOR CHILD DEVLP CTR	BLDG 623	HICKAM AFB
FT9461	CHILD DEVLP CTR-WEST	900 HANGAR AVE., BLDG 1654	HICKAM AFB,
FT9462	HICKAM YOUTH CENTER	900 HANGAR AVE., BLDG 1335	HICKAM AFB,
M00312	KANEOHE TROOP ISSUE	ANDERSON HALL, BLDG 1089	KANEOHE BAY
M00318	KULA O'KAMALII CDC	MCBH BLDG 6111	KANEOHE BAY
MEF303	III MEF FOOD SERVICE	(DELIVER TO PTA) USMC	HAWAII
N0534A	BARKING SANDS GALLEY	BLDG 1262	KEKAHA
N43456	NIOC HAWAII, GENERAL MESS	BLDG 9, WAREHOUSE/TUNNEL BLDG 25	SCHOFIELD BARRACKS

N62813	SUBASE GALLEY	BLDG 655A	PEARL HARBOR
PRTISA	BRANCH-TISA-PTA	BLDG T-83 (ARMY)	POHAKULOA TRAINING AREA
PX3JP3	TISA - SCHOFIELD	BLDG 2071, LYMAN RD	SCHOFIELD BKS
WX3JN9	TRIPLER ARMY MEDICAL CENTER	FOOD SERVICE DIVISION	HONOLULU
Z11409	USCGC RUSH WHEC 723	SAND ISLAND ACCESS ROAD	HONOLULU
Z11411	USCGC JARVIS WHEC 725	SAND ISLAND ACCESS ROAD	HONOLULU
Z15243	USCG KUKUI	AREA 4 SAND ISLAND ACCESS ROAD	HONOLULU
Z15245	USCGC WALNUT WLB205	400 SAND ISLAND PARKWAY	HONOLULU
Z20255	BP COAST GUARD AIR STATION	ONE CORAL SEA ROAD	KAPOLEI
Z47810	USCG INTEGRATED SUPPORT COMMAND	400 SAND ISLAND PARKWAY	HONOLULU

2. **Zone 2 – Hawaii Navy Ships Customers:**

DODAAC	SHIP
R23155	USS CHAFEE
R21625	USS CHOSIN
R23146	USS CHUNG-HOON
R21104	USS CROMMELIN
R21944	USS HOPPER
R21827	USS LAKE ERIE
R21951	USS O'KANE
R21822	USS PAUL HAMILTON
R21830	USS PORT ROYAL
R21351	USS REUBEN JAMES
R21821	USS RUSSELL

DODAAC	SUBMARINE
R20882	USS BREMERTON
R21763	USS CHARLOTTE
R21832	USS CHEYENNE
R21100	USS CHICAGO
R21817	USS COLUMBIA
R21692	USS COLUMBUS
R21831	USS GREENEVILLE
R21101	USS KEY WEST
R20826	USS LA JOLLA

R20202	USS LOS ANGELES
R21302	USS LOUISVILLE
R20884	USS MINNEAPOLIS-ST PAUL
R21024	USS OLYMPIA
R21413	USS PASADENA
R21693	USS SANTA FE
R21816	USS TUCSON

i. **For ship customers,** the Prime Vendor will be responsible for delivery to a pier location that will be designated on the delivery order. All product must be off loaded on the pier at the brow of the ship or in a designated sequence/location as stated on the delivery order or by ship's personnel. Lift gates that adequately support a full size pallet are required. Fork lifts and pallet jacks must be made available at no cost to the Government, when required.

ii. The PV shall provide pallet counts to customers within 90 – 100% accuracy at least 48 hours prior to RDD, where applicable. If an order is submitted 3 days before RDD, then the PV shall provide the pallet counts 24 hours prior to RDD. The breakdown shall be by dry, chill, FF&V and freeze.

iii. **Fill Rate** – The PV shall provide fill rate to the FISC STORES Operator within 48 hours of EDI, when applicable, to include a list of NIS lines.

iv. **Missing CLIN from Delivery Ticket –** The PV shall notify the FISC STORES Operator of all rejected CLIN's within 24 hours of EDI. All lines ordered by the customers must be listed on the fill rate reports and an explanation provided if there is a special circumstance for exclusion.

v. **Delivery Ticket –** The PV shall provide signed electronic or hard copy delivery tickets to the FISC STORES Operator within 48 hours after RDD.

vi. All orders shall be accompanied with three copies of the invoice/documents.

vii. DELIVERY TO SHIPS AT ANCHORAGE:

Due to special circumstances associated with anchorage deliveries for Aircraft Carriers, ESF platforms, all foods will be delivered in dry/refrigerated containers. For deliveries other than Aircraft Carriers and ESF platform load-outs, the PV is responsible to ensure that foods requiring refrigeration are delivered without affecting shelf life of the products. Use of gel packs and/or dry ice inside tri-walls is an acceptable method to maintain temperature control.

O. All orders shall be accompanied with three copies of the invoice/documents.

P. DELIVERY TIME- Applicable to both zones: To be mutually coordinated between the vendor and the customers.

Delivery schedules and times will be defined after contract award. However, DSCP anticipates a minimum of 3 deliveries per week to shore locations and delivery windows

between 5:00 a.m. and 12:00 p.m. Due to unscheduled ship movement, the Prime Vendor must be prepared to be able to deliver outside the normal time frames as needed. Due to the high security posture in the areas involved under this solicitation, the Prime Vendor may be required to arrive several hours prior to the actual delivery time in order to clear security. Unless properly coordinated with respective military base security, it should be noted that changes in delivery vehicles or drivers during the contract period could cause major delays accessing the base. This is for informational purposes only. The Prime Vendor is responsible for meeting all delivery schedule times and must conform to all base/pier security procedures. Security posture in the area is subject to change. All other security orders that are issued by the Commander must also be adhered to. All drivers will be responsible to carry proper company picture identification and cell phones, use registered vehicles, and provide the customers with 24 hour notice of anticipated deliveries, for security reasons, in addition to observing any other security measures required by the individual bases.

Q. Customers may cancel orders up to 8 hours prior to delivery. No restocking charges apply.

R. Fitting Out and Supply Support Assistance Center (FOSSAC):

With respect to the Prime Vendor support to United States Navy ships, the Prime Vendor contract includes the loading and stowage of ships stores aboard ship. The actual loading and stowage of such products will be undertaken by FOSSAC through its contracts with private parties. The Prime Vendor's responsibility and liability ends upon delivery to the "brow of the ship" where the Government accepts the products delivered. 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. The coordination and scheduling of deliveries by the Prime Vendor to the ships, as described in this Solicitation, remains unchanged.

IV. FILL RATE/SUBSTITUTIONS

A. Order fill rates shall be calculated on an on-time, per order basis and tracked for monthly submission to the Contracting Officer/Acquisition Specialist. The fill rate shall be calculated as follows and shall not include substitutions, mis-picks, damaged cases, etc.:

(Cases accepted/cases ordered) X 100 = Fill Rate %

B. Definitions:

1. Cases accepted: The product that the customer has received and receipted not including damaged cases, mis-picks, and product substitutions.

2. Cases ordered: The product requested by a customer.

C. The contractor will submit a monthly report by customer to the DSCP Contracting Officer with the following information:

1. Fill rate.

2. List of all items that were not-in-stock (NIS), returned, damaged, mis-picks, etc.

D. All orders placed by the customer are made on a "fill or kill" basis. If an item cannot be delivered at the required delivery date of the original order, the item is considered Not in Stock (NIS). 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 48 hour delivery window.

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

VI. HOLIDAYS

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

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

Note: Saturday holidays are celebrated 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.

Contractors! List any additional holidays that you observe:

_____
_____
_____
_____

VII. EMERGENCY ORDERS

A. The Contractor must be able to receive and process purchase orders on any day of the week to include all Federal and Local 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. All emergency orders for supplies must be same day service. Expeditious fulfillment of the emergency requirements

is imperative. Not-In-Stock replacement fills by the Prime Vendor with alternate items to the customer on day of delivery will not be considered an emergency order.

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 and/or pager number.

VIII. 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.

B. Any other condition not specified above that is deemed by the contracting officer to be a valid reason for return.

IX. SHORT SHIPMENTS AND SHIPPING ERRORS

A. The receiving official will annotate short shipment(s) on the delivery ticket/invoice(s) that accompany the delivery.

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

X. SURGE AND SUSTAINMENT

The information and requirements provided in this section are in addition to requirements cited in clauses 52.217-9006, 52.217-9007 and 52.217-9008.

Any reference in the above clauses to government warstopper investments and a subsequent exit strategy related to those investments do not apply at this time to the Subsistence Prime Vendor (SPV) Program.

The primary mission of the Defense Logistics Agency (DLA) is to support the military in peace and during contingencies. The ability to ramp-up quickly to meet early requirements, and to sustain an increased pace throughout the contingency are critical to the execution of U.S. military strategy. DLA's designation as a Combat Support Agency makes it directly responsible for the timely support of critical supplies to the Combatant Commanders in support of their operational requirements. Because of DLA's unique role, surge and sustainment capability is a primary consideration in all acquisitions. All DLA contractors are accountable for surge and sustainment performance, ensuring surge capability actually exists and validating surge capability through surge testing.

The DLA defines surge as the ability to ramp up quickly to meet early requirements. Sustainment is defined as the ability to sustain an increased pace throughout the contingency(s) for six months or longer. The spectrum of possible contingencies includes major theatre and smaller scale contingency operations. The various contingencies are as follows:

Joint Chiefs of Staff (JCS) Logistics Exercises – The contractor must have the ability to support short term surges in demands, which may increase two times the estimated demand. There may be occasions where large increases in quantity will be necessary for short periods of time and on short notice. An example of a surge situation would be an increase in military feeding of 200% over peacetime demand for a period of up to 30 days. Normally, there is advance notice as to when exercise surges will occur.

Military Operations – The contractor must have the ability to support surges in demand, which may be needed for an extended period of time on short notice. An example of military operations would be US peacekeeping missions, Bosnia support and Operation Enduring Freedom. For this type of scenario, the capability to ramp-up quickly to meet early requirements, as well as sustainment for an extended period of time is essential.

Mobilization - A full-scale military mobilization or a national emergency could increase supplies to the surge and sustainment items and quantities listed in this solicitation. This increase in quantity may be needed for a six-month period or longer. Normal mobilization strategies provide lead times of at least 30 days to

build to the necessary support level. The contractor must have the ability to support this increased level of supply for an extended period of time.

SURGE & SUSTAINMENT ITEMS AND QUANTITIES

The items and quantities identified below are considered the S&S requirements for this solicitation referred to in 52.217-9006, para. (b).

ITEM	Day 5	Day 15	Day 30	Day 60	Day 90
8905-01-E95-0041	152	152	609	904	904
Beef Ground Bulk					
40lb cs					
8905-01-E95-0042	485	485	1947	2891	2891
Beef, Ground Patties					
Ckd, Fzn, Flame Broil					
78/3.5oz ea-18.5lb cs					
8960-01-E29-4463	460	460	1849	2747	2747
Bev, Carb, 7UP					
24/300ml cn/cs					
8960-01-E29-2019	969	969	3893	5782	5782
Bev Carb, Coca Cola					
24/330ml cn/cs					
8960-01-E29-2018	388	388	1557	2313	2313
Bev, Carb Diet Coke					
24/330ml cn/cs					
8960-01-E29-4461	243	243	974	1446	1446
Bev Carb Diet Pepsi					
24/330ml cn/cs					
8960-01-E29-4462	727	727	2920	4337	4337
Bev Carb Pepsi Cola					
24/300ml cn/cs					
8905-01-E95-0061	559	559	2245	3334	3334
Chicken Breast Filet					
Fzn Marin 4.5-5oz ea					
2/5lb pg 10lb case					

8905-01-E95-0063	606	606	2433	3614	3614
Chicken Tenders Brd					
Fzn RTC, Homestyle					
2/5lb CO 10lb cs					
8905-01-E95-0064	2905	2905	11678	17346	17346
Chicken Wings					
Unbrd Preckd, Fzn					
Spicy 10lb cs					
8905-01-E95-0081	218	218	876	1301	1301
Fish Pollock Fillet					
Raw, Fzn 4-6oz ea					
25lb cs					
8905-01-E95-0190	203	203	815	1211	1211
Fish Shrimp, Brd Raw					
Fzn 21-25ct 10/3lb					
30lb cs					
8915-01-E29-2751	606	606	2433	3614	3614
Juice Orange Shelf					
Stable 24/200ml co/cs					
24/10oz					
8915-01-E29-4470	303	303	1217	1807	1807
Juice Pineapple					
Shelf Stable 24/200ml					
co/cs 24/10oz					
8905-01-E95-0083	364	364	1460	2169	2169
Frankfurters, Beef					
Sknl, Chl, 4:1					
2/5lb bx/cs					
8910-01-E29-3031	267	267	1071	1591	1591
Milk White UHT					
Low Fat 24/200ml					
co/cs					

8910-01-E29-3032	267	267	1071	1591	1591
Milk Chocolate UHT					
24/200ml co/cs					
12/8oz					
8940-01-E95-0026	122	122	487	723	723
Pizza, Bkd Fzn					
Supreme 54/6.3oz					
ea/pre case					
8940-01-E95-0027	122	122	487	723	723
Pizza, Bked, Fzn					
Cheese 54/6.0ozea					
8940-01-E95-0028	122	122	487	723	723
Pizza, Bkd, Fzn					
Pepperoni, 54/6.25oz ea					
per case					
8915-01-E60-7907	202	202	811	1205	1205
Veg Beans Green Cut					
6 Number 10 cans					
8905-01-E95-0003	205	205	822	1220	1220
Veal Steak. Flaked					
and Formed Brd					
Preckd, Fzn, 4oz ea					
80/4oz-20lb cs					
8920-01-E29-4899	364	364	1460	2169	2169
Rolls Frankfurter					
fresh/1/2 sliced					
96/50cs					
8920-01-E29-4900	485	485	1947	2169	2891
Rolls Hamburger Bun					
Fresh Sliced					
96/50cs					

The contractor should address the maximum quantity that can be provided beginning on day 5 to include day 15, day 30, day 60 and day 90. The manufacturer or distributor must determine the maximum product availability that can be achieved with existing inventory policies, facilities and supplier relationships. This will require offerors to contact manufacturers and suppliers for committed quantities. The available quantity

information requested is for a 90 day period but may be needed for six months or longer. The ability to support these requirements will be used to analyze the offeror's surge and sustainment capability and must be addressed in the Contractor Capability Plan (CAP).

CONTRACTOR CAPABILITY PLAN

The offeror must submit a comprehensive capability plan indicating how the surge and sustainment requirements will be supported. The contractor must address the amount of increased demands that can be handled for surge (0-30 days) 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 capability plan should describe and/or include all aspects of the contractor's 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 surge requirements, (2) evidence of ability to utilize additional suppliers or subcontractors, as needed (3) ability to access additional warehouse and distribution operations overseas 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 the Pacific Rim including ports, roadways and checkpoints and required documentation (7) identification of problem items or logistical issues for which surge & sustainment cannot be easily met along with proposed solutions.

The Capability Assessment Plan should also include a plan of action if the SPV facility is damaged or otherwise not able to conduct normal operations. The response should include but is not limited to:

(1) How quickly a secondary operations site is up and running and ready for re-routed shipments including adding personnel and delivery vehicles when necessary, (2) the estimated time needed to set up operations at the secondary site for office space, personnel, security, storage and inventory, (3) 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.

The government reserves the right to test the Capability Assessment Plan at any time during the life of the contract. Any administrative costs incurred by the contractor can be submitted to the contracting officer for reimbursement if they are deemed fair and reasonable.

VERIFICATION/TEST

The government reserves the right to verify the contractor's surge and sustainment capability and the Contractor Capability Plan. Verification may include any

methodology that can validate the contractor's capability. Verification will include but is not limited to participation in JCS Logistical exercises, paper exercises, simulations, live exercises, command post exercises, etc. Verification will require the contractor to permit government personnel access to records, systems data and facilities. Access will only be needed during normal business hours.

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 (Attachment 3) No paper invoices shall be submitted to DFAS for payment. **All invoices submitted by 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.

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 5: rounded down; 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:

Defense Finance and Accounting Service
Attn: JAQBAB (EBS Entitlements)
P.O. Box 369031
Columbus, OH 43236-9031

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 DSCP STORES 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.

L. The supplier is required to include the following statement on their invoice:
"The DSCP surcharge is not included in the cost of goods."

M. A Department Of Defense (DoD) Public Key Infrastructure (PKI) Certificate will be required for all DoD users accessing the STORES Reconciliation Tool. The requirement for PKI certificates is implemented in accordance with DoD security policy promoting secure electronic transactions.

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 the STORES Reconciliation Tool will need an

Identity Certificate (An Encryption Certificate is not required). It is estimated that, at the time of award, certificate prices will range 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.

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" and any addendum.

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. Vendor 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 BSM website. The Prime Vendor 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 Prime Vendor. While the vendor will not have the capability to update customer receipt information, update capability will be available for unreconciled invoice information for approximately 30 days.

F. The Government intends to make payments under the resultant contract by electronic funds transfer (EFT). Reference Clause 52.232-33, "Mandatory Information for Electronic Funds Transfer Payment" appearing in the section of this solicitation entitled "Contract Clauses". However, the election as to whether to make payment by check or electronic funds transfer is at the option of the Government.

IV. ADMINISTRATION

A. The DSCP Prime Vendor Supplier Operations Office will perform administration of the contract.

B. A designated representative at the ordering activity will perform administration of the individual delivery order. This includes approving product substitutions and delivery changes.

C. The DSCP Contracting Officer must approve any changes to the contract.

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.

The prime vendor will be required to hold prices the week prior to the Government's Fiscal Year change (October 1). No catalog adjustments will be made the week prior to the start of a new fiscal year.

II. MANAGEMENT REPORTS

The contractor shall provide the Small Business Subcontracting Report, to include names and dollar value of contractors, including JWOD (Report (F) below), the Fill Rate Report (H), Rebate Reports (J) and Financial Status Report (K) to the DSCP Contracting Officer on a monthly basis (Electronically transmitted reports are acceptable). The Descending Dollar Value and Descending Case Volume, *for Army customers*, should also be included monthly. All of these reports shall be cumulative for a one (1) month period and submitted no later than the seventh day of the following month. (E.G., reporting period of January 1 through January 31, the reports must be received by February 7.). Unless otherwise identified below, all other reports are to be submitted on a monthly basis.

A. Descending Dollar Value Report – Sorted by line item; each line to contain at a minimum: DSCP stock number, Item Description, pack or size, brand description, quantity, and total dollar value of units shipped. Dollar amounts will be totaled.

B. Descending Case Volume Purchases Report - Sorted by line item; each line to contain at a minimum: DSCP stock number, Item Description, pack or size, brand description, quantity, and total dollar value of units shipped. Dollar amounts will be subtotaled by product category as well as overall total.

C. Product Line Item, Stock Number Order Report – Sorted by DSCP Stock Number. List all information including DSCP Stock Number, quantity purchased, dollar value, Vendor Part Number, Item Description and DSCP Unit of Issue.

D. Product Line Item Rejection Report – Sorted by line item, number of units received, number of units rejected, total dollar amount of units received, and the total dollar amount of units rejected. Dollar amounts should be subtotaled by product category and totaled overall.

E. Product Line Item Not-In-Stock Report – Sorted by date order was placed, line item, number of units ordered, number of units received, total dollar amount of units ordered and total dollar amount of units not received. Dollar amounts will be subtotaled by product category and total overall.

F. Small Business Subcontracting Report -

1. List products manufactured and/or supplied by small business, small disadvantaged businesses, minority-owned small business, National Institute for the Blind/National Institute for the Severely Handicapped (NIB/NISH), women-owned small businesses, women owned small disadvantaged businesses and Hub zones. 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.

G. Product Line Manufacturer/Supplier Listing Report- this report shall list all items purchased along with quantity and dollar value. It shall be sorted by Manufacturer/Supplier and annotate whether the manufacturer/supplier is a large business, or small business. All Small Businesses are to be broken in the sub-categories as listed above.

H. Fill Rate Report –

1. Monthly Fill Rate Report –The fill-rate is calculated by dividing the number of cases accepted by the customer by the number of cases ordered. Mispicks and damaged cases should not be included in this calculation, however all items Not-In-Stock, returned, damaged, miss-picks, etc., should be listed. The report should specify fill rates per customer/dining facility and an overall average for the month. (SEE ATTACHMENT 9 FOR FILL RATE REPORT LAYOUT)

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 weeks business, by customer and overall, to DSCP Contracting Officer. This weekly report will follow the exact same format as the monthly fill rate report. (SEE ATTACHEMENT 9 FOR FILL RATE REPORT LAYOUT)

3. The Prime Vendor may make an adjustment to their fill rate reports for **only** the following reasons:
   a. Purchase Order lead time was _____days which is less than contract requirement of _____days.

   b. The item is being permanently deleted from catalog (insufficient or no stock available).

   c. The **Customer** initiated a cancellation. There will be no reorder.

   d. The **Customer** did not order in accordance with catalog packaging.

   e. Average Weight – The **Customer** did not order in accordance with average weights and quantity had to be rounded down.

   The actual and adjusted fill rate reports must be provided to the Contracting Officer.

I. 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.

J. 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.

   Also include the manufacturer offering the rebate and the product usage. The total should be per customer and per contract.

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.

K. Financial Status Report - In order to ensure timely payments, a summarized accounts receivable and/or a "days of outstanding sales" shall be submitted on a monthly basis. The report should be categorized by time periods, and sorted further by customer. If problems should occur, a detailed listing by invoice number/call number will be requested. However, it is suggested that this report contain as much information as possible to alleviate problems immediately.

L. Monthly Asset Visibility Report- Every month, the vendor should submit a report of assets on hand, anticipated usage, average monthly demand and assets on order. The vendor needs to be able to present real time asset visibility of their entire inventory. At a minimum the vendor will be required to submit this report once a month, but there maybe instances when the vendor will be required to submit this report on a weekly or daily basis.

M. Monthly Slow Moving Item Report - The report should list under performing (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 include all items with 30, 60, and 90 days of remaining shelf life.

N. 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.

O. Bi-Weekly 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, distribution price, total combined distribution price, purchase ration factor numerator, unit of issue, item category, item category unit of measure.

P. Socioeconomic Considerations Report -

1. Lists products manufactured and/or supplied by small business, small disadvantaged business, women-owned small business, service-disabled veteran-owned small business, veteran-owned small business and Hub Zone small business. This should be sorted by manufacturer/supplier and include quantity dollar value. The Commercial and Government Entity (CAGE) code should be included when available. This report is for direct subcontracts for products supplied to customers. This report is not to include indirect costs.
Note: The SBA must certify small disadvantaged business (SDB) and Hub Zone Small business (HZSB) concerns.

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).

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.

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

(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

(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.

FAR 52.212-1 (continued)

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

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

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

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

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

(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*);

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) 697-2667/2179, 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 all 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 a 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.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial 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.

ADDENDUM TO FAR 52.212-1

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

1. Paragraph (b), Submission of Offers, is expanded as follows:

Faxed initial offers are NOT authorized for this solicitation, however, faxed revisions to offers are acceptable provided that they are transmitted in a manner authorized by this solicitation.

Proposal Preparation

(i) A written proposal is the only technique that can be utilized for submitting all proposals (Technical, Business and Socioeconomic) Each proposal must be prepared separately and are not to be combined with any of the other proposals. Proposals that do not provide the required information in the prescribed format may be excluded from further consideration.

VOLUME	VOLUME TITLE	NO. OF COPIES	ALLOWABLE TIME LIMIT
I	Technical (Written)	7	N/A
II	Business	4	N/A

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

(iii) Volume I, Technical Proposal

The following applies to both the written portion of the Technical Proposal (See Submission Requirements, Technical Proposal, Volume I)

(A) The technical proposal must demonstrate the offeror's ability to meet the Government's requirements as set forth in the solicitation. Failure to provide information as requested in any of the technical factors identified in the solicitation section entitled Submission Requirements may be considered a "no response" and may result in a deficiency finding and warrant an "Poor" rating for the applicable factor, sub factor, element or sub-element.

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

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

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

(iv) Volume II, Business Proposal

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

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

(v) Unless otherwise stated, the technical proposal and business proposal must both be submitted by the date and time specified for the receipt of proposals or as amended, if applicable.

(vi) A SIGNED and COMPLETED SOLICITATION must accompany the technical and business proposals in its entirety, as well as any amendments, if applicable. Make sure all clauses that require a response are completed. Offerors may retain the attachment entitled "EDI Implementation Guidelines for Subsistence Prime Vendor (STORES)" for future reference.

2. Paragraph (c), *Period for Acceptance of Offers*.
Period of acceptance is _324__ days.

3. Paragraph (e), Multiple Offers.
Alternative commercial items may not be considered for award on this acquisition, however, but may be utilized for market research on future requirements.

4. Paragraph (f), LATE offers is changed to read as follows:
Late proposals and revisions. 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

It is the only proposal received.

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.

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

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

4. Paragraph (g) Contract Award is expanded as follows:
Contract Award: 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.

5. Paragraph (h) Multiple Awards is expanded as follows:
Multiple Awards: The government intends to make one award per zone as a result of this solicitation. However, the government reserves the right to make multiple awards if it is determined to be in the government's best interest.

ADDENDUM TO FAR 52.212-1
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFEROR

I. GENERAL INFORMATION

A. The Government is committed to utilizing the Trade-Off Process as a means of selecting the most qualified vendor to support the needs of the customers listed in this solicitation while assessing acquisition procedures, quality assurance practices, and reasonable pricing, as well as other factors.

1. A written proposal is required for submitting both proposals (Technical, and Business). Each proposal must be prepared separately and are not to be combined with any of the other proposals. Proposals that do not provide the required information in the prescribed format may be excluded from further consideration.

WRITTEN VOLUME	TITLE	No. OF COPIES
I	Technical	7
II	Business (CD)	4

2. Evaluations for each volume of the proposal will be performed exclusive of one another. Therefore, the Technical Proposal shall contain no reference to cost or pricing data. Conversely, the Business Proposal should not address information requested under an element listed as a technical factor. Cost and Pricing information shall only be contained in Volume II, Business Proposal. Each volume shall be bound separately and labeled accordingly.

B. Proposals will be evaluated for both technical excellence and price reasonableness in accordance with the evaluation criteria outlined in the "Evaluation Factors for Award" section of this solicitation. Technical factors listed in this solicitation are considered to

be significantly more important than price (business) factors. However, as proposals become more equal in their technical merit, the evaluated price becomes more important.

The offeror must clearly demonstrate its capability to support the customers' requirements in the most efficient, cost-effective manner. Proposals will be evaluated in accordance with the factors listed in the solicitation. The rating methodology will be adjectival, i.e. **Excellent, Good, Fair, or Poor**. A **Neutral** rating for Past Performance may also be used.

C. 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.

D. 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(s). 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 for orders placed early in the contract unless documented market conditions arise.

E. 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.

F. 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 will be conducted during the evaluation process.

II. **SITE VISITS**

A. The purpose of a site visit is to view the offeror's facility(ies) and business operations to verify what is presented in the Technical Proposal, as well ensure the offeror has the ability to meet the requirements of the Solicitation. You will be notified of the date of your site visit(s) approximately one week prior to the actual visit.

Note: The Technical Evaluation Panel may take pictures during the site visit. The offeror will refrain from the use of picture taking while the site visit is being conducted.

B. At the time of the closing of offers, the offeror shall submit detailed directions/maps to its facility from the closest major airport. The information will be used for future site visits. If the offeror will be utilizing warehouses/facilities that are in addition to, or separate from its primary place of business, then separate directions must be submitted for the additional location(s). It is also requested that Offerors send recommendations and directions for lodging convenient to the warehouse/facilities.

ADDENDUM TO FAR 52.212-1
WRITTEN SUBMISSION REQUIREMENTS
TECHNICAL PROPOSAL – VOLUME I

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. 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 January 1, 2006 through December 31, 2008 (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 January 1, 2008, 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

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 If an offeror has had any Government contract, 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 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
iii. Contracting Officer and Phone Number
iv. Total Contract Dollar Value
v. Socioeconomic performance, to include subcontracting goals* and actual socioeconomic subcontracting numbers for the 12 months of the contract immediately preceding January 1, 2008;
vi. 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 January 1, 2008;

*Socioeconomic consideration goals, as a percentage of subcontract dollars, 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/JWOD requirements, the offeror should include a statement to that effect and an explanation why that is the case**.**

II. **DISTRIBUTION SYSTEM/ QUALITY ASSURANCE**

A. <u>Distribution Resources</u>

1. Offeror must provide total warehouse capacity (dry, chill and freeze) and firm's open warehouse capacity (including pick slot and reserve slot) and facility design capacity on annual basis by dollar value as it relates to the volume of this contract. The offeror's capability to ship and receive simultaneously is discussed to include hours of operation that shipping and receiving occurs. Related temperature and/or humidity controls are discussed/ demonstrated.

2. Offeror will discuss as it relates to this contract, distribution equipment/resources (i.e. number and type of trucks, owned/leased, etc.). Offeror will discuss if additional equipment/resources will be required to handle the proposed contract with associated lead-time to acquire additional equipment as applicable.

3. Offeror must discuss performance methodologies used to ensure on time deliveries and include your current operating performance level (fill rates) for on time deliveries. Discuss procedures to be employed to ensure that orders will be filled accurately and completely in order to meet the finalized delivery schedule. The current performance levels for damage, mis-picks, "short on truck", returned and "other" should be discussed.

B. Quality Control and Assurance 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 in the discussion your reserve inventory and/or let down control procedures and the level of automation. 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. Identify key personnel responsible for ensuring quality procedures are monitored.

2. Offeror will provide inventory turnover rate information for overall warehouse(s), by category, as a minimum, for the last year. Discuss average time from date of product manufacture to receipt in your primary warehouse location. 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.

3. Offeror will display a plan of action with examples to prevent shelf-life expirations in accordance with known substantial fluctuations in demand. The primary focus of this plan of action should concentrate on periodic deployment of Navy and Marine Battle Groups. Your response will be reviewed and maybe considered an enhancement to your proposal. Failure to address this will not have a negative effect on your overall evaluation.

C. Inspection and Sanitation Procedures

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. 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 certification. 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 (partnership/teaming effort requires report for each individual site).

D. 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.

2. Offerors should provide a flowchart of your firm's distribution channel, to include all levels of the supply chain, for each category of item. For each level, please describe the additional services provided and associated charges included at each stop. Failure to address this will not have a negative effect on your overall evaluation.

III. **CUSTOMER SUPPORT**

A. Customer Service Approach

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 will ensure that all the customers' needs are accommodated. Also, indicate the number of sales visits planned, and what value added services the sales representative 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).

2. Offeror will discuss how deviation from the electronic order, such cancellations or manually placed orders will be handled and any charges associated, if applicable. Include time lines in which deviation to orders and cancellations will be accepted.

B. Ordering System

1. The Offeror will be required to submit a list of up to five (5) company names, P.O.C. and telephone numbers that the offeror is currently supporting through the electronic data interchange (EDI). 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. The Government will review this information to determine whether the offerors have the capability to support the required EDI transaction sets.

C. Product Availability/ Technical Descriptions

1. Offeror is expected to be able to provide all of the items in the most current catalog which consists of the "Schedule of Items" (Market Basket), Attachment # 1. 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 Berry Amendment compliant.

2. For all items in the "schedule of Items" (Market Basket) 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 market basket item number and its corresponding NSN/LSN, for identification purposes. "Pack size" changes must be identified for customer acceptance and price evaluation purposes only.

3. The Offeror will discuss time frame needed to bring in new items from both current and new suppliers. Your response will reviewed and maybe considered an enhancement to your proposal. Failure to address this will not have a negative effect on your overall evaluation.

IV. **SURGE AND SUSTAINMENT**

Surge and Sustainment (S&S) Instructions to Offerors (Mar 2008) – DLAD

CONTRACTOR CAPABILITY PLAN (CAP)

The offeror must submit a comprehensive capability plan indicating how the surge and sustainment requirements will be supported. The contractor must address the amount of increased demands that can be handled for surge (0-30 days) 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 capability plan should describe and/or include all aspects of the contractor's 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 surge requirements, (2) evidence of ability to utilize additional suppliers or subcontractors, as needed (3) ability to access additional warehouse and distribution operations overseas 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 the Pacific Rim including ports, roadways and checkpoints and required documentation (7) identification of problem items or logistical issues for which surge & sustainment cannot be easily met along with proposed solutions.

The Capability Assessment 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:

(1) How quickly a secondary operations site is up and running and ready for re-routed shipments including adding personnel and delivery vehicles when necessary, (2) the estimated time needed to set up operations at the secondary site for office space, personnel, security, storage and inventory, (3) 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.

The government reserves the right to test the Capability Assessment Plan at any time during the life of the contract. Any administrative costs incurred by the contractor can be submitted to the contracting officer for reimbursement if they are deemed fair and reasonable.

V. **FORCE PROTECTION**

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 control 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.

VI. **SOCIOECONOMIC CONSIDERATIONS**

Both large and small business offerors must indicate what portion of the proposal will be subcontracted to Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), and HUBZone Small Business (HZSB) concerns in terms of percentages and total dollars. The percentage shall be formulated using the total to be subcontracted as the divisor. The offeror must describe the proposed SB, SDB, WOSB, VOSB, SDVOSB, and HZSB concerns' participation in the performance of this contract at the contractor, subcontractor, and product supplier levels. <u>These figures shall pertain to the proposed acquisition only.</u> These figures shall represent what percentage/dollar value of products to be supplied under this contract by a SB, SDB, WOSB, VOSB, SDVOSB, and HZSB manufacturer or distributor. A goal for the Prime Vendor may be to obtain at least

30% of the supplies for proposed contract from SB firms, 5% from WOSB, 5% from SDB firms, 2% from VOSB firms, 1% from SDVOSB firms, and 2% from HZSB firms.

Socioeconomic Definitions:

1. Small Business Concern: a firm, including its affiliates, that 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 the number of employees, average annual receipts and other criteria as described by the Small Business Administration.
2. HUBZone Small Business Concern: a concern located in a "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 HUBZone. A HUBZone is a historically underutilized business zone, which is an area located in within one or more qualified census tracts, qualified non-metropolitan counties, or lands within the external boundaries of an Indian Reservation.
3. Small Disadvantaged Business Concern: a firm (1) that 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 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 their identity as a member of groups without regard to their individual qualities. The following individuals are presumed to be socially disadvantage: Black Americans, Hispanic Americans, Native Americans (Indians), Asian-Pacific Americans, and Subcontinent Asian Americans. The term "economically disadvantaged" means socially disadvantaged individuals whose ability to compete is impaired due to diminish capital and credit opportunities. Generally, a socially disadvantaged individual whose personal net worth does not exceed $750,000 ($250,000 for SBA 8(a) Program certification) excluding ownership interest in the company and equity in a primary residence is considered to be economically disadvantaged.
4. Women 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.
5. Veteran Owned Small Business Concern: a small business concern that is not less than 51% of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in any case of any publicly owned business, not less than 51% of the stock of which is owned by one or more veterans; and the management and daily operations of which are controlled by one or more veterans.
6. Service Disabled Veteran Owned Small Business Concern: a small business concern that is 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 are controlled by one or more service disabled veterans; and 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. 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).

7. Subcontract: any agreement (other than one involving an employee-employer relationship) entered into by a Government Prime Contractor or subcontractor calling for supplies and/or services (direct costs only) required for contract performance, contract modification or subcontracts.

A. * Socioeconomic Goals

1. 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.

2. 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 food service distributor. A 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.

3. * The following is the preferred format for the submission of socioeconomic data. Separate subcontracting goals must be submitted for each proposed contract.

	Dollar	Percent
1. Total Contract Price	$_____	100%
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	$_____	_____

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.

B. Organizational Efforts

1. 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.

2. 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.
3. 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.
4. 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.
5. 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, Women Owned Small Business, Veteran Owned Small Business, Service Disabled Veteran Owned Small Business and HUBZone Small Business.

   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 period as well as the option period.

VII. **JAVITS-WAGNER-O'DAY ACT ENTITY SUPPORT**

A. The offeror must provide the following:

1. A description of the efforts your company will make to assure that 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 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 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 JWOD entities.

4. Progress reports in reference to your subcontracting efforts with 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.).

VIII. **DLA MENTORING BUSINESS AGREEMENT (MBA)**

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 Javits-Wagner-O'Day (JWOD) qualified nonprofit agencies for the blind and other severely disabled that have been approved by the Committee for Purchase from People Who Are Blind or Severely Disabled under the JWOD Act.

DLA MBA's encourage participation and growth opportunities for Small, Small Disadvantaged, Women Owned Small Business concerns or JWOD workshop that will participate in carrying out the requirements of the prime contract. The opportunities must constitute real business growth, which is measurable and meaningful.

An MBA shall be a written agreement between the prime contractor and the Small, Small Disadvantaged, Women Owned Small Business, or other applicable business, involved. The mentor will be required to submit periodic progress reports on its agreements. An MBA shall include, at a minimum, the elements listed below:

<u>* Participants:</u> Cite the criteria in selecting a firm or firms with whom to mentor. Include the following information with all submissions:

b. Name, address, and plant location for contract holder and potential or actual SB/SDB/WOSB or JWOD participant(s).
c. Point of contact, job title, and phone number of all personnel involved in the development and oversight of any agreement from both parties.

3. The number of people employed by the Small Business, 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 years.

A. <u>Agreement Type</u>

1. Describe the type of agreement executed by the contract holder and the Small business, Small Disadvantaged Business, Women Owned Small Business or JWOD entity. The agreement should state the benefits of the plan for both parties. Criteria in selecting firm(s) shall be included as previously stated. 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. Indicate whether or not signed mentoring agreements exist or are in the planning/development stage.

2. DLA MBA Agreements shall specifically identify the areas of developmental assistance (i.e. management/technical) that will be provided. The offeror should provide a discussion of the areas chosen for development/enhancement. Describe the scope of the plan, i.e. whether the plan will be specifically related to the requirements contained in the solicitation or if the plan will cover other Government and commercial customers.
3. Offerors shall identify and describe the management control techniques that would be used to insure that contract requirements are met. This should include the record keeping and communication techniques and the methods to be used to control track performance.

B. Measurements and Reporting

1. Provide milestones for program implementation.
2. Discuss and describe the measurement/yardsticks that will be utilized to determine if the program objectives have been met. Projections of successful measurements should result in:
    a. An increase in the dollar value of subcontracts awarded to SB/SDB/WOSB and JWOD workshops under DLA contracts.
    b. An improvement in the participation in DoD, other Federal agencies and commercial contracting opportunities.
    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 the proposed contract) are required to be submitted.

THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ALL ASPECTS OF AN OFFEROR'S TECHNICAL PROPOSAL.

ADDENDUM TO FAR 52.212-1
WRITTEN SUBMISSION REQUIREMENTS
BUSINESS PROPOSAL – VOLUME II

BUSINESS PROPOSAL
Factor 1 – Aggregate Distribution Prices
Factor 2 – Aggregate Pricing

To address the above Cost or Price Factors, the offeror is required to submit the following information. Elements (i), (ii), and (iii) below must be in writing using attachment 1 (both electronically on a CD AND a paper copy). Elements (iv) and (v) are for informational purposes only and must be submitted 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 for all Zones)**
- **(ii). Item/Product Prices (attachment 1 for all Zones)**
- **(iii). Item/Unit Prices (attachment 1 for all Zones)**
- **(iv) Option Prices (see below format)**
- **(v) Product Listing**
- **(vi) Discounts, rebates, allowances or other similar economic incentives or benefits given to any other customer**

The price proposal spreadsheet consists of multiple worksheets: "Price Proposal" and "Distribution Category Pricing". The Price Proposal Sheet includes all pricing information for the base and option periods. The Distribution Category Pricing sheet provides the fixed Distribution Prices applicable to each proposed distribution category, for the base and option period. For the purpose of the proposal, the Unit of Measure (UOM) may be defined as the unit of purchase/sale by the manufacturer and prime vendor offeror, and the Unit of Issue (UOI) is the unit of purchase by the Government.

(i) Category/Distribution Price

A. Firms shall offer a distribution price for the designated UOM for each category of items, as they are listed in this spreadsheet. The listed product categories on the spreadsheet represent the Government's Category Listing. Please complete columns c-f on the Distribution Category Pricing Sheet on attachment 1.

B. The Distribution Category Price is that Distribution Price that is applicable to the same UOM for all items that fall in that product distribution category. The distribution price must be offered as a dollar amount. Distribution prices offered as a percentage of the delivered price are not acceptable. The distribution price shall represent the amount to be added to the actual invoice price paid to the manufacturer or supplier by the prime vendor for each food, beverage, and/or non-food product.

C. The items to be procured under this contract shall be broken down into separate food categories for purposes of proposing distribution prices. Category/Distribution prices are to be offered based on the unit of measure 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. Distribution Prices shall be formatted to no more than two (2) places to the right of the decimal point, for example $1.50.

D. The category/distribution prices shall remain constant for the complete base term of the contract; however, distribution prices may remain the same, increase, or decrease for the option year

(ii) Item/Product Price

A. The schedule of items, attachment 1 represent 100% of the items that are currently cataloged for customers supported under this solicitation.

B. **Price Proposal sheet:** This sheet includes fields pre-populated by DSCP; fields to be populated by the offeror; and fields that are calculated based on the offeror's submission. These pre-populated and calculated fields are not accessable by the offeror. Pricing shall be offered in accordance with the Pricing provisions of the solicitation, i.e. the Product Price plus the Distribution Price equals the Unit Price.

a. DSCP populated fields are as follows (columns A-E):
1. Line number,
2. Item numbers, nomenclatures, stock numbers, required NAPA brand names,
3. one-year estimated quantities and the Unit of Issue ("UOI") being solicited, e,g, CN, CS, LB

b. The Offeror shall input its name, and complete the following fields for each line item (columns F-L, O, and AA-AD):
1. If the item is customarily carried in the offeror's inventory ("Comm Inv"),
2. If the offered item meets all required specifications ("Spec Match"),
3. If the proposed product price is based on an invoice or quote,
4. The following proposed invoice or quote data:
a. Unit of measure ("UOM", e.g. CS, LB, EA)
b. UOM product price
c. The quantity of UOI per each UOM. As examples:
(1) for a 20 lb case purchased by PV by the case sold to DSCP as a UOI of the pound, the UOM=CS, the UOI=LB, and the UOI/UOM=20,
(2) for a 20 lb case purchased (UOM) and sold (UOI) by the pound, the UOM=LB, the UOI=LB, and the UOI/UOM=1,
(3) for a case of 24 cans purchased (UOM) by the case and sold (UOI) by the can, the UOM=CS, the UOI=CN, and the UOI/UOM=24.
5. The Distribution Price Category,
6. The proposed Distribution Price for the UOM for the base and the option period
7.. LSN/ Stock Number

8. Item Description
9. Package Size
10. Units per Package.

Notes:
1. The Offeror is REQUIRED to complete a "Price Proposal" and "Distribution Category Pricing" spreadsheet for each zone offered.
2. Option pricing shall be provided for the Distribution Price portion of the Unit Price only. Acceptance of options is mandatory, and if an offeror does not submit option terms or indicate acceptance, the offeror's proposal may be rejected.
3. The UOM Distribution Prices shall correlate to the Distribution Category proposed on the Distribution Category Pricing sheet. The offered Distribution Prices shall remain fixed for the base and option period.
4. Columns AG-AJ (7-10 above) are labeled "Qualifications", and should only be filled out (along with all other columns) if the offeror is unable to provide the Stock Number and item specified on the spreadsheet.

c. Fields that will be calculated and are protected are as follows (column m,n,p-z)

1. The proposed UOI Distribution Price (DIP) for the base and option period,
2. The proposed UOI Product Price,
3. The proposed UOI Unit Price, which is the sum of the DIP plus the Product Price, for the base and option period ,
4. The total dollar value for the line item, for the base and option period

Note: The Government will evaluate UOI pricing only. UOM pricing will not be evaluated. If the spreadsheet calculated UOI prices are not the prices you intend to propose, please contact the Contracting Officer immediately.

d. DO NOT deduct NAPA or Food Show allowances from the delivered price on your business proposal. Other negotiated and customary vendor discounts that will be provided thru the contract period should be deducted to show the actual delivered price offered to the Government. These discounts shall be annotated on the vendor invoices submitted.

e. Prices must not extend more than two (2) places to the right of the decimal point. Standard rounding methods should be observed. For example, a product price of $4.578 plus a distribution price of $0.232 should be rounded to $4.58 plus $0.23. All Government calculated numbers will be so rounded.

f. The items on the spreadsheet represent the contract market basket, i.e. the highest usage items as well as items listed under the Basic Daily Food Allowance (BDFA) listing. These items will represent the initial contract vendor catalog, at the prices proposed and awarded. This means that the awardee(s) final prices will be the prices for the same items in the catalog when the contract becomes effective. This catalog will initiate the baseline prices. Estimated annual quantities for the items are for information and evaluation purposes only.

g. If an offeror carries a variety of brands for the same item, the price submitted shall be for the lowest price, technically acceptable, item that meets the

Government's minimum requirements, except that Brand Name/NAPA items must be priced according to the exact Brand Name/SKU/ NAPA that is listed in the Market Basket, as specified. The inclusion of required Brand Name/NAPA items on the initial contract catalogs does not preclude future catalog changes during the life of the contract to add competing products based on added value to the customer. DO NOT deduct NAPA or Food Show allowances from the delivered price on your business proposal.

(iii) Item/Unit Price

A. Award prices will represent a fixed price for all items for a minimum of 30 days. After 30 days 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 Prospective Price Redetermination language, 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. 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 wholesale 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 option period in the acquisition.

C. <u>ALL offered product prices must be substantiated with a copy of the manufacturer or grower's invoice or quote for each item in the Schedule of Items.</u> The Schedule of Item No. must be reflected on each invoice or quote so as to identify what item each invoice corresponds to. Quotes must be presented in the following manner:

i. Detailed on manufacturer or grower company letterhead;
ii. Date price quote was supplied;
iii. Time period price quote is effective;
iv. Quantity covered by price quote;
v. Manufacturer or grower part number; and
vi. Manufacturer or grower's point of contact, including name, title, address, and phone number.
vii. FOB terms

The invoices should reflect the prices effective within thirty (30) days prior to the solicitation issue date. If invoices are not available for that time period, the most recent invoices shall be submitted reflecting the last purchase made for the item. Offerors that submit revised prices shall supply invoices or quotes from the time period of thirty days prior to the due date of the revised proposals. 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.

D. If an offeror carries a variety of brands for the same item, the price submitted shall be for the lowest price, technically acceptable, item that meets the Government's minimum requirements. However, Brand Name/NAPA items must be priced according to the exact Brand Name –SKU/ NAPA that is listed in the Schedule of Items, as specified.

(iv) Option Price

A. There is one (1) one (1) year option in this solicitation. Acceptance of this option is mandatory. 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 period. Option term price increases or decreases must be specified for both normal and premium distribution prices. The firm may also elect to offer no change in the distribution prices over the life of the contract.

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 option period in this solicitation.

D. Offerors who elect to increase or decrease their distribution prices for the option year 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 distribution prices for the option period is calculated as a percentage increase or decrease from the previous two year distribution price. Offerors shall indicate percent increase(s)/decrease(s) from the previous two year price for the option period. The percentage increase or decrease will cover the option period. See below examples of a 2% increase and a 2% decrease for the option period. Therefore if a 1% increase or decrease is anticipated each calendar year, a 2% increase or decrease would be proposed for the option period:

Percentage Increase Example:
Base Year Distribution Price = $10.00

Option Period: $10.00 x 2% = $10.20

Percentage Decrease Example:
Base Year Distribution Price = $10.00
Option Period : $10.00 x –2% = $9.80

Please fill out the below based on the proposed Option Period Distribution Percentage Increase or Decrease:

Base Year (2 Year) Total Dollar Value: _____

Option Period = One Year _____% Increase or Decrease (Please Circle One)

Option Period Total Dollar Value: _____

TOTAL AGGREGATE CORE ITEMS DOLLAR VALUE FOR ALL YEARS: _____

Offeror must include a total $ figure for the two-year base period and the option period

If CPI is used in pricing of the option period, the CPI should be based on "Consumer Price Index (All Urban), All Items (Consumer)." If CPI is used as the rate of change, the change should be annotated as shown in the following example:

Option Period One half % of the CPI % increase

**% Cap = 5.00% (Cap must be submitted as a percentage)

**The cap will be used to evaluate your proposals total cost to the Government.

Note: Quantities must be adjusted to reflect term length. Make sure your estimated quantities reflect two (2) year for Base and one year for the option.

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

*****FOR INFORMATIONAL PURPOSES ONLY*****

The following elements must be included with the Business Proposal and submitted in writing using a Microsoft word format:

(v) Prime Vendor's Product Listing
A copy of the offeror's current product listing.

(vi) 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 for each item. 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 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.

Please contact Contract Specialist Dennis Strolle or Contracting Officer Karen Aquino in order to receive an electronic copy of the market basket. The market baskets format will be Microsoft Excel Spreadsheet. As stated in note 7 above, please provide a printed hard copy of the Business Proposal as well as a copy on CD. Any proposal which does not include a printed hard copy as well as a copy on CD may be considered **non-responsive.**

Contract Specialist	Contracting Officer
Dennis Strolle	Karen Aquino
215-737-5349	215-737-2928
Dennis.Strolle@dla.mil	Karen.Aquino@dla.mil

Note: Please use an Anti-Virus utility to ensure that your CD is virus free before submitting.

THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ALL ASPECTS OF AN OFFEROR'S BUSINESS PROPOSAL.

ADDENDUM TO FAR 52.212-1
DLAD 52.215-9007 PREPROPOSAL CONFERENCE (FEB 2005)

A preproposal conference will be held to explain the requirements of this solicitation, SPM300-08-R-0017, and to respond to questions raised by prospective offerors. Prospective offerors are encouraged to attend. To arrange attendance, prospective offerors are requested to contact:

PRIME VENDOR HAWAII

Name:	Karen Aquino
	or
	Dennis Strolle
Phone :	215-737-2928
	or
	215-737-5349
Email:	Karen.Aquino@dla.mil
	Dennis.Strolle@dla.mil

The date, time, and location of the conference are provided below:

Date: __ _____
Time: ___ _____
Location: DSCP

700 Robbins Avenue

Building 6

Philadelphia, PA 19111

Prospective offerors are requested to submit questions regarding the solicitation in writing via electronic mail to the above e-mail address five (5) days in advance of the conference to allow their inclusion in the agenda. Questions will be considered at any time prior to or during the conference; however, offerors will be asked to confirm verbal questions in writing.

The Government will not be liable for expenses incurred by an offeror prior to contract award.

Offerors are cautioned that remarks and explanations provided at the conference shall not change the terms of this solicitation unless the solicitation is amended in writing. Offerors may obtain a copy of the conference minutes from the Contracting Officer.

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, cost or price and other non-price factors considered. The following technical factors shall be used to evaluate offers:

TECHNICAL PROPOSAL (NON-PRICE FACTORS)

I. Experience/Past Performance

(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, with sub factors A and B being more important than sub factors C and D).

A. Experience
B. Past Performance
C. Socioeconomic Considerations
D. JWOD Support

II. Distribution System/Quality Assurance
(Sub factors are of equal importance)
A. Distribution and Resources
B. Quality Control and Assurance Procedures
C. Inspection and Sanitation Procedures
D. Supplier Selection Procedures

III. Customer Support
(Sub factors are of equal importance)
A. Customer Service Approach
B. Ordering System
C. Product Availability/Technical Description

IV. Surge and Sustainment
V. Force Protection
VI. Socioeconomic Considerations
VII. JWOD Support
VIII.DLA Mentoring Business Agreement

BUSINESS PROPOSAL
I. Aggregate Distribution Prices
II. Aggregate Pricing

Technical Factors I through V are listed in descending order of importance, and are more important than Factors VI through VIII, which are equal in importance. When combined, technical factors I through VIII are significantly more important than Cost or Price factors.

Under 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, but sub-factors A and B are more important than factors C and D. Each technical sub-factor under Factors II and III is of equal importance; proposals that include certain sub-factor elements of II(B), II(D) and III(C), may be considered enhancements that may result in extra evaluation credit.

Factors VI, VII and VIII are socioeconomic factors and of equal importance to each other. The evaluation for socioeconomic factors VI, VII and VIII will be rated on a comparative basis among offerors.

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. This risk assessment will be evaluated in the rating for any factors and/or sub-factors that place the Government at risk.

(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.

ADDENDUM TO FAR 52.212-2

Clause 52.212-2 "Evaluation – Commercial Items", which is incorporated herein in full text, is revised as follows:

1. Paragraph (a) is hereby expanded to read as follows:

However, when proposals become more equal in technical merit, the evaluated cost or price becomes more important.

2. Add paragraph (d) as follows:

(d) Source Selection and Evaluation Procedures:

(1) Summary

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

(2) Evaluation Process.

(i) Technical Evaluation Process – Each technical proposal will be evaluated by the Technical Evaluation Panel against the technical factors specified in paragraph (a) above. Proposals so technically deficient as to make them technically unacceptable will be rejected as unacceptable, regardless of the cost or price offered. No discussions will be held with rejected offerors, nor will any rejected offeror be given an opportunity to revise its offer to correct deficiencies in order to become acceptable after the date and time specified for the receipt of offers. Socioeconomic Factors VI, VII and VIII ***will be evaluated and rated on a comparative basis among offerors.***

(ii) Business Evaluation Process – Each proposal will be evaluated against the requirements of the solicitation. 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 offerors' proposals to determine price reasonableness and realism.** Cost or price realism will demonstrate an offeror's understanding of the requirements of the solicitation. Included in this process is the evaluation of options. The Government will evaluate offeror's pricing on the items in the Schedule of items.

The estimated quantities shall be multiplied by the unit prices to determine the lowest overall cost to the Government. These figures will be totaled to arrive at an aggregate value. Pricing will be evaluated for all option year in the same manner. The option period total will be added to the base period total to determine the lowest overall cost to the Government. Distribution prices that do not relate to the schedule of items will be evaluated for fairness and reasonableness. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of the options shall not obligate the Government to exercise the option(s).

(3) Selection Process

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

ADDENDUM TO FAR 52.212-2
EVALUATION FACTORS FOR AWARD
TECHNICAL PROPOSAL EVALUATION

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 may 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.

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. JWOD – If an offeror has performed on Government contracts that are subject to prior 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 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 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/QUALITY ASSURANCE

A. Distribution and Resources

1. The firm's available capacity (dry/chill/freeze) resources will be evaluated as to how the requirement of the solicitation will be supported. The offeror's facility's design maximum capacity expressed in dollar value will be assessed. The firm's capability to ship and receive simultaneously will be evaluated. The firm's ability to control related temperature and/or humidity controls will be assessed.

2. The Government will evaluate the offeror's distribution equipment resources (i.e. number and type of trucks, owned/leased, etc.). Lead- time to acquire additional equipment will be assessed.

3. The Government will assess the offeror's procedures to be employed to ensure orders are filled accurately and completely to meet the delivery schedule, including an evaluation of the previous year's performance data, the current performance levels for on-time, mis-picks, damage, short on truck, returned and "other" will be evaluated.

B. Quality Control and Assurance Procedures

1. The Government will evaluate the offeror's Quality Control and Quality Assurance procedures. Procedures used during receipt, storage and out bound movement of product will be evaluated. The offeror's inventory control systems and level of automation will be evaluated. Reserve inventory and/or let-down control procedures and level or automation will be evaluated. Inventory rotation methods, monitoring procedures and the methodology followed in identification and correction of discrepancies in inventory management and order preparation will be evaluated. Identification of key personnel responsible for monitoring quality procedures will also be evaluated.

2. The Government will evaluate the offeror's average time from manufacturer's production date to time of receipt at vendor's facility will be assessed. Turnover rate information for the past year will also be evaluated. The procedures to control shelf life and proper shelf life dating for normally inventoried items will be assessed. The offeror's methods to ensure correct "date of pack" on the cases will also be evaluated. Procedures used to meet the "minimum shelf life remaining" requirements of the various items will be evaluated.

3. The offerors proposal will be reviewed for innovative solutions to address shelf life expirations on items with known substantial fluctuations in demand, such as Navy Strike/Battle Groups and Marine Expeditionary Forces items. Proposed solutions may be considered an enhancement to your proposal. Failure to address this will NOT have a negative effect on your overall evaluation.

C. Inspection and Sanitation Procedures

1. The Government will evaluate the offeror's inspection procedures that will result in the delivery of quality products to the customers. The evaluation will consider the frequency, type and amount of inspection; product characteristics to be inspected (including standards used to inspect product), 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's Sanitary Control Procedures and Stored Product Pest Management Program will be evaluated. Offerors' in-house programs, scheduling of duties, and inspection certifications will also be evaluated. This evaluation will include sanitary inspection reports and any ratings as applicable (e.g. AIB, ASI)

D. Supplier Selection Procedures

1. The Government will evaluate the offeror's supplier selection program. This evaluation will be conducted to determine the effectiveness of the program to provide continued supply of quality products with minimal variation. The Government will evaluate the offeror's methods to ensure that standardized product quality will be maintained when products are received from various suppliers.

2. If submitted, the Government will review your firm's distribution channel, to include all levels of the supply chain, for each category of item, the additional services provided and associated charges included at each stop. Your response will be reviewed and may be considered an enhancement to your proposal. Failure to address this will not have a negative effect on your overall evaluation.

FACTOR III - CUSTOMER SUPPORT

A. Customer Service Approach

1. The customer support service, strategy, function and focus of the offeror will be assessed to determine its commitment to customer satisfaction.

2. Offerors will be evaluated on their ability to adapt to deviations to the electronic order including such things as timelines and charges if any.

B. Ordering System

1. ***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 the offeror is not EDI capable, the plan submitted should be reasonable and able to be accomplished before contract award/ implementation.***

C. Product Availability/Technical Descriptions

1. An evaluation will be made of the offeror's ability to supply all of the items, or their acceptable equivalents, appearing in Attachments #1 and that these items are Berry Amendment compliant. The number of items that can be supplied from each Attachment will be reviewed.

2. The Government will review the number of items in the "Schedule of Items" (Market Basket) that are an identical match and the number of items that are an acceptable equivalent.

3. The Government will evaluate the offeror's time frame to bring in new items from both current and new suppliers. The ability of the offeror to exceed the time frame stipulated in the solicitation will be considered an enhancement to their proposal. Failure to address this will not have a negative effect on your overall evaluation.

FACTOR IV – SURGE AND SUSTAINMENT

Capability Assessment Plan (CAP)

The Contractor's Capability Assessment Plan will be evaluated for responsiveness, completeness, technical merit and capability. The Government will also evaluate the offeror's agreements with suppliers and service providers; ability to utilize additional suppliers or subcontractors; ability to access additional warehouse and distribution operations overseas and in the US to include labor; ability to transport and store massive amounts of food for a specific period of time. The contractor will be required to provide a description of logistical technology with regard to asset visibility; knowledge of the Pacific Rim and identification of problem surge & sustainment items or logistical issues for which surge & sustainment cannot be easily met along with proposed solutions. The CAP will also be evaluated for a plan of action in the event the SPV facility is damaged or otherwise not able to conduct normal business operations.

FACTOR V - FORCE PROTECTION

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.

FACTOR VI. SOCIOECONOMIC CONSIDERATIONS

Note: For Socioeconomic considerations under this factor, only product related direct costs are to be incorporated – NO INDIRECT OR SERVICE RELATED COSTS.

Note: Factors VI, VII, and VIII will be "ranked" not "rated" as other factors

A. Socioeconomic Goals

1. The Government will evaluate the offeror's socioeconomic plan to ensure that, to the maximum extent practical, Small, Small Disadvantaged, Women Owned Small, Veteran Owned Small, Service Disabled Veteran Owned Small and HUBZone small businesses are used as both suppliers and subcontractors in support of this Prime Vendor contract. The Government will evaluate the participation levels in terms of the percentages and dollar values and comparatively assess the goals amongst the offerors.

B. Organizational Efforts

1. The Government will evaluate the measures that the offeror will take to ensure equitable opportunity, and further the opportunities, for Small, Small Disadvantaged, Women Owned Small, Veteran Owned Small, Service Disabled Veteran Owned Small and HUBZone Small businesses. The offeror that has the highest percentage of participation with Small, Small Disadvantaged, Women Owned Small, Veteran Owned Small, Service Disabled Veteran Owned Small and HUBZone Small Business combined, at the contract and subcontract level, will receive the highest rating. Offerors that are Small Business Concerns will receive additional credit under this factor.

FACTOR VII. JAVITS-WAGNER-O'DAY ACT ENTITY SUPPORT

Note: Factors VI, VII, and VIII will be "ranked" not "rated" as other factors

A. The Government will evaluate the offeror's JWOD proposal on a comparative basis among all offerors per 52.215-9004 DLAD. An offeror that proposes or demonstrates a higher percentage, complexity level, and variety of participation by JWOD qualified nonprofit agencies for the blind or other severely disabled as subcontractors beyond those items for which JWOD entities are the mandatory source generally will receive a higher rating. Offeror's proposals for such support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its plan. Offeror is required to submit percentages supporting this program on a monthly basis to the Contracting Officer within the Socioeconomic Report.

FACTOR VIII. DLA MENTORING BUSINESS AGREEMENT (MBA)

Note: Factors VI, VII, and VIII will be "ranked" not "rated" as other factors

A. 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 JWOD entities in expanding their businesses.

ADDENDUM TO FAR 52.212-2
EVALUATION FACTORS FOR AWARD
BUSINESS PROPOSAL EVALUATION

The following business evaluation factors will be used. The following evaluation criteria are listed in descending order of importance. Aggregate Distribution Prices (Factor I) is more important than Aggregate Pricing (Factor II). However, as the difference in the Aggregate Distribution Prices of technically equal offers decrease, the importance of Aggregate Pricing will increase.

I. AGGREGATE DISTRIBUTION PRICES

A. The Government will evaluate each offeror's distribution prices by determining the aggregate dollar value. This dollar value will be calculated by multiplying the individual distribution price by the estimated usage requirements for each of the items listed in the Schedule of Items. The aggregate dollar value will then be evaluated for reasonableness and overall lowest price to the Government. Firms shall offer a distribution price for each category of item. The distribution price is defined as a firm fixed price and offered as a dollar amount, which represents all elements of the unit price, other than the product price. The Schedule of Items Distribution Price will be validated for accuracy against the distribution price category. Distribution prices for all categories that do not relate to the schedule of items will be evaluated for fairness and reasonableness. The percentage of distribution price to total aggregate cost will also be evaluated.

II. AGGREGATE PRICING

A. The Government will evaluate each offeror's aggregate pricing by determining the total price offered for the two-year base period and the option period. This dollar value will be calculated by multiplying the individual unit prices by the estimated usage requirements for each of the items listed in the Schedule of Items. The aggregate dollar value, to include individual unit prices, will then be evaluated for reasonableness and overall lowest price to the government. The Schedule of Items is selected from the usage figures of primary customers provided by data obtained from the STORES MIS and Vendor Management Reports and consists of products from nearly all FSC Classes.

B. The Government will evaluate offers for award purposes by adding the total price for the option period 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 the option shall not obligate the Government to exercise the option(s).

Price Evaluation Process - Each proposal will be evaluated against the requirements of the solicitation. 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 estimated quantities shall be multiplied by the unit prices to determine the lowest overall cost to the Government. Evaluation of the items will be on a group basis in accordance with FAR 25.503. See evaluation procedures at DFARS 225.502. If there are domestic offers (supplying greater than 50% domestic products), a 50% factor will be added to any non-qualifying country offer (supplying greater than 50% non-qualifying country products). If there are no domestic offers, or when a qualifying country offer (see 225.872-1 for a list of qualifying countries) is lower than the domestic offer, any non-qualifying country offers will be evaluated without the 50%. If these procedures result in a tie between a non-qualifying country offer and a domestic offer, the domestic offer will be considered the low offer on the basis of the pricing factor. These line by line figures will be totaled to arrive at an aggregate value. Pricing will be evaluated for all option years in the same manner.

A separate evaluation will also be made of the distribution prices provided for in the Schedule of Items, in order to determine aggregate distribution fees, and to compare category prices among zones. Distribution prices will be more important than product price.

The information requested on the "Schedule of Items" attachment 1 will be evaluated on a comparative basis among all offerors.

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 offeror is required to furnish limited pricing information as outlined in the solicitation section entitled **Submission Requirements**.

To be acceptable, the firm's price proposal must be complete, realistic, 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 wholesale 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.

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 cost or 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/fixed price with prospective price redetermination contract resulting from this solicitation.

52.217-9008 Surge and Sustainment (S&S) Evaluation (Mar 2008) DLAD

Surge and Sustainment capability is a requirement of this solicitation. The S&S evaluation will be based on the Capability Assessment Plan (CAP), test/validation plan (when required), S&S costs, and past S&S performance. The offeror's proposal may be deemed nonresponsive 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. The S&S will be evaluated as follows:

(a) CAP/Approach.

The offeror's CAP will be reviewed and assessed for responsiveness, completeness, technical merit and S&S past performance. The CAP must demonstrate the ability to provide the full S&S quantity and delivery requirements as specified in the Schedule, 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) Validation/Test Plan (if required).

The offeror's Validation/Test Plan (pre- or post-award) will be evaluated to determine the extent to which the plan accurately measures the stated capability in the offeror's CAP. If supplier requests for government investment to conduct the test, the CO will determine and approve which phase(s) of the S&S capability testing will be funded (test plan development, testing and /or test plan report).

(c) Cost/Price.

The offeror's proposed S&S cost/price will be evaluated for reasonableness and realism in accordance with FAR 15.403-3 but will not be included in the overall comparative price evaluation. The government reserves the right to request for additional information other than cost or price.

(d) Past S&S Performance.

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.

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 subline 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.

FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (JUN 2008)

52.212-3 Offeror Representations and Certifications—Commercial Items.

As prescribed in 12.301(b)(2), insert the following provision:

OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (JUNE 2008)

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.

"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.

"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 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.

"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

(1) 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 (m) 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.]

(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*.]

(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 o is, o 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**
__ 50 or fewer	__ $1 million or less
__ 51–100	__ $1,000,001–$2 million
__ 101–250	__ $2,000,001–$3.5 million
__ 251–500	__ $3,500,001–$5 million
__ 501–750	__ $5,000,001–$10 million
__ 751–1,000	__ $10,000,001–$17 million
__ Over 1,000	__ Over $17 million

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

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

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

(B) It 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.

(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 the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Supplies."

(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 the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian or Moroccan end product," "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 or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

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

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[*List as necessary*]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) 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.

Other Foreign End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[*List as necessary*]

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

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

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

Canadian End Products:

Line Item No.

_____

_____

_____

[*List as necessary*]

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

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

Canadian or Israeli End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[*List as necessary*]

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

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

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

Other End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[*List as necessary*]

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

(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) o 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) o Outside the United States.

(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 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.

(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.

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

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

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

(3) *Taxpayer Identification Number (TIN)*.

- 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.

(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 it does not conduct any restricted business operations in Sudan.

(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.

____ 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 o is, o 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.

ADDENDUM TO FAR 52.212-3

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

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

Line Item Number	Country of Origin (If known)

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.

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 NAME AND ADDRESS OF OWNER AND OPERATOR OF

ADDRESS, CITY, STATE, COUNTY, ZIP CODE)	THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT
_____	_____
_____	_____

52.216-1 -- Type of Contract.

(Apr 1984)

The Government contemplates award of a firm fixed price, indefinite delivery/indefinite quantity type contract resulting from this solicitation.

Included by Reference

DFARS 252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country (Oct 2006)

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.

DOCUMENTS, EXHIBITS AND ATTACHMENTS

Attachment 1 – Schedule of Items
Attachment 2 – NAPA Holders Listing
Attachment 3 – STORES EDI Information & 810 Transaction Set 832 Catalog (Vendor to DSCP)
Attachment 4 – Sample Subcontracting Plan
Attachment 5 – CARGO List of Items
Attachment 6 – QCOG List
Attachment 7 – Monthly Fill Rate Report
Attachment 8 – Experience/Past Performance Charts

Please contact Contract Specialist Dennis Strolle or Contracting Officer Karen Aquino in order to receive an electronic copy of the market basket. The market baskets format will be Microsoft Excel Spreadsheet. Please provide a printed hard copy of the Business Proposal as well as a copy on CD. Offers must use the provided format for proposal submission. Any proposal which does not include a printed hard copy as well as a copy on CD will be considered **non-responsive.**

Contract Specialist	Contracting Officer
Dennis Strolle	Karen Aquino
215-737-5349	215-737-2928
Dennis.Strolle@dla.mil	Karen.Aquino@dla.mil

ATTACHMENT 1 SCHEDULE OF ITEMS (Hawaii)

SPREADSHEET COLUMN HEADINGS

1. **Item: Item number**
2. **Stock Number**
3. **Item Description**
4. **Unit of Issue: Self explanatory. Note: Unit of Issue must be the same as the Government's listed in the Schedule of Items;**
5. **Brand Name**
6. **Estimated Quantity: Quantity given;**
7. **Product Price per U/I**
8. **Distribution price per U/I**
9. **Total Unit Price: Product Price + Distribution price**
10. **Aggregate Price: Estimated Quantity x Total Unit Price**
11. **Can you supply this item? (Yes or No)**
12. **Is this item a NAPA? (Yes or No)**
13. **Product Price Based on Invoice (Yes or No)**
14. **Distribution Category: Identify by number, the distribution category each item falls under for purposes of establishing the distribution price. For example, if the item is ground beef patties, #4 would be inserted;**

Please note the Government's Unit of Issue When Submitting Price Per Item

Please contact Contract Specialist Dennis Strolle or Contracting Officer Karen Aquino in order to receive an electronic copy of the market basket. The market baskets format will be Microsoft Excel Spreadsheet. Please provide a printed hard copy of the Business Proposal as well as a copy on CD. Offers must use the provided format for proposal submission. Any proposal which does not include a printed hard copy as well as a copy on CD will be considered **non-responsive.**

Contract Specialist
Dennis Strolle
215-737-5349
Dennis.Strolle@dla.mil

Contracting Officer
Karen Aquino
215-737-2928
Karen.Aquino@dla.mil

ATTACHMENT 2 STARTS ON THE FOLLOWING PAGE

PRIME VENDOR HAWAII– ATTACHMENT 2

Agreement Number	Vendor	Brands
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
0367	Alder Foods 1 Foxhill Drive Walpole, MA 02081	• Alder Foods • Farmland • Parmalat
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
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
0160	Atkins Elegant 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
0400	B.C. Bundt, Inc. P. O. Box 271848 Tampa, FL 33688-1848	• B. C. Bundt
0339	Balliro Corporation 3110 Henson Road Knoxville, TN 37921	• Balliro
0221	Baltimore Spice, Inc. 9740 Reisterstown Rd Owings Mills, MD 21117	• Baltimore Spice • Culinary Choice

PRIME VENDOR HAWAII– ATTACHMENT 2

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
0256	Baumer Foods 4301 Tulane Ave New Orleans, LA 70119	• Crystal
0286	BD & K Foods, Inc. 312 Alabama St. Auburn, AL 36830	• BD&K Foods
0140	Berks Packing Co., Inc. 307-323 Bingaman Street Reading, PA 19610-5919	• Berks
0397	Blue Bunny Ice Cream 1 Blue Bunny Dr Le Mars, IA 51031	• Blue Bunny • Premium • Health Smart
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
0279	Buena Vista Food Products, Inc. 823 West 8th St. Azusa, CA 91702	• Buena Vista • Linda's Cookies
0017	Bunge Oil 3701 Algonquin Road Rolling Meadow, IL 60008	• Bunge Food • R&H
0394	Burger Maker 666 16th St Carlstadt, NJ 11433	• Burger Maker
0301	Butter Buds Foodservice 2330 Chicory Rd Racine, WI 53403	• Butter Buds
0273	C&R Foods, Inc./Eyas Inc. 105 Red Maple Ct Ponte Verda Beach, FL 32082-4605	• Dole • Ready Pac
0173	C.H. Guenther & Sons P.O. Box 118 San Antonio, TX 78291	• Pioneer Flour
0008	Campbell Soup Co. 3010 Pleasantree Ct Oak Hill, VA 20171	Click Here

PRIME VENDOR HAWAII– ATTACHMENT 2

0180	Cargill Inc./Sunny Fresh 206 West 4th St Monticello, MN 55362	Click Here
0336	Carl Buddig and Company 950 West 175th St Homewood, IL 60430	• Carl Buddig • Old Wisconsin Co
0370	Carla's Pasta 50 Talbot Lane South Windor, CT 30007	• Carla's Pasta
0150	Castleberry/Snow's Brands P.O. Box 1010 Augusta, GA 30903	Click Here
0265	Chattanooga Bakery/Moonpie 900 Manufacturers Rd Chattanooga, TN 37405	• Moonpie • Lookout
0241	Chicagoland Foods 9049 Heathwood Circle Niles, IL 60714	• Chicagoland Foods
0164	Chicken Of The Sea International 221 E. Main Street Milford, MA 01757	• Chicken Of The Sea
0309	Clabber Girl Corp. 900 Wabash Ave Terre Haute, IN 47807	• Clabber Girl • Rumford • Fleischmann
0329	Clear Springs Foods, Inc. 1500 E 4424 N Clear Lakes Rd Buhl, ID 83316	• Clear Spring Fds • X-Stream • Treasures
0249	Clement Pappas Co, Inc. 10 N Parsonage Rd Seabrook, NJ 08302	• Clement Pappas • Ruby Kist
0282	Clement's Pastry Shop, Inc. 3355 B 52nd Ave Hyattsville, MD 20781	• Clement's Pastry Shop
0147	Clovervale Foods, Inc. 226 Connecticut Ave Lorain, OH 44052	• Chef's Pantry
0217	Coffee Express P.O. Box 1998 Slidell, LA 70459	• Coffee Express • tropi-Rich
0010	Con Agra Foods Culinary Products 7224 Greenbank Road Baltimore, MD 21220	Click Here
0072	Continental Mills, Inc. & MultiFoods Hilton Head Plantation 114 Headlands Drive Hilton Head, SC 29926	• Krusteaz • Pillsbury Bakery Mixes
0012	Country Home Bakers, Inc. 361 Benigno Blvd Bellmawr, NJ 08031	• Country Home Bakers

PRIME VENDOR HAWAII– ATTACHMENT 2

0125	Country Pure Foods, Inc. Foodservice Division 681 West Waterloo Road Akron, OH 44314	• Ardmore Farms
0271	Cuisine Solutions 85 S Bragg St Suite 600 Alexandria, VA 22312	• Cuisine Solutions
0087	Custom Food Products 5145 W. 123rd Street Alsip, IL 60803-3495	Click Here
0098	Daily Foods, Inc. 3535 S. 500 W. Salt Lake City, UT 84115	• Daily's
0380	Dakota Gourmet/Sun Opta Companies 896 22nd Ave. N. Wahpeton, ND 58075	• Dakota Gourmet • Sunrich • Kettle Valley
0404	D'Andrea Brothers, LLC 6399 Wilshaire Blvd PH1 Los Angeles, CA 90048	• HOOAH
0026	Dannon Company Inc. Food Service Division 1501 Knoll Ridge Circle Corinth, TX 76205	• Dannon Yogurt
0347	Dan's Prize 226 Main St Gainesville, GA 30501	• Dan's prize
0272	Darlington Farms	• Darlington Farms
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
0330	Diamond Crystal Brands, Inc. 3000 Tremont Road Savannah, GA 31412	• Diamond Crystal
0343	Diversified Foodservice Manufacturing Company 4305 Lynburn Drive Tucker, GA 30084	• Diversified
0284	Dole Packaged Foods	• Dole

PRIME VENDOR HAWAII– ATTACHMENT 2

	1 Dole Dr. Westlake Village, CA 91362	
0328	Don's Food Products 4461 Township Line Rd Schwenksville, PA 19473	• Don's Salad
0381	Duerson Foods 8922 102nd St. Pleasant Prairie, WI 53158	• Duerson Foods
0090	Eastside Entrees 20 Crossway Park N Suite 100 Woodbury, NY 11797	• East Side Entrees
0315	El Cid Mexican Food Products, Inc. 731 E Angeleno Ave Burbank, CA 91501	• El Cid Mexican
0359	El Pinto Foods 10500 4th Street Albuquerque, NM 87114	• El Pinto
0240	Escalon Premier Brands 1905 McHenry Ave Escalon, CA 95320	Click Here
0047	Ferrante Brothers/Nick's Sausage P. O Box 368 5226 Monroe Place Hyattsville, MD 20781	• Nick's Sausage
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
0364	Foodnet Branded Products 4101 Cox Road Suite 120 Glen Allen, VA 23060	• Foodnet Branded Products • Papa Felico • Domenic's of NY
0337	Freedom Coffee Company 4344 Alabama Highway 41 South Selma, AL 36701	• Freedom Coffee
0049	French's Foodservice 4343 E. Mustard Way Springfield, MO 65803	Click Here
0354	Fruitful Juice Products 822 Packer Way Sparks, NV 89431	• Fruitful Juice Products
0305	Furman Foods Inc. 770 Cannery Rd Northumberland, PA 17857	• Furmano's
0058	G & A Food Service 12200 32nd Court North	Click Here

PRIME VENDOR HAWAII– ATTACHMENT 2

	St. Petersburg, FL 33716	
0307	Gardenburger 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
0210	GFF Inc. (Girard's Foodservice) 1520 E. Adams Blvd. Los Angeles, CA 90011	• Girard's
0379	Giorgio Foods 1161 Park Road Reading, PA 19605	• Giorgio
0346	Good Harbor Fillet Co 21 Great Republic Drive Gloucester, MA 01930	• Good Harbor Fillet • Midship
0299	Good Humor-Breyers Ice Cream P.O. Box 19007 Green Bay, WI 54307-9007	Click Here
0287	Grand Brand/True Lemon	• Grand Brand/True Lemon
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
0290	Hawaii Coffee Company, Inc. 1555 Kalani St Honolulu, HI 96817	• Royal Kona Coffee • Lion Coffee
0144	Hebrew National P.O. Box 709 Hudson, WI	• Hebrew National
0032	Heinz & Lea & Perrins, Inc. (merged) 1062 Progress Street Pittsburgh, PA 15212	Click Here
0018	Hillshire Farm & Kahn's 324l Spring Grove Ave. Cincinnati, OH 45225	• Hillshire • Kahn
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
0355	Imperial Food Services, Inc.	• Imperial Food

PRIME VENDOR HAWAII– ATTACHMENT 2

	740 Schneider Drive South Elgin, Illinois 60177	• Betty's Kitchen
0340	Imperial Sales Company & Truitt Brothers, Inc. P. O. Box 966 Watsonville, CA 95077	• Imperial Sales • Mexi-Frost • Truitt Brothers • Saver Pak
0366	Independence Food Group 225 Donna Drive Plymouth Meeting, PA 19462	• Independence Food Group • A Esposito
0200	Insta-Cook, Inc. 5400 Opportunity Court Minnetonka, MN 55343	• Terry's Comfort Foods
0075	J & J Snack 6000 Central Highway Pennsauken, NJ 08109	Click Here
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
0384	Jack Link's Beef Jerky 1 Snack Food Lane Minong, WI 54859	• Jack Link's
0371	Jean-Batiste Foods 920 W. Pinhook Suite 240 Lafayette, LA 70503	• Jean-Batiste Foods • Barras
0375	Jennie-O Turkey 205 Willmar Ave Willmar, MN 56201	• Jennie-O
0003	Jimmy Dean & Bryan Foods 8000 Centerview Pkwy Suite 400 Cordova, TN 38018	• Jimmy Dean • Rudy's Farm
0285	Johnsonville Sausage P.O. Box 906 Sheboygan Falls, WI 53085	• Johnsonville
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	• Kerry Food

PRIME VENDOR HAWAII– ATTACHMENT 2

	100 East Grand Ave Beloit, WI 53511	• 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
0276	Kings Delight 2063 Memorial Park Rd Gainesville, GA 30504	• Kings Delight • Premium Gold • King Zing
0294	Klement's Foodservice 207 E Lincoln Ave Milwaukee, WI 53207	• Klement's
0318	Koch Foods, Inc. 4404 West Berteau Chicago, IL 60641	• Koch Foods
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
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
0254	Larsen Farms 2379 E 2300 N Hamer, ID 83425	• Larsen Farms • Idaho's
0154	Lemon X 168 Railroad St P.O. Box 20800 Huntington Station, NY 11746	Click Here
0385	Little Lady Foods 2323 Pratt Blvd. Elk Grove Village, IL 60007	• Little Lady Foods • Primerro
0342	Love & Quiches Desserts 178 Hanse Avenue Freeport, NY 11520	• Love & Quiches
0056	Lyons Magnus 1636 South Second Street	Click Here

PRIME VENDOR HAWAII– ATTACHMENT 2

	Fresno, CA 93702	
0020	M&M Mars Uncle Ben's Foodservice 800 High Street Hackettstown, NJ 07840	Click Here
0368	M.C.I. Foods 12835 Atlantic Ave. Compton, CA 90221	• Foodnet Branded Products • Papa Felico • Domenic's of NY
0392	Magic Seasoning Blends 720 Distributor Row Harahan, LA 70123	• Magic Seasoning • Chef Paul
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
0161	Martha Olson's P.O. Box 66 Sutter Creek, CA 95685	• Martha Olson
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
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

PRIME VENDOR HAWAII– ATTACHMENT 2

0406	MNM Foods Inc. P. O. Box 471077 Forth Worth, TX 76116	• MNM Foods
0389	Montana's Pioneer Products 100 N. 27th St Suite 750 Billings, MT 59101	• Montana's Pioneer
0268	Monterey Mushrooms, Inc. 2 Hazel St P.O. Box 250 Bonne Terre, MO 63628-0250	• Monterey Mushrooms • Red Label • Silver Label • Green Label
0230	Mott's Inc. 6 High Ridge Office Park Stamford, CT 06905	• Mott's • Holland House • Hawaiian Punch
0126	Mrs. T's Pierogies 600 East Center St P.O. Box 606 Shenandoah, PA 17976-0606	• Mrs. T's
0401	Nana Services, LLC 1010 S. 336th Street Suite 205 Federal Way, WA 98003	• Nana Services
0360	Nardone Bros Baking Co. 420 New Commerce Blvd Wilkes Barre, PA 18706	• Nardone Bros
0374	National Steak & Poultry 301 East Fifth Avenue Owasso, OK 45879	• National Steak & Poultry And Steakhouse
0308	Needham Inc. 1204 Jones St Omaha, NE 68102	• Needham
0015	Nestle Brands Foodservice Co. & Chef America (merged) 607 William Street Suite 205 Fredericksburg, VA 22405	Click Here
0395	Nestle/Powerbar 800 North Brand Blvd Glendale, CA 90505	• Nestle • Powerbar
0344	N'Genuity 15333 North Pima Road Suite 120 Scottsdale, AZ 85260	• N'Genuity • Bo Jackson Signature Foods
0302	Nicolet Forest Bottling/Water Concepts 39 S Barrington Rd South Barrington, IL 60010	• Water Joe
0326	Nish	• Nish
0399	Nong Shim America, Inc.	• Nong Shim Foods

PRIME VENDOR HAWAII– ATTACHMENT 2

	12155 Sixth Street Rancho Cucamonga, CA 91730	
0332	Northwest Packing Co. 1701 West 16th St Vancouver, WA 98660	• Northwest Packing • Old California • Oregon Trail
0405	NuChoice Foods, Inc. 4553 South Westmoreland Road Dallas, TX 75237	• Nu Choice
0334	Nutriom, LLC 3145 Hogum Bay Road, NE Lacey, WA 98516	• Nutriom • Ova Easy
0300	Ocean Direct 12624 Daphne Ave Hawthorne, CA 90250	• Ocean Direct • Channel Marker
0139	Ocean Spray 1001 Warrenville Rd #100 Lisle, IL 60532	• Ocean Spray
0333	Ochoa Foods 910 W Main St Suite 248 Boise, ID 83702	• Ochoa Foods • Quincy Platinum
0349	Odyssey 150 Nickerson St Suite 300 Seattle, WA 98109-1634	• Odyssey Seafood • Treasures from the Sea
0325	Ole' Mexican Foods, Inc. 6585 Crescent Drive Norcross, GA 30071	• Ole Mexican Foods • La Banderita • Verole
0390	Omni Custom Meats, Inc. 151 Vanderbilt Court Bowling Green, KY 42103	• Omni Custom Meats
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
0255	Pepe's Incorporated 1325 W 15th St Chicago, IL 60608	• Pepe's
0070	Pepsico Foodservice & Vending 321 N. Clark Street Chicago, IL 60610	Click Here
0060	Perdue Farms, Inc. P.O. Box 1537	• Perdue Brands

PRIME VENDOR HAWAII– ATTACHMENT 2

	Salisbury, MD 21802-1537	
0112	Pierre Foods 9990 Princeton Road Cincinnati, OH 45246	• Pierre Foods
0096	Pilgrims Pride & Con Agra Poultry (merged) P.O. Box 7275 Broadway, VA 22815	Click Here
0048	Pinnacle Foods 1000 St Louis Union Station Suite 400 St Louis, MO 63103	Click Here
0063	Portion Pac, Inc. 7325 Snider Road Mason, OH 45040	Click Here
0108	Precision Foods, Inc. 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
0383	Premium Standard Farms 805 Pennsylvania Ave Kansas City, MO 64105	• Premium Standard Farms
0261	Quantum Culinary, LLC 750 South Schmidt Rd Bolingbrook, IL 60440	• Quantum Culinary • Simply Gourmet
0179	Quantum Foods 750 South Schmidt Road Bolingbrook, IL 60440	• Quantum Foods
0216	Ralcorp Frozen Bakery 999 Oakmont Plaza Drive West Mont, IL 60559	• Bakery Chef • Krusteaz
0386	Randolph Packing Company 275 Roma Jean Parkway Streamwood, IL 60107	• Randloph Packing Co
0252	Rastelli Fine Food 300 Heron Drive Swedesboro NJ 08085	• Rastelli Fine Food
0274	RDV Ventures, Inc. P.O. Box 7 Watkinsville, GA 30677	• RDV Ventures • Ramblin Roostr
0159	Reily Foods Company 3434 Mynatt Ave. Knoxville, TN 37919	Click Here
0363	Ribs on Wheels, Incorp.	• Ribs on Wheels

PRIME VENDOR HAWAII– ATTACHMENT 2

	626 May Street Jacksonville, FL 32204	
0191	Richmond Peak Quality 2920 Regatta Blvd Richmond, CA 94804-0013	Click Here
0262	Rich's Food Service Division 1 Robert Rich Way Buffalo, NY 14240	• Rich Products • Bahama Blast • Byron's
0142	Rich-Sea Pak Group 127 Airport Rd St Simons Island, GA 31522-0270	Click Here
0077	Rose Packing Co. 65 South Barrington Road Barringron, IL 60010	Click Here
0324	Rotella's Italian Bakery, Inc. 6949 South 108th St La Vista, NE 68128	• Rotella's
0259	Ruiz Food Products, Inc. 501 South Alta Drive Dinuba, CA 93618	• Ruiz
0369	RWI Resources P.O. Box 72800 Marietta, GA 30007	• RWI • Vital Fruit • Riptide
0214	S & K Industries, Inc./Abuelita Mexican Foods Products 9209 Enterprise Court Manassas Park, VA 20111	• Abuelita
0289	S&D Coffee, Inc 300 Concord Parkway South Concord, NC 28027	• S&D Coffee • American Select
0104	Samband of Iceland 190 Enterprise Drive Newport News, VA 23603	• Iceland • Seaside
0022	Sara Lee Bakery 900 N. North Branch St Chicago, IL 60622	• Sara Lee Bakery • Bistro Collection • Chef Pierre • Oven Fresh • Turano Old World Bakers
0234	Sara Lee Dressing & Sauces 1325 Chase Avenue Elk Grove Village, IL 60007	• Superior • Bonne Chere
0004	Sara Lee Refrigerated Foods 900 N North Branch St Chicago, IL 60622	• Sara Lee Carvers Collection • Briar Street • Ball Park Franks • Springbrook Farms
0403	Schreiber Foods, Inc. 425 Pine St.	• Schrieber and Raskas

PRIME VENDOR HAWAII– ATTACHMENT 2

	Green Bay Wisconsin 54307-19010	
0006	Schwan's Food Service Company 115 West College Drive Marshall, MN 56258	Click Here
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
0348	Six Points, Inc. 1227 Lincoln Mall Lincoln, NE 68508	• Six Points
0025	Smithfield Foods Corp & Farmland Foods (merged) 805 East Kemper Road Cincinnati, OH 45246	Click Here
0270	Snyder's of Hanover 1250 York St Hanover, Pennsylvania 17331	• Snyder's of Hanover
0281	SouthStream Seafoods, Inc. P.O. Box 6010 Warwick, RI 02887	• SouthStream Seafoods • Frostmark
0376	Spartanburg Meat Processing Co. Inc. 3003 N. Blackstock P.O. Box 170069 Spartanburg, SC 29301	• Spartanburg
0295	Starbucks Coffee 2401 Utah Ave South MS 5-BA8 Seattle, WA 98134	• Starbucks
0238	State Fair Foods, Inc. 3900 Meacham Blvd Haltom City, TX 76117	• State Fair Foods
0393	Steuben Foods, Inc. 155-04 Liberty Ave Jamaica, NY 11433	• Steuben Foods • Whitney's Foods
0105	Sugar Foods Corp. P.O. Box 548 Broomall, PA 19008	• Sweet-Low
0320	Sun Rayz Products, Inc. 334 S Hyde Park Avenue Tampa, FL 33606	• Sun Rayz
0345	Sunrise Foods, Inc. 3120 Vallyview Drive Columbus, OH 43204	• Sunrise Foods

PRIME VENDOR HAWAII– ATTACHMENT 2

0218	Super Bakery, Inc. 5700 Corporate Dr Suite 455 Pittsburgh, PA 15237	• Super Bakery
0398	Supherb Farms 300 Diane Dr Turlock, CA 95381	• Supherb Farms
0311	Sweet Productions Limited 5100 New Horizons Blvd Amityville, NY 11701	• Hooah Bar
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
0239	Tampa Maid Foods, Inc. 1600 Kathleen Road Lakeland, FL 33805	• Tampa Maid
0316	The Carriage House Companies 59 Pebble Hill Rd Fairport, NY 14450	• The Carriage House
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. P.O. Drawer 1734 Atlanta, GA 30301	Click Here
0358	The Pizza Company 400 Gerona Ave Miami, FL 33146	• The Pizza Co.
0361	The Wornick Company 10825 Kenwood Road Cincinnati, OH 45242	• The Wornick Company • A La Smart
0036	Tones Brothers, Inc. 2301 SE Tones Drive Ankery, IA 50021-8888	Click Here
0357	Tony Dorsett Food Products, Inc. 450 Clay Ave Piscataway, NJ 08854-1413	• Tony Dorsett
0178	Total Ultimate Foods Inc. 683 Manor Park Dr Columbus, OH 43228	Click Here
0100	Trident Seafoods Corp. 5202 Shilshole Ave. NW Seattle, WA 98107	Click Here
0013	Tyson Foods, Inc. P.O. Box 2020 Springdale, AZ 72765-2020	• Tyson • Holly Farms • Weaver

PRIME VENDOR HAWAII– ATTACHMENT 2

		• Lady Aster
0095	Unilever Best Foods 2200 Cabot Drive Lisle, IL 60532	Click Here
0362	Valley Foods Incorp. 335 E Boardman Street Youngstown, OH 44503	• Valley Foods
0197	Vanee Foods Company 5418 McDermott Dr. Berkeley, IL 60163	• Vanee Foods
0231	Victoria Packing Corp 43 East 100 St Brooklyn, NY 11236	• Victoria Packing
0245	Viking Seafoods, Inc. 50 Crystal Street Malden, MA 02148	• 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 Northbrook, IL 60062	• Leahy • IFP • Carbotrol
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
0373	Werling & Sons 7909 Broughton Pike Paulding, OH 45879	• ADJR
0351	Westminster 207 Randbury Road Rutland, VT 05701	• Westminster Cracker
0377	Whole Harvest 376 Westpack Drive Warsaw, NC 28398	•Whole Harvest • Smart Fry
0187	Windsor Foods Company & Speciality Brand 3355 West Alabama #730 Houston, TX 77098	Click Here
0232	Yo Cream 5858 NE 87th Ave Portland, OK 97220	• Yo Cream
0124	Zartic, Inc. 438 Lavender Drive Rome, GA 30165	• Zartic

PRIME VENDOR HAWAII– ATTACHMENT 2

0423	4C Foods Corp 480 Fountain Ave. Brooklyn, NY 11208	• 4C

ATTACHMENT 3 STARTS ON THE FOLLOWING PAGE

PART A

EDI Implementation Guidelines for Subsistence Prime Vendor (STORES)

SECTION 1.0 GENERAL INFORMATION .....

1.1 CONTACTS.....
1.2 EDI - FOR DSCP SUBSISTENCE .....
1.3 TRANSACTION SETS .....
1.4 SOFTWARE .....
1.5 NETWORKS.....

SECTION 2.0 TRADING PARTNER TESTS .....

2.1 GENERAL TESTING PROCEDURES .....
2.2 TESTING INDIVIDUAL TRANSACTION SETS .....

SECTION 3.0 PRODUCTION PROCEDURES.....

3.1 OUTGOING TRANSMISSION SCHEDULE .....
3.2 PROBLEM RECOVERY DURING PRODUCTION .....

Section 1.0 General Information

1.1 Contacts

Contact For	Name	Phone Number
DSCP System (STORES)	Jeff Nienstedt	(215) 737-3860
EDI 810 (Invoice) Testing	Bud Wellens	(215) 737-2778
EDI 832 (Catalog) Testing	Bob Thistle	(215) 737-7558
EDI 850 (Purchase Order Testing	Charles Benn	(215) 737-7318
Prime Vendor Coordination	Frank Bankoff	(215) 737-2951
STORES Technical Support	STORES Help Desk	(888) 755-4756
DAASC Technical Support	DAASC EDI Help Desk	(513) 296-3333

1.2 Electronic Data Interchange (EDI) – For DSCP Subsistence

Subsistence uses EDI to communicate with their Trading Partners (Vendors). The EDI process starts with the 832 (catalog) being received by DSCP from the vendor. In this process, vendors provide initial and updated catalog item and price data via EDI. These updates are sent on a weekly basis for those items that have changed since the previous catalog submission. This data is transmitted to the Defense Personnel Support Center (DSCP) through a mailbox at DAASC and not directly to the customer. Entire catalogs that support a particular site in a region (including any updates) are then made available to the customer through the Subsistence Total Ordering and Receipting Electronic System (STORES) website on Sunday of each week.

After the catalogs are received, the next step in the process is ordering from these catalogs. Orders are generated on a regular basis by the customer keying the order directly into STORES web or by uploading the order to STORES from one of the service systems. This order is then translated into an 850 (purchase order) and sent to DAASC. DAASC processes the file and places it in a vendor's mailbox where the orders are held awaiting pick-up by the vendor. 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 should keep in mind that there are times when a customer could place more than one order in the same day.

Once the vendor receives the order from a customer the order is processed and shipped to the customer's delivery location. These locations are determined by the customer and can be a dining facility, warehouse, depot, hospital, ship, child care center, or other facility. Please note: Vendors should only deliver items that are on the order and should not substitute any similar items.

After the vendor has delivered the product, the customer must verify shipment quantities and make any adjustments to the receipt in STORES. Once these changes have been made, the customer then processes the receipt in STORES and generates an electronic validation of the receipt at DSCP. This receipt is then matched to the vendor 810 (invoice) and all matching lines are paid. Any discrepancies between receipt and invoice must be researched before payment is made.

1.3 Transaction Sets

The EDI transaction sets listed below are described in detail in later sections of this guideline. Vendors must be able to support the 832 Catalog and 850 Purchase Order.

810 – Invoice (Attachment 1)
832 – Catalog (Attachment 2)
850 – Purchase Order (Attachment 3)

1.4 Software

All DSCP customers are currently using STORES Web and therefore are using the same EDI software and network to transmit orders. However, the vendor may select any software that supports the transaction sets currently traded and any sets that may be traded in the future.

1.5 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.

Section 2.0 Trading Partner Tests

2.1 General Testing Procedures

DSCP points of contact for testing each transaction set are listed at the beginning of this document. Vendors should test all EDI transactions before they are placed in production. Vendors should be prepared to contact POCs for each transaction and provide verbal notification about the success and failure of each transmission.

2.2 Testing Individual Transaction Sets
832 Catalog - During the Sample Test Phase catalog files will be sent from the vendor to DSCP to test catalog transmission. These files should include items that sufficiently test all aspects of catalog submissions/changes (price changes, item additions and deletions, and entire catalog transmissions).
850 Purchase Order – Once a catalog has been tested, purchase orders will be sent to vendors to ensure capability of receiving the customer's orders.

Section 3.0 Production Procedures

3.1 Transmission Schedules

Vendors are expected to send in 832 (catalogs) to DSCP by Thursday of each week at 1 PM Eastern time in order that they may be reviewed prior to update of the weekly catalogs. Not meeting this time can result in additional catalog pricing errors and erroneous payments. As

mentioned earlier, outbound 850 purchase orders can be generated anytime during the day. Therefore, vendors should be prepared to retrieve order data throughout the day.

3.2 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 and catalog transactions.

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

POS NO	SEG ID	DESCRIPTION	REQ
010	ST	Transaction Set Header	M
020	BIG	Beginning Segment for Invoice	M
		Loop I.D. – N1	
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)
TABLE 2		**Loop I.D. – IT1**	
010	IT1	Baseline Item Data (Invoice)	O (M for DSCP)
TABLE 3			
010	TDS	Total Monetary Value Summary	M
		Loop I.D. - SAC	
040	SAC	Service, Charge Information	O
		Loop I.D. – ISS	
070	CTT	Transaction Totals	O (M for DSCP)
080	SE	Transaction Set Trailer	M

The following information applies to PRIME VENDORS only!!

Baseline Item Data (IT1):

1. Contract Line Item Number (CLIN): The very **"FIRST CLIN"** as it appears on the Purchase Order, **"MUST"** be transmitted in the IT101. Data is required in all IT1 segments.

a. If the **"FIRST CLIN"** was **"NOT"** delivered, the CLIN must still be transmitted in the IT101; and ZERO fill the quantity and price field(s).

b. This is Optional. ***If,*** additional CLIN(s) on the **same** Purchase Order ***have not*** been delivered, data **"MAY"** be transmitted, but is not required.

2. Contract lines CLIN(s) must be transmitted in line sequence as shown on each Purchase Order.

3. Separate Transaction Headers (ST segments) are required for each Purchase Order invoiced.

4. Any "new" CLINS/line items, (substitutions & adds) must appear as the last line on the invoice. Adds "MUST" start with CLIN number 9999AA, 9999AB. As Call date's change, 9999AA maybe recycled. SEE EXAMPLES…

a) SP030098D1234 063A = CLIN # 9999AA
063A = CLIN # 9999AB
063A = CLIN # 9999AC

b) SP030098D1234 064T = CLIN # 9999AA
064T = CLIN # 9999AB
064T = CLIN # 9999AC

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

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

Loop Repeat 200

SEG ID N1 Loop ID
POS NO070
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

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

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

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 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)

NON-PRIME VENDORS ONLY!!!

Loop Repeat 200000

SEG ID IT1 Baseline Item Data (Invoice)
POS NO010
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	X	R2	1/10
		*decimal uses one position length (e.g. 2.50 = 0000002.50)			
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

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

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

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

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

832 Catalog (Vendor to DPSC) –modification

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".

Segment	*Element*	*Value*	*Size*	M/O	Added
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	2 AN	M	Original

Segment	*Element*	*Value*	*Size*	M/O	Added
		small business			
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			
	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	C*	JN9001

Segment	*Element*	*Value*	*Size*	M/O	Added
			decimal		
	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	M	JN7002

Segment	*Element*	*Value*	*Size*	M/O	Added
			decimal		
	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
	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

PRIME VENDOR HAWAII– ATTACHMENT 3

Segment	*Element*	*Value*	*Size*	M/O	Added
CTP Pricing Information	**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.

<u>Example of 832:</u>

Below is an example of a typical 832 catalog.
Please note: the first item is an example of a non-catch eight item, while the second is an example of a catch weight item.

```
ST*832*0753
BCT*PC*SPM30007D3XXX
DTM*152*071114*183837
LIN*0001*SW*890501E192177*VP*88888888AAA          *ZZ*C*ZZ*0
PID*F*GEN***FISH, TUNA, CHUNK LT, POUCH, 6/43 OZ PG, A32
PO4*0006*00043.00*OZ*PG*16.1*LB*2.5*CF
```

```
ITD*16***********3 DIAMONDS
LDT*AU*180*DY
SAC*A*C260***1.10
SAC*A*C300***0.50
SAC*A*C310***0.75
SAC*C*C330**43*2.00
CTP**STA*0000057.30**CS*SEL*0006*0001
LIN*0002*SW*8905005437333*VP*99999999              *ZZ*C*ZZ*0
PID*F*GEN***TURKEY: FROZEN, TOM, 20 LB AVG.
PO4*0002*00020.00*LB*AVG*41.5*LB*3.4*CF
ITD*16***********HARVEST
LDT*AU*120*DY
SAC*A*C260***0.05
SAC*A*C300***0.01
SAC*A*C310***0.01
SAC*C*C330**10A*0.03
CTP**STA*0000001.68*40*LB*SEL*0040*0001
ITD*16***********MAUI
CTT*0002
SE*26*0753
```

850 Purchase Order

Outbound X12 850 Transaction, Version 3040

Description:

This map is for a detailed purchase order 850 sent to an EDI capable vendor from DSCP. It is generated for each order placed by a customer in STORES.

ISA – Interchange Control Header

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	I01	Authorization Information Qualifier	“00”	M	ID	2/2
02	I02	Authorization Information	Blank	M	AN	10/10
03	I03	Security Information Qualifier	“00”	M	ID	2/2
04	I04	Security Information	Blank	M	AN	10/10
05	I05	Interchange ID Qualifier	“ZZ” = Mutually defined	M	ID	2/2
06	I06	Interchange Sender ID	LAP DoDAAC	M	AN	15/15
07	I05	Interchange ID Qualifier	Vendor’s ID qualifier	M	ID	2/2
08	I07	Interchange Receiver ID	Vendor ID	M	AN	15/15
09	I08	Interchange Date	Date of transmission	M	DT	6/6
10	I09	Interchange Time	Time of transmission	M	TM	4/4
11	I10	Interchange Control Standards Identifier	“U” = U.S. EDI Community	M	ID	1/1
12	I11	Interchange Control Version Number	“00200” = assigned value	M	ID	5/5
13	I12	Interchange Control Number	Control Number (matches IEA below)	M	N0	9/9
14	I13	Acknowledgement Requested	“0” = No acknowledgement requested	M	ID	1/1
15	I14	Usage Indicator	“P” = Production data	M	ID	1/1
16	I15	Component Element Separator	“>”	M	AN	1/1

GS – Functional Group Header

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	479	Functional Identifier	“PO” = Purchase	M	ID	2/2

		Code	Order			
02	142	Application Sender's Code	LAP DoDAAC	M	AN	2/15
03	124	Application Receiver's Code	Vendor ID	M	AN	2/15
04	373	Date	Date of transmission	M	DT	6/6
05	337	Time	Time of transmission	M	TM	4/8
06	28	Group Control Number	Control Number (matches GE below)	M	N0	1/9
07	455	Responsible Agency Code	"X" = X12	M	ID	1/2
08	480	Version/Release/ Industry/Identifier Code	EDI X12 Version (003040)	M	AN	1/12

ST – Transaction Set Header

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	143	Transaction Set Identifier Code	"850"	M	ID	3/3
02	329	Transaction Set Control Number	Control Number (matches SE below)	M	AN	4/9

BEG – Beginning Segment for Purchase Order

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	353	Transaction Set Purpose Code	"00" = Original	M	ID	2/2
02	92	Purchase Order Type Code	"NE" = New Order	M	ID	2/2
03	324	Purchase Order Number	Purchase Order Number	M	AN	1/22
04	328	**Release Number**	Call Number	O	AN	1/30
05	373	**Date**	Purchase Order Date	M	DT	6/6
06	367	**Contract Number**	Contract number	O	AN	1/30

DTM – Date/Time Reference

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	374	Date/Time Qualifier	"002" = Delivery Requested	M	ID	3/3
02	373	Date	Required Delivery Date	M	DT	6/6

N1 – Name

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	98	Entity Identifier Code	"ST" = Ship To	M	ID	2/2
02	93	Name	NA	M	AN	1/35
03	66	Identification Code	"10" = DODAAC	M	ID	2/2

		Qualifier				
04	67	Identification Code	Ship to DODAAC	M	AN	2/17

N2 – Additional Name Information

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	93	Name	Facility	M	AN	1/35
02	93	Name	Building	O	AN	1/35

N3 – Address Information

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	166	Address Information	Address Line 1	M	AN	1/35
02	166	Address Information	Address Line 2	M	AN	1/35

N4 – Geographic Location

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	19	City Name	City	O	AN	2/30
02	156	State or Province Code	State	O	ID	2/2
03	116	Postal Code	Zip	O	ID	3/11

PO1 – Baseline Item Data

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	350	Assigned Identification	Line number	O	AN	1/11
02	330	Quantity Ordered	Quantity Ordered	M	R	1/9
03	355	Unit or Basis for Measurement Code	Unit of shipment	M	ID	2/2
04	212	Unit Price	Vendor Price	X	R	1/17
05	639	Basis of Unit Price Code	Not used	O	ID	2/2
06	235	Product/Service ID Qualifier	“VP” = Vendor’s (Seller’s) Part Number	M	ID	2/2
07	234	Product/Service ID	Part number	X	AN	1/40
08	235	Product/Service ID Qualifier	“SW” = Stock Number	M	ID	2/2
09	234	Product/Service ID	Part number	X	AN	1/40
10	235	Product/Service ID Qualifier	“ZZ” = Mutually Defined	M	ID	2/2
11	234	Product/Service ID	fic	X	AN	1/40

PID – Product/Item Description

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	349	Item Description Type	“F” = free-form	M	ID	1/1
02	750	Product/Process Characteristic Code	Not used	O	ID	2/3

03	559	Agency Qualifier Code	Not used	X	ID	2/2
04	751	Product Description Code	Not used	X	AN	1/12
05	352	Description	Item description	X	AN	1/80

N9 – Reference Number (Segment only written if the order meets UGR-A definition listed in the MSG which follows.)

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	**128**	**Reference Number Qualifier**	**WF = Locally Assigned Control Number**	**M**	**ID**	**2/2**
02	**127**	**Reference Number**	**Not used**	**X**	**AN**	**1/30**
03	**369**	**Free Form Description**	**UGR-A Exception Data**	**X**	**AN**	**1/45**

MSG – Message Text

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	**933**	**Free Form Message Text**	**Exception data (Sent only on UGR-A orders**	**M**	**AN**	**1/264**

CTT – Transaction Totals

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	354	Number of Line Items	Total items per PO	M	N0	1/6
02	347	Hash Total	Total dollar value per PO	O	R	1/10

SE- Transaction Set Trailer

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	96	Number of Included Segments	Number of Segments	M	N0	1/10
02	329	Transaction Set Control Number	Control Number (matches ST above)	M	AN	4/9

GE – Functional Group Trailer

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	97	Number of Transaction Sets Included	Number of Transaction Sets	M	N0	1/6
02	28	Group Control Number	Control Number (matches GS above)	M	N0	1/9

IEA – Interchange Control Trailer

Reference #	Element #	X12 Name	How Used	M/O	Type	Length
01	I16	Number of Included Functional Groups	Number of Groups	M	N0	1/5
02	I12	Interchange Control Number	Control Number (matches ISA above)	M	N0	9/9

Explanation of the Example:

The following example illustrates how an 850 would be formatted when sent to a vendor.

Please note: Vendors should be prepared to accept multiple orders from the same customer on any given day.

ISA~00~ ~00~ ~ZZ~M0026A **~ZZ~**Vendor ID
~010907~1036~U~00200~000456789~0~P~>
GS~PO~M0026A~Vendor ID**~010907~1036~123456789~X~003040**
ST~850~0001
BEG~00~NE~purchase_order_number~call_number~purchase_order_date~contract_number
DTM~002~required_delivery_date
N1~**ST~~10~**ship_to_dodaac
N2~facility~building
N3~address_line_1~address_line_2
N4~city~state~zip
PO1~line_number~quantity_ordered~unit_of_shipment~vendor_price~~**VP~**part_number~**SW~**st
ock_number**~ZZ~**fic
PID~F~~~~item_description
N9~WF~~UGR-A Exception Data
MSG~exception_text
CTT~total_items_per_po~total_dollars_per_po
SE~13~0001
GE~1~123456789
IEA~1~000456789

ATTACHMENT 4 STARTS ON THE FOLLOWING PAGE

PRIME VENDOR HAWAII– ATTACHMENT 4

THE ATTACHED GUIDE WAS DEVELOPED AS A CHECKLIST TO BE USED BY CONTRACTORS IN THE PREPARATION OF THE 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) Hub Zone Small Business representation requires certification by the Small Business Administration (SBA). This certification can be viewed in the Central Contractor Registration (CCR)/Dynamic Small Business (DSB) company profile at www.ccr.gov.

2) FAR 52.219-9 (d)(1)(i) & (ii) allows the counting of subcontracts awarded to an Alaskan Native Corporation (ANC) or Indian Tribe towards the subcontracting goals for small business and small disadvantaged business concerns regardless of the size or SBA certification status of the ANC or Indian Tribe.

3) Individual Subcontracting Report (ISR) and Summary Subcontracting Report (SSR) replaces Standard form 294 and Standard Form 295

THIS HANDOUT IS TO BE USED ONLY AS A REFERENCE TOOL IN PREPARING A SMALL BUSINESS SUBCONTRACTING PLAN.

Small Business Subcontracting Plan Outline (Model)

Offerors are to thoroughly review the requirements set forth in FAR 19.704, Subcontracting Plan requirements, and FAR clause 52.219-9, Small Business Subcontracting Plan, before submitting their subcontracting plans.
The model is not intended to replace any existing corporate plan, which is more extensive.].

Identification Data:

Company Name: _____

PRIME VENDOR HAWAII– ATTACHMENT 4

Address: _____
Date Prepared: _____ Solicitation Number: _____
Item/Service: _____
Effective Period: Only applies to an annual commercial plan..
TYPE OF PLAN: (Check only one).

_____ **INDIVIDUAL PLAN**: *In this type of plan, all elements are developed specifically for this contract and apply for the full term of this contract.* ISR and SSR requirements.

_____ **MASTER PLAN**: *In this type of plan, goals are separately developed for each contract like an individual plan; all other elements are standard. The master plan must be approved once every three years. Once incorporated into a contract with specific goals, it is valid for the life of the contract.* ISR and SSR requirements.

_____ **COMMERCIAL PLAN:** *This type of plan is used when the contractor sells large quantities of off-the-shelf commodities. It is the preferred type of plan for commercial items and is submitted annually based on the contractor's fiscal year. Plans and goals are negotiated with the initial agency on a company-wide basis rather than for individual government contracts. The approved plan remains in effect during the contractor's fiscal year for all Government contracts in effect during that period. The contractor must provide a copy of the initial agency approval, and must submit the annual SSR with a breakout of subcontracting prorated for DoD if doing business with multiple government agencies.* SSR requirement only.

2. GOALS:

State separate dollar and percentage goals for Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business in the following format. ***Express all dollar goals as a percentage of total planned subcontracting dollars.*** *State goals separately for each option year if applicable.*

*********REMINDER*********
OPTION YEARS DO NOT APPLY TO A COMMERCIAL PLAN WHICH IS SUBMITTED AND APPROVED ANNUALLY -- EDIT ACCORDINGLY.

A. Estimated dollar value of all planned subcontracting, i.e., to all types of business concerns under this contract is:

Estimated Dollar Value of All Planned Subcontracting				
Base	**1ST Option**	**2nd Option**	**3rd Option**	**4th Option**
$	$	$	$	$
100%	100%	100%	100%	100%

B. Estimated dollar value and percentage of total planned subcontracting to large business concerns. (all business concerns classified as other then small) is:

Subcontracting to Large Business Concerns				
Base	**1st Option**	**2nd Option**	**3rd Option**	**4th Option**
$	$	$	$	$
%	%	%	%	%

C. Estimated dollar value and percentage of total planned subcontracting to small business concerns is: (Include Small Business, Small Disadvantaged, Woman-Owned Small Business,

HUBZone Small Business, Veteran-Owned Small Business, Service Disabled Veteran Small Business, including *Alaskan Native Corporations and Indian Tribes:*

Subcontracting to Small Business Concerns				
Base	**1st Option**	**2nd Option**	**3rd Option**	**4th Option**
$	$	$	$	$
%	%	%	%	%

D. Estimated dollar value and percentage of total planned subcontracting to HUBZone small business concerns is:

Subcontracting to HUBZone Small Business Concerns				
Base	**1st Option**	**2nd Option**	**3rd Option**	**4th Option**
$	$	$	$	$
%	%	%	%	%

E. Estimated dollar value and percentage of total planned subcontracting to small disadvantaged business concerns *including Alaskan Native Corporations and Indian Tribes* is:

Subcontracting to Small Disadvantaged Business Concerns				
Base	**1st Option**	**2nd Option**	**3rd Option**	**4th Option**
$	$	$	$	$
%	%	%	%	%

F. Estimated dollar value and percentage of total planned subcontracting to women-owned small business concerns is:

Subcontracting to Women-Owned Small Business Concerns				
Base	**1st Option**	**2nd Option**	**3rd Option**	**4th Option**
$	$	$	$	$
%	%	%	%	%

G. Estimated dollar value and percentage of total planned subcontracting to Veteran-Owned Small Business concerns is:

Subcontracting to Veteran-Owned Small Business Concerns				
Base	1st Option	2nd Option	3rd Option	4th Option
$	$	$	$	$
%	%	%	%	%

H. Estimated dollar value and percentage of total planned subcontracting to Service Disabled Veteran-Owned Small Business concerns is:

Subcontracting to Service Disabled Veteran-Owned Small Business Concerns				
Base	**1st Option**	**2nd Option**	**3rd Option**	**4th Option**
$	$	$	$	$
%	%	%	%	%

NOTE: Total Small Business includes each subgroup (HUBZone, SDB, WOSB, SDVOSB and VOSB, plus other small businesses that are only small and do not fall into a specified subgroup. Do not add together subgroup dollars to reach the total Small Business figure, as the same dollars can be counted for each subgroup as applicable.

I. Products and/or services to be subcontracted under this contract, and the types of businesses supplying them, are: (Check all that apply).

	Business Category or Size								
Product Service	**LB**	**SB**	**SDB**	**WOSB**	**HZSB**	**SDVOSB**	**VOSB**		

(Attach additional sheets if necessary.)

METHOD

J1. Explain the methods used to develop the subcontracting goals for Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns.

J2. Explain how the product and service areas to be subcontracted were established, how the areas to be subcontracted to Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns were determined.

J3. How the capabilities of Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns were determined.

J4. Identify all source lists used in the determination process.

K. Indirect and overhead costs ___ HAVE BEEN or ___ HAVE NOT BEEN included in the dollar and percentage subcontracting goals stated above. (Check one.)

L. If indirect and overhead costs HAVE BEEN included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns.

3. PROGRAM ADMINISTRATOR:

FAR 52.219-9(d)(7) requires information about the company employee who will administer the subcontracting program. Please provide the name, title, address, phone number, position within the corporate structure and the duties of that employee.

Name:
Title:
Position:
Email Address:
Address:
Telephone:

Duties: The Program Administrator's general overall responsibility for the Contractor's subcontracting program, i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to this particular plan. These duties may include, but are not limited to the following activities.

A. Developing and promoting company/division policy statements that demonstrate the company's/division's support for awarding contracts and subcontracts to Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns.

B. Developing and maintaining bidders' lists of Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns from all possible sources.

C. Ensuring periodic rotation of potential subcontractors on bidders' lists.

D. Assuring that Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.

E. Ensuring that subcontract procurement "packages" are designed to permit the maximum possible participation of Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns.

F. Reviewing subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit Small Business, Small Disadvantaged, Woman-Owned Small Business,

HUBZone Small Business, Veteran-Owned Small Business and Service-Disabled Veteran-Owned Small Business participation.

G. Ensuring that the subcontract bid proposal review board documents its reasons for not selecting any low bids submitted by Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns.

H. Overseeing the establishment and maintenance of contract and subcontract award records.

I. Attending or arranging for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.

J. Directly or indirectly counseling Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns on subcontracting opportunities and how to prepare bids to the company.

K. Providing notice to subcontractors concerning penalties for misrepresentations of business status as Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the contractor's subcontracting plan.

L. Conducting or arranging training for purchasing personnel regarding the intent and impact of Public Law 95-907 on purchasing procedures.

M. Developing and maintaining an incentive program for buyers, which supports the subcontracting program.

N. Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals.

O. Preparing and submitting timely reports.

P. Coordinating the company's activities during compliance reviews by Federal agencies.

4. EQUITABLE OPPORTUNITY

FAR 52.219-9(d)(8) requires a description of the efforts your company will make to ensure that Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns will have an equitable opportunity to compete for subcontracts. These efforts may include, but are not limited to the following activities:

A. Outreach efforts to obtain sources:

_____ Contacting minority and small business trade associations

_____ Contacting business development organizations

_____ Requesting sources from the Central Contractor Registration, Dynamic Small Business (SDB) search)

_____ Attending small, minority, and women-owned business procurement conferences and trade fairs

B. Internal efforts to guide and encourage purchasing personnel:

_____ Presenting workshops, seminars and training programs

_____ Establishing, maintaining and using Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business source lists, guides and other data for soliciting subcontracts

_____ Monitoring activities to evaluate compliance with the subcontracting plan

C. Additional efforts: (Please describe.)

5. CLAUSE INCLUSION AND FLOWDOWN

FAR 52.219-9(d)(9) requires the following:
(Insert company name) *will include the clause at FAR 52.219-8, "Utilization of Small Business Concerns," in all subcontracts that offer further subcontracting opportunities and will require all subcontractors, except small business concerns, that receive subcontracts in excess of $550,000 ($1,000,000 for construction) to adopt a plan complies with the requirements of FAR 52.219-9, "Small Business Subcontracting Plan."*
[Insert company name] *further* agrees that the clause will be included and that the plans will be reviewed against the minimum requirements for such plans. The acceptability of percentage goals Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns must be determined on a case-by-case basis depending on the supplies and services involved and the availability of potential Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business subcontractors and prior experience. Once the plans are negotiated, approved, and implemented, the plans must be monitored through the submission of periodic reports, including Individual Subcontracting Reports (ISR) and Summary Subcontracting Reports (SSR) through the eSRS website www.ers.gov.

In accordance with policy letters published by the Office of Federal Procurement Policy, such assurance must describe the offer's procedures for the review, approval and monitoring for compliance with such subcontracting plans.

6. REPORTING AND COOPERATION

FAR 52.219-9(d)(10) requires the following:
(insert company name) *will (1) cooperate in any studies or surveys as may be required, (2) submit periodic reports which show compliance with the subcontracting plan; (3) submit Individual Subcontracting Reports (ISR) and Summary Subcontracting Reports (SSR) through the eSRS website; and (4) ensure that subcontractors agree to submit Individual Subcontracting Reports (ISR) and Summary Subcontracting Reports (SSR) through the eSRS website.*

Calendar Period	Report Due	Date Due
10/01–03/31	Individual Subcontracting Report (ISR)	04/30
04/01–09/30	Individual Subcontracting Report (ISR)	10/30
10/01–09/30	Summary Subcontracting Report (SSr)	10/30

7. RECORDKEEPING

FAR 52.219-9(d)(11) requires the following:
(Insert company name) *will maintain records to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records include, but are not limited to, the following:*

A. Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concern source lists, guides, and other data identifying such vendors.

B. Organizations contacted for Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business sources.

C. On a contract-by-contract basis, records on all subcontract solicitations over $100,000, which indicate for each solicitation:

C1. Whether small business concerns were solicited, and if not, why not.

C2. Whether HUBZone small business concerns were solicited, and if not, why not.

C3. Whether small disadvantaged business concerns were solicited, and if not, why not.

C4. Whether women-owned small business concerns were solicited, and if not, why not.

C5. Whether Veteran-Owned Small Business concerns were solicited, and if not, why not.

C6. Whether Service Disabled Veteran-Owned Small Business concerns were solicited, and if not, why not.

C7. Reasons that solicited Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business Concerns failed to receive the subcontract award.

D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business procurement conference and trade fairs.

E. Records to support internal activities to (1) guide and encourage purchasing personnel, e.g., workshops, seminars, training programs, incentive awards; and (2) monitor activities to evaluate compliance.

F. On a contract-by-contract basis, records to support subcontract award data including the name, address and business size of each subcontractor. (This item is not required for company or division-wide commercial plans).

G. Other records to support your compliance with the subcontracting plan: (Please describe)

8. 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 SDBs.**

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.**

8. SIGNATURES REQUIRED

This subcontracting plan was submitted by:	This subcontracting plan was accepted by:
Company:	Agency:
Signature:*	Signature:
Typed Name:	Typed Name:
Title:	Title: Contracting Officer
Date:	Date:

*The individual signing the plan should be an executive of the company and not the designated plan administrator.

DEFINITIONS

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.

SMALL BUSINESS CONCERN (SELF CERTIFY)

Located in the U.S., organized for profit; including affiliates is independently owned and operated; not dominant in the field of operation in which it is competing; AND meets Small Business Administration (SBA) size standard included in the solicitation. The size standard is based upon the North American Industrial Classification System (NAICS) assigned to the specific procurement dependent upon product/service purchased.
SELF CERTIFY

DFARS 252.219-7003 allows subcontracts awarded to workshops approved by the Committee for Purchase from People Who Are Blind or Severely Disabled under Javits-Wagner-O'Day Act (JWOD) (41 USC 46-48) and 10 U.S.C. 241d and Section 9077 of P.L. 102-396 to be counted toward the contractor's small business subcontracting goal.

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 (SBA CERTIFIED)

A small business concern located in a "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 Central Contractor Registration (CCR) database at www.ccr.gov "Dynamic Small Business" search.

SMALL DISADVANTAGED BUSINESS CONCERN (SDB) (SELF CERTIFY)

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.

WOMAN-OWNED SMALL BUSINESS CONCERN (SELF CERTIFY)

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. SELF CERTIFY

SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERN (SELF CERTIFY)

(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 publicity 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 (SELF CERTIFY)

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.

ALASKA NATIVE CORPORATION (ANC) means any Regional Corporation, Village Corporation, Urban Corporation or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

INDIAN TRIBE means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1425©. This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

Updated: September 2008

ATTACHMENT 5 – CARGO LISTING

SPREADSHEET COLUMN HEADINGS

1. FIC CODE
2-5. STOCK NUMBER
6. ITEM DESCRIPTION
7. UNIT OF ISSUE
8. UNITS PER PACK
9. AVERAGE CASE WEIGHT
10. CASE CUBE
11. CASES PER PALLET

PRIME VENDOR HAWAII – ATTACHMENT 5

FIC	STOCK NUMBER				ITEM DESCRIPTION	UNIT ISSUE	UNITS / PACK	AVG CASE WGT	CASE CUBE	CS / PALLET
A32	8905	01	E19	2177	FISH, TUNA, LIGHT, 43 OZ FLEXIBLE PG, 6 PACKAGES PER CASE	PG	6	17		
A61	8910	01	E60	6007	EGGS, WHOLE, SHELF STABLE, CRYSTALS, 1.75 LB BG, 14 BAGS PER CASE	BG	14	24.5	1.1	32
A78	8910	01	E29	1735	MILK, DRY, NONFAT, GP, UNFORTIFIED, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
B10	8915	00	127	8272	FRUIT, APPLESAUCE, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
B34	8915	00	926	6793	VEG, BEANS, KIDNEY, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
B43	8915	01	E09	2580	VEG, BEANS, PINTO, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
B51	8915	01	E09	7235	VEG, BEANS, REFRIED, DEHYDRATED, 31 OZ BAG/POUCH, 12 BAGS PER CASE	BG	6	12	1.03	
B54	8915	00	184	5601	VEG, BEANS, WHITE, W/PORK, TOMATO SAUCE, #10 CN, 6 CANS PER CASE	CN	6	39	1.1	40
B80	8915	00	634	2436	VEG, CARROTS, #10 CN, 6 CANS PER CASE	CN	6	39	1.1	40
B95	8915	01	078	9271	FRUIT, CHERRIES, MARASCHINO, 16 OZ JR, 12 JARS PER CASE	JR	12	12	0.67	
B98	8915	01	E09	9537	VEG, COLLARD GREENS, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
C02	8915	00	465	1897	VEG, CORN, CREAM STYLE, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
C06	8915	00	257	3947	VEG, CORN, WHOLE GRAIN, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
C14	8915	00	851	6564	FRUIT, CRANBERRY SAUCE, JELLIED, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
C26	8915	00	286	5482	FRUIT, FRUIT COCKTAIL, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
C32	8915	00	584	1647	JUICE, APPLE, #3 CYL, 46 CANS OZ CAN, 12 CANS PER CASE	CN	12	35	1.04	45
C38	8915	00	281	1809	JUICE, GRAPE, #3 CYL, 46 CANS OZ CAN, 12 CANS PER CASE	CN	12	35	1.04	45
C52	8915	00	241	2800	JUICE, ORANGE, #3 CYL, 46 CANS OZ CAN, 12 CANS PER CASE	CN	12	35	1.04	45
C58	8915	00	634	2439	JUICE, PINEAPPLE, #3 CYL, 46 CANS OZ CAN, 12 CANS PER CASE	CN	12	35	1.04	45
C73	8915	00	935	6629	VEG, MUSHROOMS, SLICED, JUMBO, 16 OZ CAN, 24 CANS PER CASE	CN	24	24	1.01	42
C93	8915	00	577	4203	FRUIT, PEACHES, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
C99	8915	00	616	0223	FRUIT, PEARS, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
D08	8915	00	127	9282	VEG, PEAS, GREEN, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
D30	8915	00	127	7262	FRUIT, PINEAPPLE, CRUSHED, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
D43	8915	00	982	6036	VEG, POTATOES, SWEET, LIGHT, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
D48	8915	00	127	9677	VEG, POTATOES, WHITE, WHOLE, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
D49	8915	01	144	1931	VEG, POTATOES, HASHBROWNS, SHREDDED, DEHYDRATED, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
D51	8915	00	139	7426	VEG, POTATOES, WHITE, SLICES, DEHYDRATED, 5 LB BG, 4 BAGS PER CASE	BG	4	20	2.38	12
D53	8915	00	133	5903	VEG, POTATOES, WHITE, INSTANT, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
D63	8915	01	419	6695	FRUIT, RAISINS, 15 OZ BOX, 24 BOXES PER CASE	BX	24	23	0.45	
D72	8915	00	143	0931	VEG, SPINACH, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
D80	8915	01	E19	4843	VEG, TOMATO PASTE, #10 CAN, 6 CANS PER CASE	CN	6	39	1	40
D85	8915	01	373	4978	VEG, TOMATOES, DICED, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
E06	8920	00	926	6016	BISCUIT MIX, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
E10	8920	01	E19	3942	BROWNIE MIX, LOW FAT, 5 LB BX, 8 BOXES PER CASE	BX	8	40	1.82	22
E22	8920	01	E60	7747	CAKE MIX, DEVIL'S FOOD, ADD WATER ONLY, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
E34	8920	00	823	7229	CAKE MIX, YELLOW, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
E36	8920	00	127	8938	CEREAL, BRAN FLAKES, 70 INDIVIDUAL SERVINGS PER BX(CASE)	BX	70	7.1	0.88	
E58	8920	01	E59	5093	CEREAL, ASSORTMENT, SWEET, 0.84 OZ BX, 70 PER CASE, GENERAL MILLS	CS	70	7.1	0.88	

PRIME VENDOR HAWAII – ATTACHMENT 5

E66	8920	01	079	1582	CEREAL, ROLLED OATS, 18 OZ PACKAGE, 24 PACKAGES PER BX(CASE)	BX	1	27	1.76	
E67	8920	01	210	2774	CEREAL, ROLLED OATS, INSTANT, VARIETY PACK, 1 OZ PACKET, 64 PER BX(CASE)	BX	1	7	0.53	96
E80	8920	01	E59	8920	CEREAL, ASSORTED, 1.3-2.1 OZ CUPS, 60 PER CASE, KELLOGG'S	CS	1	4		
E83	8920	01	E60	0167	CEREAL, ASSORTED, HEALTHY, 1.25-2.2 OZ CUP, 60 PER CASE, KELLOGG'S	CS	1	4		
F11	8920	00	935	3264	COOKIE MIX, OATMEAL, #10 CAN, 6 CANS PER CASE	CN	6	27	1.1	40
F12	8920	00	175	0429	COOKIE MIX, SUGAR, #10 CAN, 6 CANS PER CASE	CN	6	30	1.1	40
F15	8920	00	435	4918	CORN BREAD MIX, #10 CAN, 6 CANS PER CASE	CN	6	30	1.1	40
F22	8920	01	E36	0152	CRACKERS, ASSORTED, 2 PER PACK, 400 PACKS PER CASE	CS	1	7	1.3	
F54	8920	01	E29	5316	FLOUR, WHEAT, TPK-2, GENERAL PURPOSE(NOT FOR BREAD), 10 LB BAG, 4 BAGS PER CASE	BG	4	40	0.9	new
F58	8920	01	439	4837	FLOUR, WHEAT, TPK-2, BREAD, 10 LB BAG, 4 PER CASE	BG	4	40	0.9	new
F66	8920	01	134	3703	HOMINY GRITS, INST, WHITE, 1.0 OZ PG, 12 PG PER BX, 12 BOXES PER CASE	BX	12	6	0.89	
F70	8920	01	E36	0144	PASTA, EGG NOODLES, 5 LB CONTAINER, 4 CONTAINERS PER CASE	CO	4	20	1.11	
F72	8920	01	E36	0134	PASTA, SPAGHETTI, QUICK COOKING, 10 LB CONTAINER, 4 CONTAINERS PER CASE	CO	4	40	1.23	30
F79	8920	01	E36	0136	PASTA, ELBOW MACARONI, 20 LB CONTAINER, 2 CONTAINERS PER CASE	CO	2	40	1.42	30
F82	8920	01	E36	0316	PASTA, PENNE, 10 LB CONTAINER, 2 CONTAINERS PER CASE	CO	2	20	1.11	30
G00	8920	01	E60	7850	PANCAKE MIX, BUTTERMILK, #10 CAN, 6 CANS PER CASE	CN	6	39	1.1	40
G10	8920	01	250	6557	RICE, WHITE, LONG GRAIN, TPK-2, 10 LB BAG, 6 BAGS PER CASE	BG	6	60	1.49	36
G12	8920	01	E19	5161	RICE, JASMINE, TPK-2, 10 LB CONTAINER, 6 CONTAINERS PER CASE	CO	6	60	1.19	
G21	8920	01	322	6826	RICE, BROWN, LONG GRAIN, TPK-2, PARBOILED, 5 LB BAG, 8 BAGS PER CASE	BG	8	40	1.82	22
G22	8920	01	E36	0145	STARCH, EDIBLE, CORNSTARCH,1 LB CO, 24 CONTAINERS PER CASE	CO	24	24	0.66	
G29	8920	00	043	5352	TACO SHELLS, CORN, PREFORMED, 200 PER CO(CASE)	CO	1			
G70	8925	00	782	3318	CHOCOLATE CHIPS, SEMISWEET, 12 OZ PACKAGE, 24 PACKAGES PER CASE	PG	24	24	1.14	
G92	8925	00	935	3260	ICING MIX, CHOCOLATE, #10 CAN, 6 CANS PER CASE	CN	6	40	1.1	40
G93	8925	01	419	7027	ICING MIX, VANILLA, 5 LB BG, 8 BAGS PER CASE	BG	8	40	1.82	22
H01	8925	00	128	0565	NUTS, MIXED, W/PEANUTS, #10 CAN, 6 CANS PER CASE	CN	6	24	1.1	40
H11	8925	00	682	6705	SYRUP, MAPLE, IMITATION, #10 CAN, 6 CANS PER CASE	CN	6	49	1.1	40
H17	8925	01	060	7500	SUGAR, BROWN, LIGHT, 2 LB PACKAGES, 12 PACKAGES PER CASE	BG	12	24	0.42	90
H23	8925	01	413	7811	SUGAR, WHITE, REFINED, GRANULATED, TPK-2, 10 LB PACKAGES, 4 PER CASE	BG	4	40	1.16	40
H27	8925	01	060	7496	SUGAR, CONFECTIONERS, REFINED, 2 LB PACKAGES, 12 PER CASE	BG	12	24	0.42	90
H52	8930	00	197	1917	JAM, STRAWBERRY, 2 LB JAR, 12 JARS PER CASE	JR	12	24	0.67	66
H61	8930	00	127	3079	JELLY, GRAPE, 2 LB JAR, 12 JARS PER CASE	JR	12	24	0.67	66
H71	8930	01	059	8399	PEANUT BUTTER, 28 OZ JAR, 12 JARS PER CASE	JR	12	21	0.78	55
H83	8935	00	480	4565	SOUP, MANHATTAN CLAM CHOWDER, CONDENSED, 50 OZ CAN, 12 CANS PER CASE	CN	12	38	1.04	45
H87	8935	00	480	4550	SOUP, BEAN W/BACON, CONDENSED, 50 OZ CAN, 12 CANS PER CASE	CN	12	38	1.04	45
H98	8935	00	480	4556	SOUP, CREAM OF MUSHROOM, CONDENSED, 50 OZ CAN, 12 CANS PER CASE	CN	12	38	1.04	45
I08	8905	01	E59	6189	BEEF, GROUND, BULK, PRECKD, FZN, 5 LB BAG, 8 BAGS PER CASE	LB	8	40		
I09	8905	01	E60	7304	CHICKEN BREAST FILLET, FZN, PRECKD, 5 OZ EA, 50 PER CASE	LB	50	17		
I10	8905	01	E59	9029	FISH, SALMON, FILLET PORTIONS, FZN, RAW, FZN, IQF, 7-9 OZ EA, 10 LB CASE	LB	10	10		
I12	8905	01	E59	6598	CHICKEN, CUT-UP, 8 PIECE, PRECKD, FZN, 50 LB CASE	LB	50	50		

	I15	8905	01	E60	5588	CHICKEN STRIPS, FZN, PRECKD, GRILLED, 3 OZ EA, 10 LB CASE	LB	10	10		
	I31	8940	01	E60	4877	ENTRÉE, FZN, LASAGNA W/VEG, V-8, 6 LB CONTAINER, 4 CONTAINERS PER CASE	C0	4	24		
	I32	8915	01	E59	3418	VEG, POTATOES, FZN, FRENCH FRIES, CRINKLE CUT, FAST COOK, 4.5 LB BAG, 6 BAGS PER CASE	BG	6	27		
	I49	8950	01	E60	5185	DRESSING, 1000 ISLAND, EZ POUR, 32 OZ CO, 6 CONTAINERS PER CASE	CO	6	12	1.05	30
	I54	8950	01	E60	5190	DRESSING, BLUE CHEESE, EZ POUR, 32 OZ CO, 6 CONTAINERS PER CASE	CO	6	12	1.05	30
	I60	8950	01	E60	5188	DRESSING, FRENCH, FAT FREE, EZ POUR, 32 OZ CO, 6 CONTAINERS PER CASE	CO	6	12	1.05	30
	I61	8950	01	E60	5189	DRESSING, FRENCH, SWEET, EZ POUR, 32 OZ CO, 6 CONTAINERS PER CASE	CO	6	12	1.05	30
	I62	8950	01	E60	5184	DRESSING, ITALIAN, EZ POUR, 32 OZ CO, 6 CONTAINERS PER CASE	CO	6	12	1.05	30
	I65	8950	01	E60	5194	DRESSING, ITALIAN, FAT FREE, EZ POUR, 32 OZ CO, 6 CONTAINERS PER CASE	CO	6	12	1.05	30
	I66	8950	01	E60	5192	DRESSING, RANCH, EZ POUR, 32 OZ CO, 6 CONTAINERS PER CASE	CO	6	12	1.05	30
	I67	8950	01	E60	5193	DRESSING, RANCH, FAT FREE, EZ POUR, 32 OZ CO, 6 CONTAINERS PER CASE	CO	6	12	1.05	30
	I68	8920	01	E60	2963	PASTRY, FRENCH, FZN, VARIETY PACK, MINI, 100 PER CASE	CS	1			
	I69	8940	01	E29	7065	GELATIN MIX, VARIETY PACK, 3 PEACH, 3 GRAPE, 3 WATERMELON, & 3 BERRY BLUE, 24 OZ	CS	1	18		
	I70	8940	01	E29	7066	GELATIN MIX,VARIETY PACK,CITRUS, 4 ORANGE,4LEMON, AND 4 LIME, 24 OZ CO, 12/CASE	CS	1	18		
	I71	8940	01	E29	7067	GELATIN MIX, VARIETY PACK, RED, 24 OZ CO, 12/CASE	CS	1	18		
	I76	8940	01	E59	9895	BREAKFAST SANDWICH, FZN, BAGEL, EGG, SAUSAGE & CHEESE, 6.1 OZ EA, 12 PER CASE	CS	1	5		
	I78	8940	01	E59	9894	BREAKFAST SANDWICH, FZN, ENGLISH MUFFIN, EGG, BACON & CHEESE, 4 OZ EA, 12 PER CASE	CS	1	3		
	I79	8940	01	E60	8878	BREAKFAST SANDWICH, FZN, MUFFIN, W/EGG, CHEESE & SAUSAGE, 4.8 OZ EA, 45 PER CASE	CS	1	14		
	I81	8940	01	E60	8879	BREAKFAST SANDWICH, FZN, MUFFIN, W/HAM, EGG & CHEESE, 3.55 OZ EA, 60 PER CASE	CS	1	14		
	I87	8920	01	E60	3965	PANCAKES, FZN, LARGE, 5 IN DIA, 1.7 OZ EA, 144 PER CASE	CS	1	14		
	I88	8920	01	E60	6460	BREAD, FZN, CINNAMON SWIRL, FOR FRENCH TOAST, 2.55 OZ EA, 72 PER CASE	CS	1	12		
	I89	8920	01	E60	8120	FRENCH TOAST STICKS, FZN, PRECKD,CINNAMON, 3/4 IN THK, 2.5 LB CONTAINER, 4 CONTAINERS PER CASE	CS	1	10		
	I90	8920	01	E59	1009	WAFFLES, FZN, BELGIAN STYLE, 2.4 OZ EA, 72 PER CONTAINER(CASE)	CO	1	11		
	J01	8935	00	480	4560	SOUP, MINESTRONE, CONDENSED, 50 OZ CAN, 12 CANS PER CASE	CN	12	38	1.04	45
	J03	8935	00	480	4559	SOUP, SPLIT PEA, CONDENSED, 50 OZ CAN, 12 CANS PER CASE	CN	12	38	1.04	45
	J06	8935	00	480	4561	SOUP, TOMATO, CONDENSED, 50 OZ CAN, 12 CANS PER CASE	CN	12	38	1.04	45
	J09	8935	00	480	4563	SOUP, VEGETABLE, CONDENSED, 50 OZ CAN, 12 CANS PER CASE	CN	12	38	1.04	45
	J11	8935	00	480	4564	SOUP, VEGETABLE W/BEEF, CONDENSED, 50 OZ CAN, 12 CANS PER CASE	CN	12	38	1.04	45
	J53	8935	00	234	6217	SOUP AND GRAVY BASE, BEEF, INSTANT, #2 1/2 CAN, 24 CANS PER CASE	CN	24			
	J61	8935	00	543	7789	SOUP AND GRAVY BASE, CHICKEN, INSTANT, #2 1/2 CAN, 24 CANS PER CASE	CN	24			
	J67	8940	01	113	8490	BACON BITS, IMITATION, 22 OZ CAN, 12 PER CASE	CN	12			
	J72	8940	01	E36	0324	CHILI CON CARNE, DEHY, QUICK START, 16-18 OZ BAG, 12 BAGS PER CASE	BG	12			
	J81	8940	01	E36	0317	CREAMER, NONDAIRY, PWD, 3 GM PG, 100 CT BOXES, 10 BOXES PER CASE	CS	10	13	1.56	
	J93	8940	01	E09	1386	PUDDING, VANILLA, RTU, #10 CAN, 6 CANS PER CASE	CN	6	30		
	J94	8940	01	E09	1385	PUDDING, CHOCOLATE, RTU, #10 CAN, 6 CANS PER CASE	CN	6	30		
	K01	8940	01	419	6701	TOPPING, DESSERT & BAKERY, DEHYDRATED, #2 1/2 CAN, 24 CANS PER CASE	BG	24	24	0.94	
	K04	8940	00	148	7142	CORNED BEEF HASH, #10 CAN, 6 CANS PER CASE	CN	6	41	1.1	
	K29	8940	00	616	0226	PIE FILLING, APPLE, PREPARED, #10 CAN, 6 CANS PER CASE	CN	6	42	1.1	

K31	8940	00	478	9073	PIE FILLING, BLUEBERRY, PREPARED, #10 CAN, 6 CANS PER CASE	CN	6	42	1.1	
K33	8940	00	616	0227	PIE FILLING, CHERRY, PREPARED, #10 CAN, 6 CANS PER CASE	CN	6	42	1.1	
K86	8945	01	364	7357	SALAD OIL, CANOLA, 1 GALLON CAN, 6 CANS PER CASE	CN	6	46	1.05	33
K89	8945	01	452	2000	SHORTENING, LIQUID, CANOLA OIL, DEEP FRY, 5 GALLON CAN, 1 CAN PER CASE	CN	1	35	0.81	40
K99	8945	01	066	8210	SHORTENING, SEMI-SOLID, GENERAL PURPOSE, VEGETABLE OIL, 3 LB CAN, 12 CANS PER CASE	CN	12	36	2.11	18
L13	8935	01	E09	1883	SOUP, CLAM CHOWDER, NEW ENGLAND, FZN, RTS, BOIL IN BAG, 8 LB BAG, 4 BAGS PER CASE	BG	4	36		
L59	8940	01	E19	2059	ENTREE, FZN, LASAGNA W/MEAT, MULTI SERV, 6 LB CONTAINER, 6 CONTAINERS PER CASE	CO	4	26	0.83	
L61	8940	01	E19	2498	ENTREE, CHICKEN CORDON BLUE, FZN, 7 OZ EA, 24 PER CASE	EA	24	10	0.45	
L62	8905	01	E19	5157	MEATBALLS, BEEF, FZN, PRECKD, W/O SAUCE, 5 LB AVG BAG, 4 BAGS PER CASE	LB	4	20	0.86	
L63	8905	01	E19	5155	BEEFSTEAK, SALISBURY, FZN, PRECKD, W/O GRAVY, 4 OZ EA, 40 LB CASE	LB	40	40	1.9	
L64	8905	01	E19	0304	FISH, POLLOCK, PORTIONS, FZN, BRD, PRECKD, US GR A EQUIV, 10 LB CONTAINER, 4 CONTAINERS PER CASE	LB	40	40	1.52	
L69	8905	01	E19	6550	BEEF, GROUND, PATTIES, FZN, CHARBROILED, PRECKD,CHOP HOUSE, 5-6 OZ EA, 40 LB CASE	LB	40	40	2.2	
L70	8920	01	E19	0924	BREAD DOUGH, WHITE, FZN, UNBKD, 18 OZ EACH, 24 PER BOX	BX	1	26	0.89	
L71	8920	01	E19	1148	BREAD DOUGH, WHEAT, FZN, UNBKD, 18 OZ EACH, 24 PER CONTAINER	CO	1	26	0.89	
L73	8905	01	E09	7386	CHICKEN WINGS, FZN, UNBRD, JUMBO, HOT PEPPER GLAZED, 10 LB CONTAINER, 1 CONTAINER PER CASE	LB	1	10	0.84	
L74	8905	01	E09	7116	CHICKEN, DICED, FZN, PRECKD, 10 LB CONTAINER, 1 CONTAINER PER CASE	LB	1	10		
M02	8950	01	E09	8874	BAKING POWDER, 12 OR 14 OZ CO, 24 CONTAINER PER CASE	C0	24	21	0.77	48
M20	8950	00	127	9790	CATSUP, TOMATO, 14 OZ GLASS BT, 24 BOTTLES PER CASE	BT	24	21	0.95	40
M21	8950	00	127	9789	CATSUP, TOMATO, #10 CAN, 6 CANS PER CASE	CN	6	43	1.1	40
M24	8950	01	E36	0116	MAYONNAISE, LITE, 7/16 OZ(12 GM) PACKAGE, 200 PACKAGES PER CASE	CS	1			
M25	8950	01	E19	2131	MAYONNAISE, LOW FAT, 32 OZ CONTAINER, 12 CONTAINERS PER CASE	JR	12	24	0.81	
M28	8950	00	127	8919	SALAD DRESSING, 1 GAL CONTAINER, 4 CONTAINERS PER CASE	JR	4	3	1.02	
M32	8950	01	074	4921	MUSTARD, YELLOW, PREPARED, 1 GAL PLASTIC CONTAINER, 4 PER CASE	JR	4	3	1.02	
M98	8950	01	E36	0118	OLIVES, GREEN, STUFFED W/PIMENTOS, 1 GAL PLASTIC CONTAINER, 4 CONTAINERS PER CASE	CO	4	3	1.02	
N01	8950	01	E09	2898	OLIVES, BLACK, SLICED, #10 CAN, 6 CANS PER CASE	CN	6	43	0.99	40
N12	8950	00	127	9295	RELISH, PICKLE, #10 CAN, 6 CANS PER CASE	CN	6	45	1.1	40
N16	8950	01	E09	4311	SALSA, MILD, 1 GAL PLASTIC CONTAINER, 4 PER CASE	CO	4	33	1.02	
N22	8950	01	244	4288	SAUCE, CHEESE, CHEDDAR, RTS, #10 CAN, 6 CANS PER CASE	CN	6	45	1.04	
N29	8950	01	389	3825	SAUCE, HOT, 12 OZ BOTTLE, 12 BOTTLES PER CASE	BT	12	9	0.39	
N30	8950	01	E19	0657	SAUCE, MARINARA, #10 CAN, 6 CANS PER CASE	CN	6	45	1.04	
N32	8950	01	389	7653	SAUCE, STEAK, 15 OZ BOTTLE, 12 BOTTLES PER CASE	BT	12	12	0.68	
N38	8950	01	E09	2311	SAUCE, SOY, LITE, FERMENTED, 20 OZ CONTAINER, 12 CONTAINERS PER CASE	CO	12	15	0.68	
N45	8950	01	389	3596	SAUCE, WORCESTERSHIRE, 15 OZ BOTTLE, 12 BOTTLES PER CASE	BT	12	12	0.68	
N77	8950	01	E60	7766	PEPPER, BLACK, 1 LB CONTAINER, 12 CONTAINERS PER CASE	CO	12	12	0.37	
N89	8950	01	E36	0342	SALT, TABLE, IODIZED, 5 LB BAG, TPK-2, 6 BAGS PER CASE	BG	12	60	1.02	40
O44	8920	01	E36	0024	PASTA, RAVIOLI, BEEF, FZN, W/O SAUCE, MEDIUM, INSTITUTIONAL SIZE CASE	CS	1			
O46	8920	01	E36	0027	PASTA, TORTELLINI, CHEESE, FZN, INSTITUTIONAL SIZE CASE	CS	1			

PRIME VENDOR HAWAII – ATTACHMENT 5

	O63	8940	01	E36	0079	EGG ROLLS, CHINESE, PORK, 1.5-2.5 OZ EACH, 72 PER CASE	CS	1			
	P30	8955	01	E36	0131	COFFEE, ROASTED, UNIVIVERSAL GRIND, 39 OZ CAN, 6 CANS PER CASE	CN	6	19	0.93	
	P91	8960	01	E19	8101	WATER, DRINKING, SPRING, 16.9 OZ BOTTLE, 24 BOTTLES PER CASE	CS	1	26		
	P92	8960	00	216	6131	COCOA BEVERAGE POWDER, INSTANT, 1 OZ PG, 300 PACKAGES PER CASE	PG	300	14	1.68	14
	Q01	8905	01	E19	9962	BACON, SLICED, FZN, PRECOOKED, 200 SLICES PER PACKAGE, 6 PACKAGES PER CASE	LB	24	24		
	Q07	8905	01	E19	2660	BEEF LOIN, TOP SIRLOIN BUTT STEAK, CENTER-CUT, BNLS, FZN, portion-cut, min US Choice Gr, 10 oz ea, NAMP 1184B, 53 LB CASE	LB	53	53	1.44	
	Q11	8905	01	034	7547	BEEF LOIN, STRIP LOIN STEAK, FZN, BONELESS, CENTER-CUT, 7 OZ EA, MIN US CHOICE GRADE, NAMP 1184A, 40 LB CASE	LB	40	40		
	Q15	8905	01	388	1164	BEEF FAJITA STRIPS, FZN, RAW, SEASONED, 1/2" X 1/2" X 2", 10 LB PACKAGE, 5 PACKAGES PER CASE	LB	5	50	1.1	
	Q16	8905	01	E29	5081	BEEF RIB, FZN, COOKED, MIN US CHOICE GRADE, 9-11 LB AVG, 2 PER CASE, 20 LB AVERAGE CASE	LB	2	20	0.9	
	Q17	8905	00	133	5886	BEEF ROUND, OVEN ROAST, KNUCKLE, FZN, PEELED, MIN US CHOICE GRADE, NAMP 167A, 9 LB AVG, 6 PER CASE	LB	6	53	1.29	
	Q19	8905	00	133	5887	BEEF CHUCK, POT ROAST, FZN, US CHOICE, 10-14 LB AVG, NAMP 114B, 4 PER CASE, 48 LB AVERAGE CASE	LB	4	48		
	Q28	8905	00	177	5017	BEEF, DICED, FOR STEWING, FZN, US SELECT GRADE, NAMP 135A, 7-8 LB AVG PACKAGE, 56 LB CASE	LB	7	56	0.87	
	Q40	8905	00	582	1323	BEEF LOIN, TENDERLOIN, FULL, FZN, GRADED OR UNGRADED, MINIMUM WEIGHT 4 LB, NAMP 189, 50 LB CASE	LB	10	50	0.87	
	Q45	8905	01	420	5255	BEEF, GROUND, BULK, FZN, 90% LEAN, NAMP 136, 10 LB PACKAGE, 4 PACKAGES PER CASE	LB	4	40		
	Q51	8905	01	125	2288	FISH, CATFISH, FILLETS, IQF, RAW, SKNLS, TRIMMED, US GRADE A EQUIVALEN, 5-7 OZ EA, 15 LB PACKAGE, 3 PACKAGES PER CASE	LB	3	45	0.7	
	Q58	8905	01	388	1064	CHICKEN FAJITA STRIPS, FZN, RAW, MARININATED, 1/2" X 1/2" X 2", 10 LB PACKAGE, 5 PACKAGES PER CASE	LB	5	50	1.1	
	Q59	8905	01	066	1694	CHICKEN, FZN, PRECOOKED, DRUMSTIKS, THIGHS, BREAST HALVES, BREADED FOR OVEN, 10 LB PACKAGE, 4 PACKAGES PER CASE	LB	4	40		
	Q61	8905	01	114	1457	CHICKEN FILLET, FZN, CHUNKED AND FORMED, BREADED, PRECOOKED, 5 OZ EACH, 10 LB PACKAGE, 4 PACKAGES PER CASE	LB	4	41	1.82	22
	Q70	8905	01	419	3218	CHICKEN, 8 PIECE, FZN, READY TO COOK, BROILER/FRYER, US GRADE A EQUIVALENT, NAMP P1009, 10 LB PACKAGE, 4 PACKAGES PER CASE	LB	4	40	0.95	
	Q80	8905	00	267	1933	FISH, LOBSTER TAIL, SPINY, FZN, RAW, 4-10 OZ EA, 10 LB CO, 4 CONTAINERS PER CASE	LB	4	40		
	Q94	8905	01	323	2201	FISH, FLOUNDER/SOLE, FILLETS, FZN, FORMED, RAW, SKINLESS, US GRADE A EQUIVALENT, 5 OZ EA, 10 LB BAG, 2 BAGS PER CASE	LB	2	20		
	Q96	8905	01	E29	0338	FRANKFURTERS, FZN, ALL MEAT, 10:1, 10 LB PACKAGE, 4 PACKAGES PER CASE	LB	4	40		
	Q99	8905	00	127	8474	FISH, HADDOCK, FILLETS, FZN, RAW, SKINLESS, US GRADE A EQUIVALENT, 5 OZ EA, 10 LB BAG, 2 BAGS PER CASE	LB	2	20		
	R04	8905	00	682	6643	HAM, FZN, SMOKED, FULLY CKD, SHANKLESS, BNLS, CURED, w/ or w/o natural juices, 9 to 11 lb, 40 LB AVERAGE CASE	LB	4	40		CHECK
	R07	8905	00	080	5656	SAUSAGE, ITALIAN, SWEET, LINKS, FZN, EDIBLE CASING, 4 OZ EA, 10 LB PACKAGE, 4 PACKAGES PER CASE	LB	4	40		
	R08	8905	01	050	3656	FISH, CRAB LEGS & CLAWS, ALASKA KING, PRECKD, FZN, 25-35 CT, 1/20 LB CASE	LB	1	20		
	R37	8905	01	452	2656	PEPPERONI, FZN, SLICED, COOKED, 10 LB PACKAGE, 2 PACKAGES PER CASE	LB	20	20	0.78	
	R44	8905	00	753	6503	PORK, DICED, FZN, NAMP 435, 7 LB AVG PACKAGE, 8 PACKAGES PER CASE	LB	56	56	1.25	
	R51	8905	00	753	6568	PORK LOIN, BNLS, FZN, WHEAT GLUTEN ADDED, TIED, NETTED, 6 to 10 LB AVERAGE, 4 PER CASE, 32 LB AVERAGE CASE	LB	4	32		
	R53	8905	01	452	1999	PORK LOIN CHOPS, FZN, CENTER CUT, BONE IN, 5-7 OZ EA, NAMP 412, 55 LB AVERAGE CASE	LB	55	55	1.5	
	R56	8905	01	E36	0321	PORK RIBS, SPARERIBS, FZN, ST LOUIS STYLE, CKD, BOIL-IN-BAG, W/O SAUCE, MAX 2.25-2.5 LB EA, 30 LB AVERAGE CASE, NAMP 559A	LB	30	30		
	R67	8905	01	458	4204	SAUSAGE, PORK, PATTIES, FZN, ROUND, PRECOOKED, 1.5 TO 2.5 OZ EA, NAMP 802B, 10 LB PACKAGE, 4 PACKAGES PER CASE	LB	4	40	1.1	
	R70	8905	01	E60	5150	FISH, SHRIMP, WHOLE, FZN, PRECOOKED, 21-25 CT, 3 LB BOX, 10 BOXES PER CASE	LB	10	30		
	R81	8905	01	E09	5571	TURKEY BREAST, FZN, COOKED, MESQUITE/HONEY, SMOKED, 8-9 LB AVERAGE, 40 LB AVERAGE CASE	LB	40	40	1.25	
	R84	8905	00	582	4039	FISH, SHRIMP, WHOLE, FZN, RAW, PEELED & DEVEINED, IQF, US GRADE A EQUIVALENT, 25-35 CT, 3 LB BAG, 12 BAGS PER CASE	LB	12	36		

PRIME VENDOR HAWAII – ATTACHMENT 5

R89	8905	00	262	7274	TURKEY, BNLS, FZN, RAW, WHITE/DARK MEAT, W/SKIN, NETTED, 9-11 LB AVERAGE, 2 PER CASE, 20 LB AVERAGE CASE	LB	2	20		
R95	8905	00	543	7333	TURKEY, WHOLE, FZN, RTC, GRADE A, BASTED/UNBASTED, YOUNG HEN MIN 12 LB, NAMP P2201, YOUNG TOM 16-24 LB, 53 LB AVERAGE CASE, NAMP P2101, NOV/DEC	LB	53	53	2.04	
S01	8910	00	616	0038	BUTTER, SALTED, US GRADE AA, 1 LB PRINT, 36 PER CASE	LB	36	36		
S06	8910	00	926	9962	BUTTER, SALTED, US GRADE AA, 90 READY TO SERVE PATTIES PER LB, 15 LB CASE	LB		15		
S09	8910	01	414	1567	CHEESE BLEND, PIZZA, FZN, SHREDDED, 5 LB BAG, 4 BAGS PER CASE	BG	4	20	0.84	
S10	8910	01	210	4381	CREAM, CHEESE, INDIVIDUAL SERVING, 1 OZ CONTAINERS, 100 CONTAINERS PER CASE	HD	100			
S40	8915	00	404	6065	VEG, ASPARAGUS, FZN, ALL GREEN, CUTS & TIPS, 2.5 LB BAG, 12 BAGS PER CASE	LB	12	30		
S66	8915	00	129	0825	BROCCOLI, FZN, SPEARS, 6 IN MAX LENGTH, US GRADE A OR B, 2 LB PACKAGE, 12 PACKAGES PER CASE	LB	12	24	1.06	
S70	8915	00	127	7991	VEG, BRUSSEL SPROUTS, IQF, US GRADE A OR B, 2 LB PACKAGE, 12 PACKAGES PER CASE	LB	12	24	1.11	
S76	8915	00	160	6156	VEG, CAULIFLOWER, IQF, US GRADE A OR B, 2 LB PACKAGE, 12 PACKAGES PER CASE	LB	12	24	1.06	
S82	8915	01	135	5787	VEG, CORN, FZN, ON-THE-COB, 5 1/2 IN EARS, 48 EARS PER CASE	BX	1			
T17	8915	01	E59	8957	VEG, ONION RINGS, FZN, CRACKER CRUMB BREADED, OVEN BAKEABLE, 1/2 IN SLICES, 2.5 LB CONTAINER, 4 CONTAINERS PER CASE	CO	4	10		
T30	8915	01	E09	9453	VEG, POTATOES, WHITE, FZN, HASH BROWNS, SHREDDED, PATTIES, OVEN READY, 2.25 OZ EACH, 120 PER BOX	BX	17	17		
T34	8915	00	782	3508	VEG, POTATOES, WHITE, FZN, FRENCH FRIES, 6 LB BAG, 5 BAGS PER CASE	LB	5	30	1.17	
T52	8915	00	935	6620	VEG, MIXED VEGETABLES, FZN, green or wax beans, diced carrots, corn, green, w/or w/o lima beans, us gr a or b, 2.5 LB BAG, 12 BAGS PER CASE	LB	30	30	1.04	
T67	8920	00	080	9096	TORTILLAS, WHEAT FLOUR, FZN, 10 INCH, 12 COUNT BAG, 18 BAGS PER CASE	BG	18	6	0.35	
T68	8920	01	E60	0698	ROLLS, SWEET, CINNAMON TWIRL, FZN, UNBAKED, 5 OZ EA, 100 PER CASE	CS	1	32		
T73	8940	00	044	1629	BURRITOS, FZN, BEEF AND BEAN, 3-5 OZ EACH, IQF, 12 COUNT PACKAGE, 6 PACKAGES PER CASE	DZ	6	18	0.62	
T81	8940	01	E36	0323	PIZZA CRUST, RECTANGULAR, FZN, 1/2 SHEET, 24-36 SHEETS PER CASE	CS	1			
U17	8905	01	E29	6064	HAM, BNLS, CHILL, COOKED, PULLMAN, W/NATURAL JUICES, 4X6, VAC PAC, 10-13 LB AVERAGE, 4 PER CASE	LB	50	50	0.94	
U38	8910	00	656	0993	CHEESE, AMERICAN, PROCESSED, CHILL, 120 SLICES/PG, 5 LB PACKAGE, 4 PACKAGES PER CASE	LB	20	20	0.42	
U45	8910	01	418	7467	CHEESE, CHEDDAR, PROCESSED, CHILL, SHREDDED, REDUCED FAT, 5 LB PACKAGE, 4 PACKAGES PER CASE	LB	20	20	0.88	
U51	8910	01	E19	3941	CHEESE, MONTEREY JACK, CHILL, LOW FAT, SHREDDED, 5 LB PACKAGE, 4 PACKAGES PER CASE	PG	20	20	0.88	
U56	8910	00	782	3765	CHEESE, PARMESAN, CHILL, GRATED, 1 LB CONTAINER, 12 CONTAINERS PER CASE	CO	12	12	0.68	
U57	8910	01	E19	5160	CHEESE, CHEDDAR, CHILL, NATURAL, MILD, CUBED, 5 LB CONTAINER, 2 CONTAINERS PER CASE	LB	10	10	0.42	
U69	8910	00	926	6048	EGGS, SHELL, FRESH, CHILL, MEDIUM, US GRADE A, 30 DOZEN PER CASE	DZ	30	36	2.37	
W95	8920	01	E36	0148	WAFFLES, FZN, BROWN AND SERVE, 144 WAFFLES PER CASE	CS	1			
Y17	8930	01	E36	0020	JELLY, ASSORTMENT, CHILL, 1/2 OZ BOAT OR CUP, INSTITUTIONAL SIZE CASE	CS	1			
Y18	8930	01	E36	0021	PEANUT BUTTER, SMOOTH, CHILL, 1/2 OZ BOAT OR CUP, INSTITUTIONAL SIZE CASE	CS	1			
Y83	8950	01	057	1559	YEAST, BAKERS, CHILL, INSTANT, ACTIVE DRY, GRANULAR FORM, 2 LB BAG, 12 BAGS PER CASE	BG	12	24	0.86	

ATTACHMENT 6 – MONTHLY FILL RATE REPORT

PRIME VENDOR HAWAII – ATTACHMENT 6

DSCP PRIME VENDOR											
Fill Reports for 01/18/XXXX - 01/18/XXXX											
			Ord	Cs	Cs		Fill	Extended			
Line	NSN	Description	Amt	Order	Ship	NIS	Rate	Price	Excl	Comment	Dept
N3704x MWR											
PO # N3704XXXXXXX		RDD : 01/18/07									
1		BREAD DOUGH, WHITE, FZN, UNBKD, 24/18.25 OZ BX, L7	5 CS	5	5	0	100	$145.20			
2		CHICKEN BREAST, FZN, SKNLS, BNLS, 5 OZ, 6/5 LB PG,	150 LB	5	5	0	100	$504.00			
3		CHICKEN, 8 PIECE, FZN, RTC, BROIL/FRY, 4/10 LB PG,	240 LB	6	6	0	100	$350.40			
4		VEG, CORN, GOLDEN, FZN, WHOLE KERNEL, 12/2.5 LB PG	4 CS	4	4	0	100	$127.20			
5		VEG, PEAS AND CARROTS, FZN, 12/2.5 LB PG	4 CS	4	4	0	100	$125.76			
		Totals for N37043		24	24	0	100	$1,252.56			
N6273x Galley											
PO # N6273570120412		RDD : 01/18/07									
1		VEG, BEANS, REFRIED, 6/NO. 10 CN, B50	1 CS	1	1	0	100	$28.14			
2		VEG, CORN, WHOLE KERNEL, GOLDEN, 6/NO. 10CN, C06	1 CS	1	1	0	100	$20.10			
3		VEG, MUSHROOMS, STEMS & PIECES, 24/16 OZ CN, C73	2 CS	2	2	0	100	$104.64			
4		FRUIT, PEARS, BARTLETT, HALVES, LT SYRUP, 6/NO. 10	1 CS	1	1	0	100	$26.28			
5		VEG, POTATOES, DEHY, SLICED, 4/5 LB BG, D51	1 CS	1	1	0	100	$40.96			
6		VEG, POTATOES, GRANULES, INST, DEHY, 6/NO. 10 CAN,	2 CS	2	2	0	100	$85.08			
7		VEG, TOMATOES, DICED, W/NAT JUICE, 6/NO. 10 CN, D8	2 CS	2	2	0	100	$41.04			
8		CEREAL, ASSORTED, MIL SPECIAL, INDIV SER, 1/72 CT	4 CS	4	4	0	100	$109.48			
9		CEREAL, ROLLED OATS, QUICK COOKING, 24/18 OZ BX, E	1 CS	1	1	0	100	$45.84			
10		FLOUR, WHITE, BREAD FLOUR, BLEACHED, 4/10 LB BG, F	2 CS	2	2	0	100	$40.64			
11		FLOUR, WHEAT, GENERAL PURPOSE (NOT FOR BREAD), 4/1	2 CS	2	2	0	100	$40.24			
12		RICE, PARBOILED, LONG GRAIN, 6/10 LB BG, G10	2 CS	2	2	0	100	$75.60			
13		RICE, JASMINE,6/10 LB CO, G12	2 CS	2	2	0	100	$76.92			
14		TACO SHELLS, CORN, PREFORMED, 1/200 CT CASE	1 CS	1	1	0	100	$16.89			
15		SOUP, CHICKEN W/RICE, CONDENSED, 12/50OZ CN	1 CS	1	1	0	100	$40.20			
16		DRESSING, RANCH, 6/32 OZ CO	4 CS	4	4	0	100	$93.60			
17		PUDDING, CHOCOLATE, RTU, 6/NO. 10 CN, J94	1 CS	1	1	0	100	$27.30			
18		SALAD OIL, VEGETABLE, 3/1 GAL CO	3 CS	3	3	0	100	$87.12			
19		CORN OIL, LIQUID, DEEP-FRY, 2/10 QT CO	3 CS	3	3	0	100	$119.52			
20		CATSUP, TOMATO, 24/14 OZ GLASS BT, M20	2 CS	2	2	0	100	$48.48			
21		CATSUP, TOMATO, 6/NO. 10 CN, M21	2 CS	2	2	0	100	$39.84			
22		OLIVES, GREEN, PITTED, 12/1 QT JR, M97	1 CS	1	1	0	100	$40.44			

PRIME VENDOR HAWAII – ATTACHMENT 6

23		MAYONNAISE, REGULAR, 12/32 OZ JR	2 CS	2	2	0	100	$87.36			
24		SUGAR, WHITE, REFINED, GRANULATED, 1/8 OZ PG, 12/1	2 CS	2	2	0	100	$32.88			
25		BEEF FAJITA STRIPS, FZN, RAW, SEASONED, 5/10 LB PG	1 CS	1	0	1	0	$0.00	1	Exceeds 300%, AMD 18, sold 127 MTD	
26		BEEF CHUCK, POT ROAST, FZN, US CHOICE, 5/10-14 LB	55 LB	1	1	0	100	$240.35			
27		BEEF, DRIED, SLICED, FZN, 1/5 LB PG	10 LB	2	2	0	100	$64.40			
28		CHICKEN, 8 PIECE, FZN, RTC, BROIL/FRY, 4/10 LB PG,	160 LB	4	4	0	100	$233.60			
29		FISH, COD, FILLETS, FZN, SKINLESS, GRADE A EQUIV,	45 LB	1	1	0	100	$261.00			
30		TURKEY, BNLS, FZN, RAW, WHITE/DARK MEAT, W/SKIN, N	41 LB	1	1	0	100	$112.75			
31		HAM, BNLS, CHL, CKD, PULLMAN, W/NAT JUICES, 4X6, V	126 LB	3	3	0	100	$501.48			
32		CHEESE, CHEDDAR, PROCESSED, SHRD, MILD, SHREDDED,	40 LB	2	2	0	100	$117.20			
33		EGGS, SHELL, FRESH, MEDIUM, US GRADE A, 30 DZ/CO,	6 CS	6	6	0	100	$196.20			
34		VEG, ASPARAGUS, FZN, ALL GREEN, CUTS & TIPS, 6/2.5	2 CS	2	2	0	100	$76.44			
35		VEG, BROCCOLI FLORETS, FZN, 12/2 LB PG, S66	2 CS	2	2	0	100	$69.12			
36		VEG, CAULIFLOWER, IQF, W/O SAUCE, 12/2 LB PG, S76	1 CS	1	1	0	100	$33.36			
37		VEG, CORN, GOLDEN, FZN, WHOLE KERNEL, 12/2.5 LB PG	1 CS	1	1	0	100	$31.80			
38		VEG, ONION RINGS, PREFORMED, BRD, FZN, 8/2 LB PG,	3 CS	3	3	0	100	$122.16			
39		VEG, POTATOES, FZN, FRENCH FRIES, 6/5 LB BG, T34	3 CS	3	3	0	100	$70.38			
40		VEG, SUCCOTASH, FZN, 12/2.5 LB PG	1 CS	1	1	0	100	$38.40			
41		VEG, MIXED, FZN, 12/2.5 LB PG, T52	1 CS	1	1	0	100	$33.00			
42		TORTILLAS, WHEAT FLOUR, FZN, 10 INCH, 18/12 CT BG,	1 CS	1	1	0	100	$39.96			
43		BURRITOS, FZN, BEEF AND BEAN, 4 OZ EA,6/12 CT PG,	1 CS	1	1	0	100	$25.26			
44		YEAST, BAKERS, CHILL, INSTANT, ACTIVE, 12/2 LB BG,	1 CS	1	1	0	100	$36.60			
		Totals for N62735		83	82	1	98.8	$3,672.05			
W9CZY? - US ARMY											
PO # W9CZYS70150019		RDD : 01/18/07									
1		ARMY ONLY, MEAL KIT W/DRINK, CHICKEN SALAD/RAVIOLI	26 CS	26	26	0	100	$3,205.02			
2		ARMY ONLY, MEAL KIT W/DRINK, BEEF BARBECUE/MACARON	25 CS	25	25	0	100	$3,081.75			
		Totals for W9CZYS		51	51	0	100	$6,286.77			
		Report Totals		316	314	2	98.13	22422.76	1		
				1							
		Revised Total		315	314		99.68				

ATTATCHMENT 7 – EXPERIENCE/PAST PERFORMANCE CHART

EXPERIENCE

OPERATING COMPANY

INFORMATION	LOCAL BRANCH INFORMATION
Number of year's experience as a Prime Vendor/regular dealer	
Number of accounts serviced as a prime Vendor/regular dealer similar in complexity to the proposed contract	
The total number of customers/accounts currently serviced under a prime vendor/ regular dealer arrangement	
The total number of delivery points currently serviced under the prime vendor/regular dealer arrangement cited above.	
Prime Vendor/regular dealer sales dollar volume for the latest yearly reporting period for the above accounts.	
Total orders processed on a weekly basis, on average, for your largest account based on latest yearly reporting period.	

THE FOLLOWING PAST PERFOMANCE INFORMATION APPLIES TO THE OPERATING COMPANY – NOT THE CORPORATION

PLEASE PROVIDE THE APPROPRIATE INFORMATION BELOW FOR YOUR 5 HIGHEST DOLLAR VALUE CONTRACTS, FOR THE PAST 3 YEARS. If you have Government contracts that are not included with the five highest dollar value contracts, then use blocks 4 and 5 for your Government contracts regardless of their dollar value.

	Account 1	**Account 2**	**Account 3**	**Account 4**	**Account 5**
Customer Name **Delivery Location** **City & State**					
Customer's point of Contact and phone number					
Annual dollar value					
Fill rate/Without substitutions*					
Fill rate/With substitutions*					
Number of deliveries per week					
Number of delivery Locations supported Per week					
Average number ofline items per location per week					
Past Performance Continued	**Account 1**	**Account 2**	**Account 3**	**Account 4**	**Account 5**

Length of time this account has been serviced					
Contracting Agency (if applicable)					
Contract Number					
Contracting Officer's Name and Phone Number					

***The fill rate shall be calculated as follows:**

$$\frac{\textbf{Cases accepted}}{\textbf{Cases ordered}} \textbf{ X 100= fill rate \%}$$

PLEASE INDICATE THE AMOUNT OF SUPPLIES/SERVICES SUBCONTRACTED TO THE BELOW GROUPS, AS

A PERCENTAGE OF THE TOTAL CONTRACT DOLLAR VALUE:

	Account 1	Account 2	Account 3	Account 4	Account 5
Small Business	%	%	%	%	%
Small Disadvantaged Business	%	%	%	%	%
Women Owned Business	%	%	%	%	%

MENTORING BUSINESS AGREEMENT (MBA'S)

	Agreement 1	Agreement 2	Agreement 3	Agreement 4	Agreement 5
Name of Company Mentored/P.O.C./ Telephone Number					
Areas of Developmental Assistance (Mgmt./Technical)					
Time Period of Agreement					